

AGREEMENT

between

INDEPENDENT SCHOOL DISTRICT NO. 150

and

EDUCATION MINNESOTA HAWLEY ESP

Effective through June 30, 2024

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ARTICLE I PURPOSE

Section 1. Parties. This Agreement, entered into between the School Board of Independent School District No. 150, Hawley, hereinafter referred to as the School District and Education Minnesota Hawley ESP, hereinafter referred to as exclusive representative for employees, as defined in Article III, Section 2, pursuant to and in compliance with the Public Employment Labor Relations Act of 1971 as amended to provide the terms and conditions of employment for said employees during the duration of this agreement.

ARTICLE II RECOGNITION OF EXCLUSIVE REPRESENTATIVE

Section 1. Recognition. In accordance with the PELRA of 1971 as amended, the School Board recognizes Education Minnesota Hawley ESP as the exclusive representative of all non-licensed employees employed by the School Board of Independent School District No. 150, which exclusive representative shall have those rights and duties as prescribed by the PELRA of 1971, as amended and as described in the provisions of this agreement.

Section 2. Appropriate Unit. The exclusive representative shall represent all the non-licensed employees of the School District as defined in the certification by the Commissioner of the Bureau of Mediation Services in Case No. 01-PCE-908 as follows: All non-certified employees employed by Independent School District No. 150, Hawley, Minnesota, who are public employees within the meaning of Minn. Stat. § 179A.03, Subd. 14, excluding supervisory and confidential employees.

ARTICLE III DEFINITIONS

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

Section 2. School District. For purposes of administering this Agreement, the term "School District" shall mean the School Board or its designated representative.

Section 3. Other Terms. Terms not defined in this Agreement shall have those meanings as defined by the PELRA.

ARTICLE IV SCHOOL BOARD RIGHTS

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

Section 2. Management Responsibilities. The exclusive representative recognizes the right and obligation of the School Board to efficiently manage and conduct the operation of the School District within its legal limitations, so long as such actions do not conflict with the Master Agreement.

Section 3. Effect of Laws, Rules and Regulations. The exclusive representative recognizes that all employees covered by this Agreement shall perform the services and duties prescribed by the School District and shall be governed 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 other orders from time to time as deemed necessary by the School District insofar as such rules, regulations, directives and orders are not inconsistent with the terms of this Agreement. The exclusive representative also recognizes that the School Board, all employees covered by this Agreement, and all provisions of this Agreement, are subject to the laws of the State of Minnesota, Federal laws, rules and regulations of the State Department of Education, and valid rules, regulations and orders of state and federal governmental agencies. Any provision of this Agreement found to be in violation of such laws, rules, regulations, directives or orders shall be null and void and without force and effect. This provision does not constitute an incorporation of said laws and rules in this Agreement.

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

ARTICLE V EMPLOYEE RIGHTS

Section 1. Right to Views. Nothing contained in this Agreement shall be construed to limit, impair or affect the right of any employee or representative to the expression or communication of a view, grievance, complaint or opinion on any matter related to the conditions or compensation of public employment for their betterment, so long as the same is not designed 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. Request for Dues Check Off. Employees shall have the right to request and be allowed dues check off for the employee organization of their selection, provided that dues check off and proceeds thereof shall not be allowed any employee organization that has lost its right to dues check off pursuant to Minn. Stat. § 179A.19, Subd. 7 of the PELRA of 1971 as amended. Upon receipt of a properly executed authorization card of the employee involved, the School District will deduct from the employee's paycheck the dues that the employee has agreed to pay to the employee organization during the period provided in said authorization.

Section 3. Representation. A member of the state or national organization may meet with an employee during the employee's lunch period or other non-duty time for the employee, provided such meetings do not interfere with normal school operations or the employee's duty time, with prior notification by the representative to the Superintendent or Principal.

Section 4. Personnel Files. All evaluations and files generated within the School District related to each individual employee shall be available to each individual employee upon written request. The examination of the employee's file will be by appointment and with supervision by

the School District. Upon the employee's written request, and at the employee's expense, the School District shall provide copies of file contents as requested by the employee. Employees shall have the right to submit for inclusion in the employee's file written information in response to any materials contained therein, provided, however, the School District may destroy such files as provided by law. A disciplinary action will not be placed in an employee's personnel file by the School District without first providing a copy of such material to the employee.

Section 5. Use of School Facilities. The Union shall have the right to use a meeting facility of the School District, subject to School District policy and approval, as would be the case for any other private organization or other employee group.

ARTICLE VI DUTY DAYS AND HOURS OF SERVICE

Section 1. Employee Duty Days. The School Board shall establish the number of school days for the next year, and the employee shall perform services on those days as determined by the School Board, including those legal holidays on which the School Board is authorized to conduct school. All hourly paid employees shall work such days as assigned by the School District. The School District shall annually meet and confer with the Union regarding any modifications in the duty year.

Section 2. Hours of Service.

Subd. 1. Shifts and Starting Times. All employees will be assigned starting times and shifts as determined by the School District.

