

Master Agreement

between

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

and the

**Albert Lea Schools Licensed Practical Nurse Association
Education Minnesota Local #7369**

July 1, 2023 through June 30, 2025

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ARTICLE I PURPOSE

This Agreement is entered into between Independent School District No. 241, Albert Lea, Minnesota, hereinafter referred to as the District or the School District, and the Albert Lea Schools Licensed Practical Nurse Association, hereinafter referred to as the exclusive representative, pursuant to and in compliance with the Minnesota Public Employment Labor Relations Act of 1971, as amended, hereinafter referred to as PELRA, to provide the terms and conditions of employment for LPNs for the duration of this Agreement.

ARTICLE II RECOGNITION OF EXCLUSIVE REPRESENTATIVE

Section 1. Recognition: In accordance with PELRA, the School District recognizes the Albert Lea Schools Licensed Practical Nurse Association as the exclusive representative for LPNs employed by the School District, which exclusive representative shall have those rights and duties as prescribed by PELRA and as described in this Agreement.

Section 2. Appropriate Unit: The exclusive representative shall represent all such employees of the School District as defined in ARTICLE III, Section 2. below and PELRA and in certification by the Commissioner of the Minnesota Bureau of Mediation Services (BMS).

ARTICLE III DEFINITIONS

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

Section 2. Description of Appropriate Unit: Employees included and covered by this Agreement shall be: LPN-Para Educator and LPN; hereinafter referred to as "employees".

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

Section 4. Full-time Employee: For purposes of administering this Agreement, full-time employees will be those who are contracted to work a minimum of 1232 hours per basic work year, excluding the extended school year.

Section 5. Other Terms: Terms not defined in this Agreement shall have those meanings as defined by PELRA.

ARTICLE IV SCHOOL DISTRICT RIGHTS

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

Section 2. School Board Responsibilities: The exclusive representative recognizes the right and obligation of the School Board to efficiently manage and conduct the operation of the School District within its legal limitations and with its primary obligation being to provide educational opportunities for the students of the School District.

Section 3. Effect of Rules, Regulations, Directives, and Orders: The exclusive representative recognizes that all employees covered by this Agreement shall perform the services prescribed by the School Board and shall be subject to 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 managerial functions not expressly reserved, and all managerial rights and managerial 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 their 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. Basic Work Week: The employee's basic work week shall be prescribed by the School District.

Section 2. Basic Work Year: The employee's basic work year shall be July 1 – June 30.

Section 3. Contracted Days: Contracted days include work days, paid holidays, and vacation days. Work schedules will be determined annually by the District by August 1st prior to the start of the school year. Contracted days shall be determined on an annual basis, not to exceed the amount of days indicated in this section, excluding the extended school year.

| | |
|-------------------|----------|
| LPN-Para Educator | 185 days |
| LPN | 183 days |

Beginning with the 2024-2025 school year, all members of the bargaining unit will have 185 days.

Section 4. Shifts and Starting Times: All employees will be assigned starting times and shifts as determined by the School District.

Section 5. Lunch Period: Employees shall be provided a lunch period of thirty (30) minutes. The District will provide an on-duty paid lunch period, therefore, based on student needs, the district can require an LPN to remain in their assigned building for their lunch period.

Section 6. Breaks: Employees shall be allowed to take a fifteen-minute break in the morning and another fifteen-minute break in the afternoon.

Section 7. Part-time Employees: The School District reserves the right to employ such employees as it deems desirable or necessary on a part-time or casual basis.

Section 8. Prep time: LPN/Paraeducators who work in classrooms will receive up to 15 minutes per day of prep time within the school day for charting, record-keeping, and meeting with licensed staff. The time should be arranged with the licensed staff to ensure student needs are being met. All LPNs will be authorized sixteen (16) hours of additional prep time per school year outside the duty day and will be accounted for through the current time clock system.

Section 9. Time Clock: All Employees will only use the Time Clock system on the school site to clock in and out for the workday.

Section 10. Training: LPNs will be provided with a minimum of eight (8) hours of training, six (6) of which must be completed before the school year begins or within 30 days of hire per Minnesota Statute 121A.642. During the 1st quarter of the school year, District Administration will meet with Union President and/or their designee to discuss needed training and professional development for the year.

