

MASTER AGREEMENT

Between

**Alexandria Public Schools
Alexandria, Minnesota**

And

**Minnesota School Employees Association
Paraprofessionals/Transportation**

July 1, 2024 – June 30, 2026

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ARTICLE I

PURPOSE

This agreement is entered into between Alexandria Public Schools, Alexandria, Minnesota, hereinafter referred to as the School District, and the MINNESOTA SCHOOL EMPLOYEE'S ASSOCIATION, hereinafter referred to as exclusive representative, pursuant to and in compliance with the Public Employment Labor Relations Act as amended, hereinafter referred to as the P.E.L.R.A., to provide the terms and conditions of employment for all bus drivers, van drivers, paraprofessionals, licensed nurse, bus assistant, transportation dispatcher and mechanics employees by Alexandria Public Schools who are public employees within the meaning of the P.E.L.R.A., excluding supervisory, confidential and all other employees.

ARTICLE II

RECOGNITION OF EXCLUSIVE REPRESENTATIVE

Section 1. Recognition:

In accordance with P.E.L.R.A., the School District recognizes the Minnesota School Employees Association as the Exclusive Representative for all bus drivers, van drivers, paraprofessionals, licensed nurses, bus assistants, transportation dispatcher and mechanics employed by Alexandria Public Schools, Alexandria, who are public employees within the meaning of P.E.L.R.A., excluding supervisory, confidential and all other employees, which exclusive representative shall have those rights and duties as prescribed by the P.E.L.R.A. and as prescribed in the provisions of this Agreement.

Section 2. Appropriate Unite:

The exclusive representative shall represent all such employees of the School District contained in the appropriate unit as defined in ARTICLE III, Section 2, and the P.E.L.R.A. and in certification by the Bureau of Mediation Services.

ARTICLE III

DEFINITIONS

Section 1. Terms and Conditions of Employment:

The term "terms and conditions of employment" means the hours of employment, the compensation therefore including fringe benefits except retirement contributions or benefits other than School District payment of, or contribution to, premiums for group insurance coverage for retired employees, 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 P.E.L.R.A.

Section 2. Description of Appropriate Unit:

For purposes of this Agreement, the term appropriate unit shall mean all bus drivers, van drivers, paraprofessionals, licensed nurse, bus assistant, transportation dispatcher and mechanics employed by the School District who are public employees within the meaning of P.E.L.R.A., excluding supervisory, confidential and all other employees. Positions covered by this unit shall be 12 hours or more per week for paraprofessionals; 7 hours or more per week for transportation dispatcher, bus drivers, van drivers and bus assistants and 14 hours or more per week for mechanics.

Section 3. School District:

For purposes of administering this Agreement, the term “School District” shall mean the School Board or its designated representative(s).

Section 4. Other Terms:

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

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 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 and with its primary obligation to provide educational opportunity for the students of the School District.

Section 3. Effect of Laws, Rules and Regulations:

The exclusive representative recognizes that all employees covered by this Agreement shall perform the services and duties prescribed by the School Board and shall be governed by the laws of the State of Minnesota, and by School Board rules, regulations, directives and orders, issued by properly designated officials of the School 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. Any

provision of this Agreement found to be in violation of any such laws, rules, regulations, directives or orders shall be null and void and without force and effect.

Section 4. Reservation of Managerial Rights:

The foregoing enumeration of 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. Rights to Views:

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 on any matter related to the conditions or compensation of public employment or their betterment, so long as the same is not designed to and does not interfere with the full, faithful and proper performance of the duties of employment or circumvent the rights of the exclusive representative.

Section 2. Right to Join:

Pursuant to P.E.L.R.A., employees shall have the right to form and join labor or employee organization and shall have the right not to form and join such organizations. Employees in an appropriate unit shall have the right by secret ballot to designate an exclusive representative for the purpose of negotiating grievance procedures and the terms and conditions of employment for employees.

Section 3. Payroll Deductions:

Pursuant to Minn. Stat. 179A.06, the Employer will deduct from the regular payroll: Association dues for those employees in the bargaining unit who are members of the Association and who have requested in writing to have their regular Association dues paid by payroll deduction. This action is subject to any and all limitations and restrictions under state and federal law.