Subd. 2. Lunch Period and Breaks. All employees working at least four hours per day shall be provided a duty-free lunch period of at least 30 minutes without pay. Employees working at least a six-hour shift will be provided two ten minute breaks each shift, one occurring in the first half of the shift and one occurring in the second half of the shift. This section shall not apply to bus drivers.

Sub. 3. Additional Hours Beyond Regular Schedule. Employees who are requested to and/or are requesting to work beyond their normal working hours must have prior approval of the building principal and the Superintendent. A description of the contemplated additional hours, including the time to complete the work, shall be presented to the Principal prior to commencing the work. Overnight field trips will have a maximum of 15 hours. In emergency circumstances, additional hours may be commenced upon verbal approval of the Superintendent. The decision of the Superintendent is final and shall not be subject to the grievance procedure.

Section 3. Overtime/Compensatory Time.

Subd. 1. Overtime. All work over 40 hours per week shall be paid at the overtime rate of time and one-half (1½) or compensatory time shall be allowed at time and one-half (1½).

Subd. 2. Procedure. All overtime must have the prior approval of the building principal and the Superintendent. A description of the contemplated overtime, including time required to complete the work, shall be presented to the Principal on the School District form prior to commencing the work. In emergency circumstances, overtime may be commenced upon verbal approval of the Superintendent.

Subd. 3. Compensatory Time/Overtime. At the time an employee is assigned to work in excess of 40 hours in any week, the employee and supervisor will come to a mutual

agreement on whether the employee will receive overtime pay or compensatory time, with the final decision resting with the supervisor. The specific dates of compensatory time will be determined by the employee and must occur within the next 60 days. No more than one employee from each job category may be out on compensatory time on a given day.

Section 4. Emergency Closing. In the event a duty day is lost due to an emergency or E-Learning day, the employee shall perform duties on another day as determined by the School District without loss of pay. In the event that the day is not made up, the employee shall first use personal leave or vacation leave. In the event neither of these options are available, the employee's compensation shall be reduced accordingly.

Section 5. Building Checks and Callbacks. If an employee is called back to work not contiguous with the employee's working time, the employee shall receive a minimum of two hours of pay. Assigned building checks will be paid on the basis of 1.5 hours of work. Both periods will be paid at time and one-half (1½) for those employees already working a 40-hour week.

Subd. 1. Week-end Duties. All custodial employees are required to be on rotation for week-end duties.

Section 6. Extra Bus Trips and Route Openings. Extra bus trips shall be based on a voluntary basis and bid for on a seniority basis with the most senior having the first choice. As different regular bus routes come open, drivers shall bid on the open routes on the basis of seniority with the most senior having the first choice.

Subd. 1. Route Openings. As different regular routes come open, drivers shall bid on the open routes on the basis of seniority with the most senior having the first choice.

Subd. 2. Extra Bus Trips. Extra bus trips shall be based on a voluntary basis and bid for on a rotational seniority basis with the most senior having the first choice. Trips will be assigned monthly with the most senior choosing first and the second most senior chooses, then through the rest of the seniority including subs. Each driver gets one choice per round until the trips are filled.

Section 7. Multiple Job Classification – Temporary Assignment. An employee assigned temporary duties in a different job classification, will receive compensation at the regular rate or the rate of the temporary assignment, whichever is higher, if the temporary assignment involves more than one hour on a given day.

Section 8. Multiple Job Classification – Permanent Assignment. Employees assigned permanent duties in different job categories will receive compensation at the corresponding designated rate for the time they worked in each category.

Section 9. Management Aide. A management aide will be paid for the actual hours of service with the assigned student. In the event the student is not in attendance without prior notification to the School District, the management aide will be paid for one (1) hour.

Section 10. Attendance Incentive. Employers working 1500 hours or more per year shall be compensated \$350 per year for using eight (8) or less days from personal or sick leave. Employees working less than 1500 hours per year shall be compensated \$350 for using four (4) or less days from personal or sick leave. This will be payable in the last pay period.

ARTICLE VII RATES OF PAY

Section 1. Rates of Pay.

Subd. 1. 2020-21 Contract Year. Rates of pay as provided in Schedule A hereof shall be a part of this Agreement for the 2020-21 contract year. The parties have agreed upon a modified salary structure and employees shall be placed on schedule as stipulated by the parties in a Memorandum of Agreement bearing the same date as this Agreement.

Subd. 2. 2021-22 Contract Year. Rates of pay as provided in Schedule B hereof shall be a part of this Agreement for the 2021-22 contract year. Employees not at the top of the schedule shall advance for the 2021-22 contract year one step over their 2020-21 placement.

Subd. 3. Successor Agreement. In the event a successor agreement is not entered into prior to July 1, 2022, an employee shall remain at the same step as compensated during the 2021-22 contract year until a successor Agreement is reached.

Section 2. New Employees. New employees shall be hired at such step on the salary schedule as agreed to between the employee and the School District and shall be eligible for step advancement on July 1 if employed prior to January 1. An employee hired after January 1 shall be eligible for any increase in starting salary on July 1 but shall not be eligible for step advancement until the following July 1.