**ARTICLE VII
RATE OF PAY**

Section 1. Rates of Pay:

Subd. 1. 2023-2025 Rates of Pay: The rate of pay as provided in Schedule A herein shall be in effect beginning the 2023-2024 contract year retroactive to July 1, 2023; Schedule B herein shall be a part of the Contract for the 2024-2025 work year.

Subd. 2. Successor Agreement: In the event a successor agreement is not entered into prior to July 1, 2025, an employee shall remain at the same rate of pay as compensated during the 2024-2025 contract year until a successor agreement is reached.

Section 2. New Employees: A new employee shall be placed on the appropriate pay schedule.

Section 3. Overtime Compensation: Work performed beyond the employee's normal contracted work day must be authorized and pre-approved by the Superintendent. Compensation for authorized overtime shall be time and one-half rates for all hours worked in excess of forty hours per week.

Section 4. Longevity-Years of Service:

Subd. 1: All employees that have completed nine (9) or more years of service with the District shall receive longevity pay of \$1.05 per hour, retroactive to July 1, 2023.

Subd. 2: The employee with at least fourteen (14) years of service as an LPN in the Albert Lea School District shall receive longevity pay at a rate of \$2.00 per hour, retroactive to July 1, 2023.

Subd. 3: The employee with at least nineteen (19) years of service as an LPN in the Albert Lea School District shall receive longevity pay at a rate of \$2.95 per hour, retroactive to July 1, 2023.

| Years of Experience | Longevity 23-24 | Longevity 24-25 |
|-----------------------------------|--------------------|--------------------|
| Year 10 | \$1.05 | \$1.05 |
| Year 15 | \$2.00 | \$2.00 |
| Year 20 | \$2.95 | \$2.95 |
| **Longevity pay is non-cumulative | | |

Subd. 4: Longevity pay is non-cumulative in that the first longevity amount is not added to the second longevity amount.

**ARTICLE VIII
GROUP HEALTH INSURANCE**

Section 1. Group Health Insurance for Active Employees: The school district shall make available two health care plans to all qualified bargaining unit members and eligible retirees who elect to participate in said plans. With respect to qualifying bargaining unit members, the School District shall contribute a monthly amount of \$955.00 toward the cost of single group health premium and \$1,274.52 toward the cost for family group health premium for the 2023-2024 school year. With respect to qualifying bargaining unit members, the School District shall contribute a monthly amount of \$984.00 toward the cost of single group health premium and \$1,346.52 toward the cost for family group health premium for the 2024-2025 school year.

Subd. 1. Benefits Provided Through the VEBA: The School District shall provide a health reimbursement arrangement for eligible active employees through the VEBA Plan.

Subd. 2. Establishment of VEBA: The School District shall make available a VEBA Plan and Trust to all qualified employees who exercise their option to enroll in a health care plan offered in Section 1 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 health care plans offered in this Article.

Subd. 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. If the VEBA Plan is terminated, or if Employer Contributions cease by agreement between the parties, administrative fees shall be paid from the account.

Subd. 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 employees in the following amounts and in accordance with the following schedule:

Single health insurance participant: \$1200 per year

Family health insurance participant: \$2400 per year

The contribution will be made on or about the first day of the VEBA plan year.

If a qualified employee who is a VEBA Plan participant has a change in coverage after the first day of the VEBA Plan year, to reflect this change, 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 prior to the change in coverage to the number of regular contract duty days. 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. The overpayment will be calculated by comparing the actual amount paid to the employee with the amount that should have been paid to the employee given the ratio of the number of days worked during the plan year prior to the change in coverage to the number of regular contract duty days. If the amount the employee actually received is more than the amount the employee should have received given the ratio of the number of days the employee worked during the plan year prior to the change in coverage to the number of regular contract duty days, the employee must reimburse that amount to the District.

If a qualified employee 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.

Subd. 5. Duration of Insurance Contributions: An employee is eligible for School District contribution as provided in this article as long as the employee is employed by the School District, on paid status, and enrolled in the School District's group health and hospitalization insurance plan. Upon termination of employment, all School District contributions shall cease.

Subd. 6. Married Couples: If a member of the bargaining unit is married to another district employee, the employee (LPN) and spouse will be eligible for a district contribution towards family health insurance coverage, or two single health insurance plans both at the LPN contribution. This language does not constitute a stacking benefit of insurance premiums.

Subd. 7. Eligibility: Benefits provided in this article are designed for employees contracted to work at least 1232 hours per basic work year, excluding the extended school year. Eligibility is subject to any limitations contained in the contract between the insurance carrier and the School District.