Subd. 1. New custodial employees hired after September 1, 2006 may be required to obtain a Special Boiler License within one (1) year of completing their probationary period.

Section 3. Application. The School District may withhold a salary increase as provided in this Article in individual cases where a demonstrable deficiency in performance of the employee occurs, provided the employee affected shall receive notice of such action to withhold advancement on the rate progression sequence thirty (30) days prior to the otherwise effective date of increase.

Section 4. Custodian/Maintenance License Differential. To encourage the acquisition of licenses, the School District will compensate a custodian/maintenance employee who obtains an equal to or better than a Special Boiler License in the amount of fifty (50) cents per hour. The school district will also compensate a custodian/maintenance employee who obtains a Certified Pool Operators permit in the amount of fifty (50) cents per hour for the time period the swimming pool is operational. Notwithstanding the provisions of this section, any employee presently receiving a differential under a lower license will continue to receive such differential as long as the employee maintains such licensure. The School District will also reimburse the custodian/maintenance employee holding such a license for the cost and renewal thereof.

Section 5. Employer Discretion. Nothing herein shall preclude the Employer from granting increases related to performance, equity adjustments, or market conditions above the requirements of this Article.

Section 6. Payment. Employees shall be paid semi-monthly on the fifteenth and last day of each month. If a pay day falls on a weekend or holiday, employees shall be paid on the last scheduled day of work preceding the weekend or holiday.

ARTICLE VIII GROUP INSURANCE

Section 1. Selection of Carrier. The selection of the insurance carrier and policy shall be made by the School District as provided by law.

Section 2. Health and Hospitalization Insurance.

Subd. 1. Tier 1 Individual Coverage. Effective July 1, 2020, the School District shall contribute the sum of \$3,425 per annum toward the premium for individual coverage for eligible employees employed by the School District who qualify for and are enrolled in the School District's group health and hospitalization plan.

Subd. 2. Tier 1 Family Coverage. Effective July 1, 2020, the School District shall contribute the sum of \$3,800 per annum toward the premium for family coverage for eligible employees employed by the School District who qualify for and are enrolled in the School District's group health and hospitalization plan.

Subd. 3. Tier 2 Coverage. Effective July 1, 2020, the School District shall contribute the sum of \$2,000 per annum toward the premium for health coverage for eligible employees employed by the School District who qualify for and are enrolled in the School District's group health and hospitalization plan. These employees are defined as regularly employed and scheduled to work 1,000-1,499 hours per year.

Subd. 4. Implementation. The annual sums provided in this section contemplate a full year of employment. In the event that the employee terminates employment during a contract year, the School District's contribution toward monthly premiums shall terminate effective upon the employee's termination from employment.

Subd. 5. Payroll Deduction. The cost of the premium not contributed by the School District shall be borne by the employee and paid by payroll deduction.

Section 3. Life Insurance. The School District shall provide each eligible employee with term life insurance in the School District's group term life insurance program in the amount of \$25,000.

Section 4. Long-Term Disability Insurance. The School District shall provide each eligible employee with long-term disability insurance in the School District's group long-term disability plan.

Section 5. Claims Against the School District. It is understood that the School District's only obligation is to purchase an insurance policy and pay such amounts as agreed to herein and no claim shall be made against the School District as a result of a denial of insurance benefits by an insurance carrier.

Section 6. Duration of Insurance Contribution. An employee is eligible for School District contribution as provided in this Article as long as the employee is employed and on paid status by the school district. Upon termination of employment, all district contribution shall cease.

Section 7. Eligibility. The benefits of this Article are designed only for eligible employees defined as those employees regularly employed and scheduled to work at least 1,500 hours per year with the exception of long-term disability and life insurance, and such benefits shall not apply to any employee regularly employed and scheduled to work for a lesser period of time. To be

eligible for long-term disability insurance and life insurance an employee must work three (3) or more hours per day for more than 165 days. Employees who are employed an average of at least 30 hours per week and 165 days in a school year may purchase single or family health insurance coverage through the District's group health and hospitalization plan, however, the cost of all premiums shall be borne by the employee.

Section 8. Exception. Notwithstanding the provisions of Section 7 hereof, any employee who is receiving insurance benefits at the time of the execution of this Agreement shall continue to receive such insurance benefits during the term of this Agreement as long as such an employee continues to work substantially the same hours of service.

ARTICLE IX LEAVES OF ABSENCE

Section 1. Sick Leave.

Subd. 1. Employees employed at least 1,500 hours per year shall earn sick leave at the rate of one and one-half (1½) days for each month of service in the employ of the School District.

Subd. 2. Sick leave shall be limited to a total accumulation of one hundred ten (110) days.

Subd. 3. Bargaining unit employees not meeting the eligibility requirement for Subdivisions 1 or 2 hereof shall earn seven (7) days of sick leave per year to be credited on the first date that the employee is required to report to work. Sick leave shall be limited to a total accumulation of sixty (60) days.