Section 2. Post-Retirement Group Health Insurance for those employees in the unit who held a position in the unit prior to and as of June 30, 2013: The School District shall make available health plans to eligible retirees. The selection of the insurance carrier and policy shall be made by the School District as provided by law.

Subd. 1. Health Plans: An eligible retiree may continue to participate in a school district or other health insurance plan as of the effective date of their retirement. With respect to eligible retirees, the School District shall pay for the employee's entire single premium until eligible for Medicare/Medicaid.

Dependent coverage, if desired, must be paid by the eligible employee by making arrangements with the School District business office to pay the monthly premiums on such date as determined by the School District.

The School District's contribution will discontinue upon the employee being eligible for Medicare/Medicaid.

Subd. 2. Benefits Provided Through the VEBA: The School District shall provide a health reimbursement arrangement for eligible retirees through the VEBA Plan.

Subd. 3. Establishment of VEBA: The School District shall make available a VEBA Plan and Trust to all eligible retirees who exercise their option to enroll in a health care plan offered in Section 2 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.

The VEBA Plan year will begin and end on the same dates as the health care plans offered in this of the Article.

Subd. 4. Payment of Administrative Fee: 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.

Subd. 5. Employer Contributions to the Health Reimbursement Arrangement for Eligible Retirees: The School District will make an annual contribution in the amount of \$1200 to individual accounts under the Health Reimbursement Arrangement for eligible retirees. The contribution will be made on or about the first day of the VEBA plan year.

Subd. 6. Eligibility: Only those employee unit members prior to and as of June 30, 2013 shall be eligible for participation in the Post Retirement Group Health Insurance Arrangement as provided in this Section. An eligible employee who retires prior to eligibility for Medicare/Medicaid and is at least 55 years of age at the time of retirement and has at least 15 years of service in the Albert Lea School District shall be eligible for participation in the Post Retirement Group Health Insurance Arrangement as provided in this Section.

Section 3. 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 the 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 and pay such amounts as agreed to in this Agreement, 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. Dental Insurance: The school district will offer one or more dental insurance plans for eligible employees and their legal dependents. The entire cost of coverage will be at the employee's expense.

Section 1. Income Protection: The School District shall provide an income protection insurance plan that will pay LPN's two-thirds (2/3) of their salary. The plan will be administered according to the income protection policy provisions.

Section 3. Life Insurance: The School District shall contribute the necessary premiums to provide \$60,000 of group term life insurance, convertible at retirement subject to the terms of the policy.

Section 4. Duration of Insurance Contribution: An employee is eligible for School District contributions towards insurance as provided in this Article as long as the employee is employed by the School District. Upon termination of employment, all School District participation and contribution shall cease effective the day after the last day of employment.

Section 5. 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 the 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 and pay such amounts as agreed to in this Agreement, and no claim shall be made against the School District as a result of a denial of insurance benefits by an insurance carrier.

ARTICLE X HOLIDAYS

Section 1. Paid Holidays: Eligible employees shall be granted the following seven (7) paid holidays: Labor Day, Thanksgiving (2), one (1) designated holiday to be taken during the period of winter break, New Year's Day, Presidents Day, and Memorial Day.

Section 2. Weekends: Any holiday that falls during a weekend will be observed on a day established by the School District.

Section 3. School in Session: The School District reserves the right, if school is in session, to cancel any of the holidays noted in Section 1 above and establish another holiday in lieu thereof.

Section 4. Holiday within a Vacation Period: Any legal holiday or any holiday which falls within an employee's vacation period shall not be counted as a vacation day.

Section 5. Eligibility: Holiday benefits provided in this article are designed for employee unit members and shall be paid for any holiday identified in Section 1 occurring after the date of hire. This benefit

excludes the extended school year and substitute or temporary employees shall not be eligible for any benefits pursuant to this article.

ARTICLE XI VACATION

Section 1. Earned Vacation: Eligible employees shall receive four (4) days of annual paid vacation. One unused vacation day may be carried over and accumulated. No more than five (5) days of vacation may be used in a given school year. Vacation can be used to a maximum of 4 days consecutively. One day will be the equivalent hours of one contracted work day.