Subd. 4. Sick leave with pay shall be allowed by the School District, according to Minn. Stat. 181.9413, whenever an employee's absence is found to have been due to the employee's illness and/or injury to the employee's child (as defined in section 181.940, subd. 4), adult child, spouse, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent, which prevented his/her attendance and performance of duties on that day or days. Days used will be deducted from sick leave. If Minn. Stat. 181.9413 were to change, this subd. will revert back to the 2012-14 ESP Agreement language.

Subd. 5. The School District may require an employee to furnish a medical certificate from the school health officer or from a qualified physician as evidence of illness, indicating such absence was due to illness, in order to qualify for sick leave pay. However, the final determination as to the eligibility of an employee for sick leave is reserved to the School District, subject to the grievance procedure. In the event that a medical certificate will be required the employee will be so advised.

Subd. 6. Employees missing work will notify the School District office as soon as possible.

Subd. 7. Employees who are absent from work pursuant to this section shall complete a sick leave form and return it within three (3) working days after return to duty. Failure to do so may result in disallowance of sick leave pay.

Subd. 8 Sick leave allowed shall be deducted from the accrued sick leave days earned by the employee and shall be deducted, as used, in no less than one (1) hour increments.

Subd. 9. Notwithstanding the provisions of this section, a current employee shall not receive less sick leave benefits during the term of this Agreement as long as such an employee continues to work substantially the same hours of service.

Section 2. Bereavement Leave.

Subd. 1. Eligible employees may be granted bereavement leave with pay for deaths or funerals in the employee's family pursuant to the rules in this section. Days used under this section will not be deducted from sick leave.

Subd. 2. Up to five (5) days per separate occurrence may be allowed if the death or funeral involved the employee's spouse, parent, child, or step-children.

Subd. 3. Up to three (3) days may be allowed in the case of the death of the employee's grandparent, grandchild, brother, sister, mother-in-law, father-in-law, son-in-law, daughter-in-law, aunt, uncle, cousin, brother-in-law, or sister-in-law.

Subd. 4. Eligible employees will be granted one (1) day per year, to be deducted from sick leave, to attend the funeral of someone other than those referenced in the previous subdivisions.

Section 3. Child Care Leave.

Subd. 1. A child care leave shall be granted by the School District subject to the provisions of this section. Child care leave shall be granted because of the need to prepare and provide parental care for a child or children of the employee for an extended period of time.

Subd. 2. An employee making application for child care leave shall inform the Superintendent in writing of his/her intention to take the leave at least three (3) calendar months before commencement of the intended leave.

Subd. 3. A pregnant employee will provide at the time of the leave application a statement from her physician indicating the expected date of delivery.

Subd. 4. The School District may adjust the proposed beginning or ending date of a child care leave so that the dates of the leave are coincident with some natural break in the school year-i.e., winter vacation, spring vacation, semester break or quarter break, end of the school year, or the like.

Subd. 5. In making a determination concerning the commencement and duration of a child care leave, the School District may, but shall not, in any event, be required to:

1. Grant any leave more than twelve (12) months in duration related to this section, including FMLA.
2. Permit the employee to return to his or her employment prior to the date designated in the request for child care leave.

Subd. 6. An employee returning from child care leave shall be reemployed in an available position for which he or she is qualified. The position will be commensurate with the position occupied prior to the leave, if available, provided the employee is fully qualified to perform the duties of such position. If such a position is not available, the employee shall be offered an available position, if any, in the same or lower classification, provided the employee is fully qualified to perform the duties of such position.

Subd. 7. Failure of the employee to return pursuant to the date determined under this section shall constitute grounds for termination unless the School District and the employee mutually agree to an extension in the leave.

Subd. 8. Leave under this section shall be without pay or fringe benefits except as otherwise provided by law.

Section 4. Personal Leave.

Subd. 1. ESP members may be granted three (3) personal days each year, two (2) paid and one (1) deducted from accumulated sick leave. Notification for taking leave must be made in writing to the Superintendent at least twenty-four (24) hours in advance except in the event of an emergency. Only two (2) employees per job classification per building may be granted personal leave on the same day. Exceptions to this may be granted by the Superintendent. ESP members may not take personal leave during the first ten (10) days of student contact or the last ten (10) days. Exceptions to this may be granted by the Superintendent and is not subject to the grievance procedure.

Section 5. Worker's Compensation.

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

Subd. 2. A deduction shall be made from the employee's accumulated sick leave accrual time according to the pro-rata portion of days of sick leave, which is used to supplement Worker's Compensation.

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

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

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

Section 6. Medical Leave of Absence.

Subd. 1. An employee who has completed his/her probationary period and who is unable to work because of illness or injury, and has exhausted all sick leave credit available, shall, upon request, be granted a medical leave of absence, without pay, up to 12 weeks. The School District may, in its discretion, renew such a leave.

Subd. 2. A request for leave of absence, or renewal there, under this section shall be accompanied by a written doctor's statement outlining the condition of health and estimated time at which the employee is expected to be able to assume his/her normal responsibilities.