Section 2. Scheduling: Use of vacation time shall be granted only through approval of the requesting employee (LPN) using the District designated absence program. Two (2) employees may be absent on any given day. Such days may be taken during the first five (5) and last five (5) student contact days, only with prior approval of the Superintendent or their designee.

Section 3. Resignation: The employee shall not be compensated for unused vacation days in the event of resignation, retirement, or termination.

Section 4. Eligibility: Vacation benefits shall be prorated based on the employee's contract for the basic school year. This benefit excludes the extended school year and substitute or temporary employees shall not be eligible for any benefits pursuant to this article.

ARTICLE XII OTHER LEAVES OF ABSENCE

Section 1. Disability Leave: When illness or injury prevents an employee's attendance at work and the performance of their duties, the employee shall be granted leave according to this section. For purposes of this contract, "sick and safe leave" per Minnesota Statute 181.940 et. Seq, will be referred to as disability leave.

Subd. 1. Earning: Disability leave of 10 days per year for full-time employees shall be granted each year of service. One day will be the equivalent hours of one contracted work day. Each full-time employee shall receive their 10 days at the start of the school year. Part-time employees will have their leave pro-rated.

Subd. 2. Accumulation: Unused disability leave days may accumulate to a maximum of 130 days of disability leave per employee.

Subd. 3. Use: Disability leave with pay shall be allowed whenever an employee's absence is necessary for the following reasons:

- The employee's mental or physical illness, treatment, or preventative care;

- A family member's mental or physical illness, treatment, or preventative care;
- Absence due to domestic abuse, sexual assault, or stalking of the employee or a family member;
- Closure of the teacher's workplace due to weather or public emergency or closure of a family member's school or care facility due to weather or public emergency; and
- When determined by a health authority or health care professional that the employee or a family member is at risk of infecting others with a communicable disease.

Sick and safe leave may be used for the care and support of an employee's:

1. Child, including foster child, adult child, legal ward, child for whom the employee is legal guardian, or child to whom the employee stands or stood in loco parentis (in place of a parent);
2. Spouse or registered domestic partner;
3. Sibling, stepsibling, or foster sibling;
4. Biological, adoptive or foster parent, stepparent, or a person who stood in loco parentis (in place of a parent) when the employee was a minor child;
5. Grandchild, foster grandchild, or step-grandchild;
6. Grandparent or step-grandparent;
7. Sibling's child;
8. Parent's sibling;
9. Child-in-law or sibling-in-law;
10. Any of the family members listed in 1 through 9 above of an employee's spouse or registered domestic partner;
11. Any other individual related by blood or whose close association with the employee is equivalent of a family relationship; and
12. Up to one individual annually designated by the employee.

This list is pursuant to MN statutes 181.940 et. Seq. If statutes pertaining to disability leave are revised; to include its use or eligibility, this provision of the contract will also reflect the revised statute/s.

Subd. 4. Medical Certificate: The School District may require an employee to furnish a medical certificate from a qualified physician as evidence of illness and/or disability pursuant to this section, indicating such absence was due to illness and/or disability, in order to qualify for disability leave pay. However, the final determination as to the eligibility of an employee for disability leave is reserved to the School District. In the event that a medical certificate will be required, the employee will be so advised.

Subd. 5. Deduction: Disability leave allowed shall be deducted from the accumulated disability leave days earned by the employee.

Section 2. Workers' Compensation: Pursuant to M.S. Chapter 176, an employee injured on the job in the service of the School District and collecting workers' compensation insurance may draw sick leave and receive full salary from the School District, the salary to be reduced by an amount equal to the insurance payments, and only that fraction of the days not covered by insurance will be deducted from accrued sick

leave.

Section 3. Emergency Leave: When an emergency requires the employee's attendance during the time when they are normally expected to perform their duties, the employee may be granted leave according to the following:

Subd. 1. Earning: Eligible employees, as defined in this article, may be granted a leave with pay at the discretion of the Superintendent or Executive Director of Human Resources of up to two (2) non-cumulative days per year. One day will be the equivalent hours of one contracted work day. The Superintendent's or Executive Director of Human Resources' decision is not subject to the grievance procedure in Article XV.

Subd. 2. Uses: Leaves shall be for situations that arise requiring the employee's emergency attentions which cannot be attended to outside of the employee's normal work hours and which are not covered under other policies. Severe illness of spouse, child, parent, or other members of the employee's household, death, funerals, court appearances and estate settlements are examples of situations where this leave may be granted. Emergency leave may not be used for activities which involve employment outside the District or for activities of a recreational nature.