Section 7. Leaves Without Pay.

Subd. 1. An employee may be allowed days off without pay during the regular school year, in the discretion of the Superintendent, upon timely written request submitted in advance to the Superintendent.

Subd. 2. A request for a leave without pay must be approved in advance by the Superintendent. The employee's request for approval will be reviewed by the Superintendent considering the availability of a substitute, the nature of the reason for the absence, and the needs of the School District and other relevant factors.

Subd. 3. The leave shall not exceed five (5) days and may be used in any combination in the two-year period. Any days beyond the five (5) days, the employee will be subject to being billed \$60 per day. Medical Issues will be dealt with on an individual basis.

Subd. 4. The Superintendent may waive Subdivision 3 under extraordinary circumstances.

Subd. 5. The decision of the Superintendent is final. The decision of the Superintendent shall not be subject to the grievance procedure.

Section 8. Jury Duty.

Subd. 1. Employees will be granted leave when selected for jury duty. No deductions in compensation will be made but employees shall be required to reimburse the School District the compensation received for jury duty if it conflicts or interrupts the assigned duty of the employee.

Subd. 2. Any meal, lodging, or travel allowance received by the employee in conjunction with jury service shall not be subject to reimbursement to the School District.

Section 9. Union Leave. Three (3) days per year will be granted to the union to conduct its business at no loss of wage to the union member. If a substitute is required, the union will pay the cost of the substitute.

Section 10. Probationary Period. The parties agree that the applicable periods of probation for employees as set forth in this document are intended to be periods of actual service enabling the School District to have opportunity to evaluate an employee's performance. The parties agree, therefore, that periods of time for which the employee is on unpaid absence shall not be counted in determining the completion of the probationary period.

Section 11. Retention of Benefits. An employee who returns from unpaid leave within the provisions of this Article shall retain all previous experience credit for pay purposes and any unused leave time accumulated under the provisions of this Agreement at the commencement of the beginning of the leave. The employee shall not accrue additional experience credit for pay purposes or leave time during the period of unpaid absence.

Section 12. Group Insurance. An employee on unpaid leave is eligible to participate in group insurance programs if permitted under the insurance policy provisions but shall pay the entire premium for such programs as the employee wishes to retain, commencing with the beginning of the unpaid leave. The right to continue participation in such group insurance program, however, will terminate if the employee does not return to the School District pursuant to this Article, subject to the provisions of state and federal laws.

ARTICLE X HOLIDAYS

Section 1. Eligibility. The benefits of this Article shall only apply to employees working 40 hours or more per week and at least 12 months per year.

Section 2. Holidays.

Subd. 1. Employees under these provisions shall receive paid holidays on the following ten (10) holidays when the holiday falls within their work schedule:

1. New Year's Day
2. President's Day
3. Good Friday
4. Memorial Day
5. Independence Day
6. Labor Day
7. Thanksgiving Day
8. Day After Thanksgiving
9. Christmas Eve
10. Christmas Day

Subd. 2. To be eligible for holiday pay, an employee must have worked his/her scheduled day immediately before and immediately after the holiday unless on an authorized leave.

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

Section 4. Weekend Holidays. Holidays that fall on weekends will be observed on a day established by the School District.

Section 5. Secretaries. Employees working at least 35 hours per week and at least 200 days per year shall receive three (3) paid holidays. Those holidays will be Thanksgiving Day, Christmas Day and New Years Day.

ARTICLE XI 403B Match

Section 1. Eligibility for 403b Match. The District's match to an employee's qualified 403b tax deferred annuity shall become available to an employee when he/she has completed one (1) year of employment with the District. An employee may contribute to a qualified 403b tax deferred annuity on his or her own prior to becoming eligible for the District's match.

Section 2. Amount. For each dollar (\$1.00) that an employee contributes via payroll deduction to a qualified 403b tax deferred annuity, the District shall contribute one dollar (\$1.00) to the same annuity, up to a maximum annual contribution that is equal to two percent (2%) of the employee's gross annual salary. There shall be a lifetime employee maximum of \$12,000 of District contributions. For the purposes of this section, the employee's gross annual salary shall be calculated by multiplying his/her hourly rate by the number of regular scheduled hours in effect on July 1st of each fiscal year.

Section 3. Enrollment. An eligible employee may initiate his/her participation in the District match by submitting the appropriate forms to the Business Office at least thirty (30) days prior to July 1st.

Section 4. Renewal. Once an employee has initiated the District match, his/her participation will continue at the same level unless he/she notifies the District in writing of a change. Changes in an employee's level of participation shall be allowed only at the start of a fiscal year (July 1) and shall then continue for that fiscal year.

Section 5. Deduction. The District match will be contributed with each payroll and there will be no "pre-pay" to meet an employee's maximum contribution.

Section 6. Vendors. Employees must choose a vendor from the list of vendors the District has established working relationships with as of July 1, 2016.