Subd. 3. Special Approval Provisions: Requests must be made at least three (3) days in advance, whenever reasonably possible. The request shall state the reason for the proposed leave. The Superintendent or designee reserves the right to refuse to grant such leave, if, under the circumstance involved, it is determined that such leave should not be granted. The Superintendent's or their designee's decision is not subject to the grievance procedure in Article XV.

Section 4. School Conference and Activities Leave (Child Event Leave): In accordance with the provisions of MS.181.9412, the District will provide each LPN with up to sixteen hours of school conference and activities leave during any twelve-month period to attend school conferences or school related activities related to the employee's child, provided the conference, activity or observation cannot be scheduled during non-work hours.

Subd 1. One school day advance written notice shall be provided via the District's Absence Management reporting system. Details about the specific event must be included with the absence request to determine if the request is a qualifying event.

Subd 2. The district may waive the advanced written notice requirement in emergency situations under exceptional or unusual circumstances.

Subd 3. Such leave will be deducted from the LPN's vacation leave if they choose Child Event--Paid. The LPN's paycheck will be docked if they choose Child Event—Unpaid

Subd 4. A "child" includes any child or step-child of the employee, whether biological, adopted or foster, who is younger than 18 or who is younger than 20 and is still attending secondary school. Eligible employees can receive up to 16 hours for each child. Toddler-age child care, early

childhood special education programs and pre-kindergarten children are included.

Section 5. Emergency School Closings: Employees covered under this agreement shall not be required to report for duty when school is closed because of weather or other emergencies, and those days will be regarded as regular paid work days. If it is necessary to extend the school year, the days will be made up on the same days as other employees without additional pay. If an employee has a scheduled, paid vacation day or sick day and a school closing is called, the employee must notify their principal or designee by 6:15 am if they would like to rescind their vacation or sick day request.

Section 6. Bereavement Leave: Eligible employees, as defined in this article, shall be granted the following non-cumulative bereavement leave. One day will be the equivalent hours of one contracted work day.

Subd. 1. Immediate Family: Up to three (3) days, with pay, non-cumulative, of bereavement leave shall be granted for death in the immediate family. For purposes of this section, immediate family is defined as the employee's spouse, child, parent, brother, sister, father-in-law, mother-in-law, son-in-law, daughter-in-law, grandparents, grandchildren, and any other person living in the same household.

Subd. 2. Close Family: One (1) day of leave, with pay, non-cumulative, shall be granted for death in the close family. For purposes of this section, close family is defined as the employee's sister-in-law, brother-in-law, aunt, uncle, niece or nephew.

Subd. 3. Special Approval Provisions: Requests for bereavement leave must include a reason for the leave. The particular amount of leave allowed is subject to the discretion of the Superintendent, or their designee.

Section 7. Jury Service: Employees called for jury duty or under subpoena to give testimony in a court of law shall receive their regular pay less any remuneration they receive as compensation for jury services.

Section 8. Insurance Application: An employee on unpaid leave is eligible to continue to participate in group insurance programs if permitted under the insurance policy provisions. The employee shall pay the entire premium for such insurance commencing with the beginning of the unpaid leave and shall pay to the School District the monthly premium in advance, except as otherwise provided in law. In the event the employee is on paid leave from the School District under Section 1. above or supplemented by disability leave pursuant to Section 2. above, the School District will continue insurance contributions as provided in this Agreement until disability leave is exhausted. Thereafter, the employee must pay the entire premium for any insurance retained.

Section 9. Approval and Scheduling: Use of any of the leaves described in this Article shall be granted only through approval of the requesting employee's supervisor using the District's required procedures, including its designated absence program, and required documentation.

Section 10. Eligibility: Unless otherwise required by law, full leave benefits provided in this article are designed for employees contracted to work at least 1232 hours per basic work year, excluding the extended school year. Unless required by law, employees contracted to work less than 1232 hours per basic work year shall have their benefits prorated based on the employee's contract for the basic school year. This benefit excludes the extended school year and substitute or temporary employees shall not be eligible for any benefits pursuant to this article.

Section 11. Resignation: In no event will the employee who resigns, retires, or who is terminated be compensated for unused leave pursuant to this Article.

ARTICLE XIII

403(b) MATCHING CONTRIBUTION PLAN

Section 1. Eligibility: Pursuant to the provisions of M.S. 123B.02, Subd. 15. and Section 403(b) of the Federal Internal Revenue Code, the School District will make matching contributions for each employee who has completed at least three (3) consecutive years of working experience in the Albert Lea School District and who are contracted to work at least 600 hours per basic work year, excluding the extended school year.

Section 2. Amount of School District Contribution: After completion of their third (3rd) consecutive year of working experience in the School District, eligible employee shall be granted an annual School District matching contribution of up to 4% of their salary to a maximum of \$1,200 per year.

Section 3. Notice of Participation: To be eligible for the provisions of this article, the employee must notify the School District, in writing, by no later than June 1 each year of their intention to participate in this matching program and the amount of the employee's 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 their intention to modify their 403(b) contribution effective January 1. Such participation shall continue from year to year at the specified amount unless the employee notifies the School District, in writing, otherwise.

Section 4. Payment: The employee's contribution shall be made by payroll deduction.

Section 5. Unpaid Status: An employee on unpaid leave status may not participate in the provisions of this article.

Section 6. Applicable Statutes: The provisions of this article are subject to all limitations relating to such plans as provided by Federal and State laws.

**ARTICLE XIV
OTHER BENEFITS**

Section 1. CEU Credits. The School District shall pay the cost for obtaining twelve (12) continuing education credits over a two (2) year period with prior approval of the School District. The employee will be paid their normal hourly wage for any portion of the day that the employee will be attending approved CEU training.

Section 2. Cell Phone. LPN employees shall be reimbursed \$100 per year for use of a personal cell phone, retroactive to July 1, 2021.

**ARTICLE XV
SENIORITY AND LAYOFF**

Section 1. Seniority List: A seniority list shall be presented to the bargaining unit President on or about each October 1st. A employee's position on the current seniority list shall be determined by using the first date of continuous employment in the District as an LPN or LPN/Para. An employee shall lose their seniority standing as a employee upon voluntary resignation from employment as LPN or LPN/Para with the School District.

Section 2. Layoff Application:

Subd. 1. In the event of a layoff of employee, such layoffs shall be according to seniority in the inverse order of hiring.

Subd. 2. Employee shall be rehired according to seniority in the inverse order of layoff. An employee will be re-called to a position of at least 80% of their layoff position. In the event that an employee is recalled and declines to accept the position offered, the employee's recall rights shall terminate. An employee's recall rights shall terminate after twenty-four (24) months of continuous layoff. The recall list will be maintained by the Superintendent or their designee.

Subd. 3. The number of employee positions may be reduced by the District due to lack of pupils, lack of funds, or the termination of programs.

Subd. 4. Employee whose positions are eliminated shall be provided written notice of the termination reasons. Employee so notified shall be given two (2) weeks notice. Notice of termination for the next school year must be made before July 15.

Subd. 5. Employees whose positions are eliminated will be eligible to fill open paraeducator positions if the paraeducator contract allows. The district will recognize direct paraeducator experience in determining placement on the paraeducator salary schedule.

ARTICLE XVI
DISCIPLINE, DISCHARGE, AND PROBATIONARY PERIOD

Section 1. Probationary Period: An employee shall serve a probationary period of nine (9) months of continuous service in the School District, during which time the School District shall have the unqualified right to suspend without pay, discharge, or otherwise discipline such employee. During this probationary period, the employee shall have no recourse to the grievance procedure insofar as suspension, discharge, or other discipline is concerned. However, a probationary employee shall have the right to bring a grievance regarding any other provisions of the Agreement alleged to have been violated. The nine (9) month probationary period may be extended upon mutual agreement of the employee and the School District.

Section 2. Probationary Period; Change of Classification: In addition to the initial probationary period, an employee transferred or promoted within the bargaining unit to a different classification shall serve a new probationary period of three (3) calendar months in any such new classification. During this three (3)-month probationary period, if the School District determines that the employee's performance in the new classification is unsatisfactory, the School District shall have the right to reassign the employee to the former classification.

Section 3. Completion of Probationary Period: An employee who has completed the probationary period may be suspended without pay or discharged only for just cause.

Section 4. Discipline: The School District shall have the right to impose discipline on its employees for just cause. Discipline shall consist of oral reprimand, written reprimand, suspension with pay, suspension without pay, and discharge. The School District reserves the right to impose discipline at any level as determined by the School District based upon the circumstances surrounding the action. An oral or written reprimand may be grieved up to Level III of the grievance procedure but may not be carried to arbitration.