ARTICLE XII VACATIONS

Section 1. Eligibility. The benefits of this Article shall only apply to employees working 40 hours or more per week and at least 12 months per year.

Section 2. Earned Vacation.

<u>Years of Service</u>	<u>Days of Vacation</u>
Probationary Year	3 Days
1-3	7 Days
4-7	12 Days
8-12	15 Days
13-19	20 Days
20+	25 Days

Section 3. Application.

Subd. 1. Vacation anniversary accrual date for those employees hired after July 1, 2016 will be their hire date. Employees hired before July 1, 2016 will use July 1st of each year as their anniversary accrual date.

Subd. 2. An employee who resigned and who has completed at least one (1) year of service shall be entitled to receive the prorata pay for unused vacation time provided such employee provides the School District with at least two (2) weeks advance notice of employee's resignation time.

Subd. 3. All vacation earned on the employee's anniversary date must be used by the employee's anniversary date the following year. With Supervisor's approval, employees may be granted vacation considering both the wishes of the employee and the efficient operation of the unit concerned.

ARTICLE XIII DISCIPLINE, DISCHARGE AND PROBATIONARY PERIOD

Section 1. Probationary Period. An employee under the provisions of this Agreement shall serve a probationary period of twelve (12) 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; and 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 on any other provisions of the contract alleged to have been violated.

Section 2. Probationary Period; Change of Classification. In addition to the initial probationary period an employee transferred or promoted to a different classification shall serve a new probationary period of sixty (60) calendar days in any such new classification. During this sixty (60) calendar day probationary period, if it is determined by the School District that the employee's performance in the new classification is unsatisfactory, the school district shall have the right to reassign the employee to 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 cause. An employee who has completed the probationary period and is suspended without pay or discharged shall have access to the grievance procedure.

ARTICLE XIV SENIORITY

Section 1. Layoff. The parties recognize the principle of seniority in the application of this Article, within classification, concerning reduction in force, provided the employee is fully qualified to perform the duties and responsibility of the position. This section shall be applicable only if the reduction causes the employee to lose eligibility for benefits under this Agreement or if the employee's hours are reduced by **one or more hours** of the employee's regular time.

Section 2. Recall. An employee on layoff shall retain seniority and right to recall within classification in seniority order for vacancies which occur in the School District for a period of twelve (12) calendar months after the date of layoff, provided the employee is qualified to perform the duties and responsibilities of the position. An employee on layoff may accept a job with fewer hours and retain recall rights to a position with equal or more hours. An employee with recall rights shall maintain a current mailing address on file with the School District and failure to accept recall within ten (10) calendar days shall cause forfeiture of the employee's further recall rights. The School District will not employ a new person in a vacant position as long as an employee on layoff pursuant to this Article is qualified to perform the duties and responsibilities of the position and accepts recall as provided herein.

Section 3. Seniority Date. Employees shall acquire seniority within their classification category upon completion of the probationary period as defined in Article XII hereof, and upon acquiring seniority, the seniority date shall relate back to the first date of continuous service in the School District in a classification covered by this Agreement. If more than one employee commences work on the same date in a classification category, the tie in seniority shall be broken by lot.

Section 4. Seniority List. On or about October 1st of each year the School District shall post a seniority list for each job classification. An employee shall have twenty (20) days from this posting to challenge their seniority listing through the grievance process. If no challenges are made within twenty (20) days of posting the seniority list is final. The seniority list shall be updated each year. For purposes of this Article, the term classification category shall mean one of the following:

Cook's Helper
Office Paraprofessional
Assistant Cook

High School Building Secretary
Media Paraprofessional
Classroom Paraprofessional
Special Education Driver
Head Cook High School
Special Education Paraprofessional
Custodian/Maintenance
Management Aide
Principal Secretary
Bus Driver

Section 5. Application. In the application of seniority relating to this Article, the parties agree as follows:

Subd. 1. For purposes of this Article, the seniority date is the first date of employment in a particular classification. (I.e., an employee hired as an assistant cook on July 1, 1998, would retain such seniority date as long as the person is employed as an assistant cook. If the employee was then employed as a custodian on July 1, 2000, such employee would retain a seniority date as an assistant cook of July 1, 1998, but would have a seniority date of July 1, 2000, in the custodian classification, except as otherwise provided in Subdivision 2 hereof.)

Subd. 2. The parties further agree that in the case of paraprofessionals; namely, classroom, media, special education and office paraprofessionals, such classifications shall be treated as one classification and credit for seniority purposes.

Subd. 3. It is further acknowledged that the distinction is only applicable in the event of layoff and recall as provided in Sections 1 and 2 hereof and that, in any event, the exercise of seniority is subject to the requirement of qualification to perform the duties and responsibilities of the position as noted in Section 2 hereof.

Subd. 4. If an employee has been employed in more than one classification, an employee will retain his/her original seniority date in the former classification(s) and have a right to a job in the former classification(s) consistent with the employee's original seniority date in each classification if subject to layoff in the current classification.

ARTICLE XV MEET AND CONFER

Section 1. Meet and Confer. The parties recognize the right of the exclusive representative to meet and confer with the School Board and administration regarding policies and matters not included under terms and conditions as defined in the PELRA of 1971 as amended.

ARTICLE XVI GRIEVANCE PROCEDURE

Section 1. Grievance Definition.

Subd. 1. Employee. A "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 Employer as to the interpretation or application of specific terms and conditions contained in this Agreement.

Subd. 2. Group of Employees. A group of 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 members of the group. Such grievance must be in writing and signed by all grievants in the group.

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

Section 2. Representative. The employee, exclusive representative, administrator, or School Board may be represented during any step of the procedure by any person or agent designated by such party to act in the party's behalf.

Section 3. Definitions and Interpretation.

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

Subd. 2. Days. Reference to days regarding time periods in this procedure shall refer to working days. A working day is defined as all weekdays not designated as holidays by state law.

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

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

Section 4. Time Limitation and Waiver. A grievance shall not be valid for consideration unless the grievance, signed by the grievant, is submitted in writing to the School District's designee, setting forth the facts and the specific provision of the Agreement allegedly violated and the particular relief sought within twenty (20) days after the date of the first 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. Adjustments of Grievance. The School District and the employee or the exclusive representative shall attempt to adjust all grievances that may arise during the course of employment of any employee within the School District in the following manner:

Subd. 1. Level I. If the grievance is not resolved through informal discussions, the School District 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 of schools, provided such appeal is made in writing within five (5) days after receipt of the decision in Level I. If a grievance is properly appealed to the superintendent, the superintendent or 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 designee shall issue a decision in writing to the parties involved.

Subd. 3. Level III. In the event the grievance is not resolved in Level II, the decision rendered may be appealed to the School Board, provided such appeal is made in writing within five (5) days after receipt of the decision in Level II. If a grievance is properly appealed to the School Board, the School Board shall set a time to hear the grievance within 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 Board may be designated by the Board to hear the appeal at this level, and report its findings and recommendations to the School Board. The School Board shall then render its decision.

Section 6. School Board Review. The School Board reserves the right to review any decision issued under Level I or Level II of this procedure provided the School Board or its representative notifies the parties of the intention to review within ten (10) days after the decision has been rendered. In the event the School Board reviews a grievance under this section, the School Board reserves the right to reverse or modify such decision.

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

Section 8. Mediation. Upon mutual agreement, the parties may petition the Bureau of Mediation Services for assistance in the resolution of any grievance prior to arbitration. If the parties so agree, the timelines of such review and appeal to arbitration shall be adjusted by mutual agreement between the parties.

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

Subd. 1. Request. A request to submit a grievance to arbitration must be in writing signed by the grievant and the exclusive representative, and such request must be filed in the office of the superintendent within fifteen (15) days following the decision in Level III of the grievance procedure.

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

Subd. 3. Selection of Arbitrator. Upon the proper submission of a grievance under the terms of this procedure, the parties may, within ten (10) days after the request to arbitrate, attempt to agree upon the selection of an arbitrator. If an agreement on an arbitrator is not reached, either party may request the Commissioner of the Bureau of Mediation Services to submit a panel of seven (7) arbitrators to the parties, pursuant to PELRA, provided such request is made within twenty (20) days after request for arbitration. 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. The request shall ask that the panel be submitted within ten (10) days after the receipt of said request. Failure to agree upon an arbitrator or the failure to request an arbitrator from the Commissioner with the time period as provided herein 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 or persons as they may choose and designate, and the parties shall have the right to a hearing at which time both parties will have the opportunity to submit evidence, offer testimony, and make oral or written arguments relating to the issues before the arbitrator. The proceeding before the arbitrator shall be a hearing denovo.

Subd. 5. Decision. The decision by the arbitrator shall be rendered with thirty (30) days after the close of the hearing. Decisions by the arbitrator in cases properly before the arbitrator shall be final and binding upon the parties, subject, however, to the limitations of arbitration decisions as provided in the 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 fees and expenses of the arbitrator and any other expenses which the parties mutually agree are necessary for the conduct of the arbitration. The cost of the transcript or recording if requested by both parties or the arbitrator shall be shared by the parties. If only one party requests a transcript, the requesting party shall pay the cost.

Subd. 7. Jurisdiction. The arbitrator shall have jurisdiction over disputes or disagreements relating to grievances properly before the arbitrator 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 herein and contained in this written agreement, nor shall an arbitrator have jurisdiction over any grievance which has not been submitted to arbitration in compliance with the terms of the grievance and arbitration procedure as outlined herein; nor shall the jurisdiction of the arbitrator extend to matters of inherent managerial policy, which shall include but are not limited to such areas of discretion or policy as the functions and programs of the employer, 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 public school district to efficiently manage and conduct its operation within the legal limitations surrounding the financing of such operations.

Subd. 8. Filing and Documents. All documents, communications, and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants.

Section 10. 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 issuing a proceeding in another forum as outlined herein, the employee 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 this Agreement or to enforce the award of an arbitrator.