ARTICLE XVII
GRIEVANCE PROCEDURE

Section 1. Definitions:

Subd. 1. Grievance: The word, "grievance," shall mean an allegation, in writing, by an employee that the employee has been injured as a result of a dispute or disagreement between the employee and the School District as to the interpretation or application of specific terms and conditions contained in this Agreement.

Subd. 2. Grievant(s): The word, "grievant(s)," shall mean an individual employee, a group of employees, or the exclusive representative who/which files a grievance as defined in Subd. 1. above.

Subd. 3. Group of Employees: A group of fewer than ten (10) employees may file a grievance if a complaint arises out of the same transaction or occurrence and the facts and claim are common to all employees in the group. Such grievance must be in writing and signed by all grievants in the group.

Subd. 4. Exclusive Representative Grievance: The exclusive representative may file a grievance if a complaint involving ten (10) or more employees arises out of the same transaction or occurrence and the facts and claim are common to all employees in the group. In order to pursue such a grievance, the exclusive representative must provide the Superintendent with the names and signatures of the affected employees no later than the third (3rd) level of the grievance procedure. The exclusive representative grievance may proceed only as to the employees identified in the appeal to arbitration. The exclusive representative may also file a grievance if the allegation involves a specific right of the exclusive representative as provided in this Agreement.

Subd. 5. Days: Any reference to the word, "days," regarding time periods in this procedure shall refer to working days. The term, "working day," is defined as all week days not designated as holidays by state law.

Section 2. Representation: The grievant(s), administrator(s), or School Board may be represented during any step of the procedure by any person or agent designated by such party to act on the party's behalf.

Section 3. Interpretations:

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

Subd. 2. Computation of Time: In computing any period of time prescribed or allowed by procedures in this article, the date of the act, event, or default for which the designated period of time begins to run shall not be included. The last day of the period so computed shall be counted, unless it is a Saturday, a Sunday, or a legal holiday, in which event, the period runs until the end of the next day which is not a Saturday, a Sunday, or a legal holiday.

Subd. 3. Filing and Postmark: The filing or service of any notice or document required by this Agreement shall be timely if it is personally served or if it bears a certified postmark of the United States Postal Service within the time period.

Section 4. Time Limitation and Waiver: A grievance shall not be valid for consideration unless the grievance is submitted to the School District's designee in writing, signed by the grievant(s), setting forth the facts and the specific provision(s) of the Agreement allegedly violated and the particular relief sought within twenty (20) days after the date that the first event giving rise to the grievance occurred. Failure to file any grievance within such period shall be deemed a waiver of that grievance. Failure to appeal a grievance from one level to another within the time periods hereafter provided shall constitute a waiver of the grievance. An effort shall first be made to resolve an alleged grievance informally between the grievant(s) and the School District's designee.

Section 5. Resolution of Grievance: The School District and the grievant(s) shall attempt to resolve all grievances which may arise during the course of employment as follows:

Subd. 1. Level I: If the grievance is not resolved through informal discussion, the School District's designee shall give a written decision on the grievance to the parties involved within ten (10) days after receipt of the written grievance.

Subd. 2. Level II: In the event the grievance is not resolved in Level I, the decision rendered may be appealed to the Superintendent, provided such appeal is made, in writing, within five (5) days after the receipt of the decision in Level I. If a grievance is properly appealed to the Superintendent, the Superintendent or their designee shall set a time to meet regarding the grievance within fifteen (15) days after receipt of the appeal. Within ten (10) days after the meeting, the Superintendent or their designee shall issue a decision in writing to the parties involved.

Subd. 3. Level III: In the event the grievance is not resolved in Level II, the decision rendered may be appealed to the School Board, provided such appeal is made, in writing, within five (5) days after the receipt of the decision in Level II. If a grievance is properly appealed to the School Board, the School Board shall hear the grievance within twenty (20) days after receipt of the appeal. Within twenty (20) days after the meeting, the School Board shall issue its decision in writing to the parties involved. At the option of the School Board, a committee or representative(s) of the School Board may be designated by the School Board to hear the appeal at this level and report the findings and recommendations to the School Board. The School Board shall then render its decision.

Section 6. Denial of Grievance: Failure by the School Board or its representative(s) to issue a decision within the time period provided in this article shall constitute a denial of the grievance, and the grievant(s) may appeal it to the next level.