**ARTICLE XVII
DURATION**

Section 1. Term and Reopening Negotiations. This Agreement shall remain in full force and effect for a period commencing on its date of execution through June 30, 2022, and thereafter pursuant to PELRA. If either party desires to modify or amend this Agreement commencing on July 1, 2022, it shall give written notice of intent no later than May 1, 2022. Unless otherwise mutually agreed, the parties shall not commence negotiations more than ninety (90) days prior to the expiration of this Agreement.

Section 2. Effect. This Agreement constitutes the full and complete agreement between the School District and the exclusive representative representing the employees. The provisions herein relating to terms and conditions of employment supersede any and all prior agreements, resolutions, practices, School District policies, rules, or regulations concerning terms and conditions of employment inconsistent with these provisions.

Section 3. Finality. Any matters relating to the terms and conditions of employment, whether or not referred to in this Agreement, shall not be open for negotiation during the term of this Agreement unless mutually agreed to by the parties to this Agreement.

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

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

EDUCATION MINNESOTA
HAWLEY ESP

INDEPENDENT SCHOOL DISTRICT
NO. 150

Co-President

Co-President

Chief Employee Negotiator

Clerk

Clerk

Dated: _____

Dated: _____

2022-2023

	Cooks Helper	Office Para Asst. Cook HS Secretary	Media Para Classroom Para Sp Ed Driver	Head Cook Sp Ed Para Cust/Maint Mgmt Aid	Principal Secretary	Lead Custodian
STEP	2	4	7	8	9	10
0	10.57	11.99	13.24	14.12	14.83	19.32
1	10.79	12.32	13.73	14.48	15.25	19.93
2	11.06	12.64	14.05	14.88	15.68	20.58
3	11.28	12.96	14.39	15.27	16.11	21.18
4	11.53	13.28	14.69	15.66	16.53	21.73
5	11.76	13.61	15.03	16.02	16.96	22.32
6	12.02	13.95	15.37	16.42	17.40	22.84
7	12.24	14.28	15.69	16.81	17.82	23.37
8	12.48	14.60	16.01	17.18	18.26	23.98
9	12.72	14.92	16.36	17.57	18.66	24.57
10	12.98	15.25	16.68	17.97	19.09	25.15
11	13.20	15.58	17.01	18.33	19.52	25.78
12	13.46	15.89	17.31	18.73	19.94	26.38
13	13.70	16.25	17.66	19.10	20.38	27.02
14	13.95	16.56	17.99	19.49	20.80	27.66
15	14.18	16.89	18.31	19.89	21.24	28.33
16	14.46	17.29	18.71	20.36	21.76	29.07
17	14.75	17.69	19.11	20.83	22.29	29.81
18+	15.04	18.09	19.51	21.30	22.81	30.55

Career Increments:

16-20	\$.25/hr
21+	\$.50/hr

Bus Driver Hourly Rate:

Step 0	26.51
Step 1	27.06
Step 2	27.60
Step 3	28.18
Step 4	28.76
Step 5	29.35

Special Trip Rate 16.51

2023-2024

	Cooks Helper	Office Para Asst. Cook HS Secretary	Media Para Classroom Para Sp Ed Driver	Head Cook Sp Ed Para Cust/Maint Mgmt Aid	Principal Secretary	Lead Custodian
STEP	2	4	7	8	9	10
0	10.83	12.28	13.57	14.47	15.20	19.80
1	11.06	12.63	14.07	14.85	15.63	20.43
2	11.33	12.95	14.40	15.25	16.07	21.10
3	11.56	13.29	14.75	15.65	16.51	21.70
4	11.81	13.61	15.06	16.05	16.95	22.27
5	12.05	13.95	15.41	16.42	17.39	22.88
6	12.32	14.30	15.76	16.83	17.84	23.41
7	12.55	14.64	16.08	17.23	18.26	23.95
8	12.80	14.96	16.41	17.61	18.71	24.58
9	13.04	15.30	16.77	18.01	19.12	25.19
10	13.31	15.63	17.09	18.42	19.57	25.78
11	13.53	15.96	17.44	18.79	20.01	26.42
12	13.80	16.29	17.74	19.20	20.44	27.04
13	14.04	16.65	18.10	19.58	20.89	27.70
14	14.30	16.98	18.44	19.98	21.32	28.35
15	14.53	17.31	18.77	20.39	21.77	29.03
16	14.83	17.72	19.18	20.87	22.31	29.79
17	15.12	18.13	19.59	21.35	22.85	30.55
18	15.41	18.54	19.99	21.83	23.39	31.32
19	15.72	18.97	20.43	22.34	23.96	32.13
20+	16.03	19.41	20.86	22.85	24.53	32.94

Career Increments:

16-20 \$.25/hr
21+ \$.50/hr

Bus Driver Hourly Rate:

Step 0 30.08
Step 1 30.67
Step 2 31.27
Step 3 31.27
Step 4 31.27
Step 5 31.27

Special Trip Rate

16.92