Section 7. Arbitration Procedures: In the event that the grievant(s) and the School Board are unable to resolve any grievance, the grievance may be submitted to arbitration as explained in this article.

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

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

Subd. 3. Selection of Arbitrator: Upon the proper submission of a grievance under the terms of this procedure, the parties may, within ten (10) days after the request to arbitrate, attempt to agree upon the selection of an arbitrator. If no agreement on an arbitrator is reached, either party may request the Commissioner to submit a panel of seven (7) arbitrators to the parties, pursuant to PELRA, provided such request is made within twenty (20) days after the request for

arbitration. The request shall ask that the panel be submitted within ten (10) days after the receipt of said request. Within ten (10) days after receipt of the panel, the parties shall alternately strike names, and the remaining name shall be the arbitrator to hear the grievance. The order of striking will be determined by lot. Failure to agree upon an arbitrator or the failure to request an arbitrator from the Commissioner within the time period as provided in this article shall constitute a waiver of the grievance.

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

Subd. 5. Decision: Decisions by the arbitrator in cases properly before them shall be final and binding upon the parties, subject, however, to the limitations of arbitration decisions as provided in PELRA. The arbitrator shall issue a written decision and order including findings of fact which shall be based upon substantial and competent evidence presented at the hearing. All witnesses shall be sworn upon oath by the arbitrator.

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

Subd. 7. Jurisdiction: The arbitrator shall have jurisdiction over disputes or disagreements relating to grievances properly before them pursuant to the terms of this procedure. The jurisdiction of the arbitrator shall not extend to proposed changes in terms and conditions of employment as defined 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 in this article; 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 District, its overall budget, utilization of technology, the organizational structure, and selection and direction and number of personnel. In considering any issue in dispute, the arbitrator's order shall give due consideration to the statutory rights and obligations of the School Board to efficiently manage and conduct its operation within the legal limitations surrounding the financing of such operations.

Section 8. Election of Remedies and Waiver: A party instituting any action, proceeding, or complaint in a federal or state court of law or before an administrative tribunal, federal agency, state agency, or seeking relief through any statutory process for which relief may be granted, the subject matter of which may

constitute a grievance under this Agreement, shall immediately thereupon waive any and all rights to pursue a grievance under this article. Upon instituting a proceeding in another forum as outlined in this Agreement, the employee(s) shall waive the right to initiate a grievance pursuant to this article, or, if the grievance is pending in the grievance procedure, the right to pursue it further shall be immediately waived. This section shall not apply to actions to compel arbitration as provided in the Agreement or to enforce the award of an arbitrator or to any other situation in which its application would be considered unlawful retaliation or reprisal.

ARTICLE XVIII DURATION

Section 1. Terms and Reopening Negotiations: This Agreement shall remain in full force and effect for a period commencing upon the date of its full ratification through June 30, 2025, and thereafter as provided by PELRA. If either party desires to modify or amend this Agreement commencing at its expiration, it shall give written notice of such intent to the other party no later than one hundred twenty (120) days prior to said expiration. Unless otherwise mutually agreed, the parties shall not commence negotiations more than ninety (90) days prior to the expiration date of this Agreement.

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

Section 3. Severability: The provisions of this Agreement shall be severable, and if any such provision or the application of any such provision under any circumstances is held invalid, it shall not affect any other provisions of this Agreement or the application of any provision.

Section 4. Amendment: Except as provided in Section 1 above, amendments to this Agreement shall be undertaken only by written mutual agreement of both parties, and shall be limited to specific sections of this Agreement. Should such negotiations result in a mutually acceptable amendment of this Agreement, the amendment shall be subject to ratification by the parties hereto.

Section 5. 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.

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

For Licensed Practical Nurse Association

For the School District




President



School Board Chair



Secretary



School Board Clerk

Dated this 17 day of October, 2023

Dated this 17th day of October, 2023.

SCHEDULE A

2023-2024

**Albert Lea Schools Licensed Practical Nurse Association
Rate of Pay Schedule**

| Step | Hourly Wage |
|------|-------------|
| 1 | \$25.64 |

SCHEDULE B

2024-2025

**Albert Lea Schools Licensed Practical Nurse Association
Rate of Pay Schedule**

| Step | Hourly Wage |
|------|-------------|
| 1 | \$26.41 |