Employers must commence deductions within 30 days of notice of authorization from the exclusive representative and must remit the deductions to the exclusive representative within 30 days of the deduction. The failure of an employer to comply with the provisions of this paragraph shall be an unfair labor practice under section 179A.13, the relief for which shall be reimbursement by the employer of deductions that should have been made or remitted based on a valid authorization given by the employee or employees.

Section 4. Remission of Withheld Funds:

The aggregate of funds deducted and withheld from all employees in the bargaining unit shall be remitted by the Employer together with an itemized statement to the Minnesota School Employees Association no later than thirty (30) days following the end of each payroll period.

Section 5. Bargaining Unit Information:

Within 20 calendar days from the date of hire of a bargaining unit employee, a public employer must provide the following contact information to an exclusive representative in an Excel file format or other format agreed to by the exclusive representative: name; job title; worksite location, including location within a facility when appropriate; home address; work telephone number; home and personal cell phone numbers on file with the public employer; date of hire; and work email address and personal email address on file with the public employer.

Subd. 1.: Every 120 calendar days, a public employer must provide to an exclusive representative in an Excel file or similar format agreed to by the exclusive representative the following information for all bargaining unit employees: name; job title; worksite location, including location within a facility when appropriate; home address; work telephone number; home and personal cell phone numbers on file with the public employer; date of hire; and work email address and personal email address on file with the public employer.

Subd. 2.: A public employer must notify an exclusive representative within 20 calendar days of the separation of employment or transfer out of the bargaining unit or a bargaining unit employee.

Section 6. Access to School District Facilities:

The exclusive representative and its members shall have access to School District facilities for the purpose of conducting business of the exclusive representative during non-working hours.

Section 7. Use of School District Equipment:

The exclusive representative will pay the district ten cents per page for copies made on the copier.

Section 8.:

The School District will provide the Union steward with the name and work location of each new employee when that employee begins work with the School District. The School District will allow the exclusive representative to meet in person with newly hired employees, without charge to the pay or leave time employee, for 30 minutes, within 30 calendar days from the date of hire, during new employee orientations or at individual or group meeting.

ARTICLE VI

RATES OF PAY

Section 1. Rates of Pay:

The wages and salaries reflected in Appendix A, attached hereto, shall be a part of the Agreement for the period commencing July 1, 2024 to June 30, 2026.

Subd. 1.: New rates shall be effective for any work performed on or after July 1.

Employees hired prior to 7/1/2020 who currently receive their earned compensation over a 12-month period may continue this practice until they leave employment from this group.

Effective 11/1/2020, all newly hired employees and employees currently being paid by timeclock will continue to be paid by timeclock.

Subd. 2. Registered Behavior Technician (RBT) Certification: An instructional paraprofessional that has successfully completed the requirements to obtain the Registered Behavior Technician (RBT) Certification will receive a \$0.25 per hour increase upon presenting the certificate of completion to the Director of Student Support Services that demonstrates all program requirements have been met. There will be no retroactivity to the start of the contract year, but will instead start once the certificate has been presented.

Paraprofessionals must successfully recertify each year in order to maintain the additional \$0.25 an hour. If the paraprofessional does not recertify within the time limits required, the \$0.25 per hour will be deducted and will not be reinstated until proof of recertification is presented to the Director of Student Support Services. The yearly recertification costs will be paid by the district.

If a class registration fee is ever assessed, it will be paid by the employee.

Subd. 3.: Effective 7/1/2019, any para not working a consistent schedule (same hours/per day) will be paid by time clocks.

Subd. 4.: Bus drivers, van drivers and transportation dispatcher, and bus assistants will be paid by time clocks.

Subd. 5.: Exceptions to regular time will be reported on a timecard.

Section 2. Advancement on Salary Schedule:

In order to qualify for step advancement, an employee must work at least one-half of the normal work year for that position. In the event a successor agreement is not entered into prior to the expiration of this agreement, an employee shall be compensated according to the current rate until a successor agreement is entered into.

Section 3. Pay Rates for Temporary Classification:

An employee required to fill a higher classification temporarily shall receive the higher schedule rate of pay after the 5th consecutive working day. The higher rate of pay will be retroactive back to the first day. An employee required to fill a lower classification shall receive their regular rate while working in the lower classification.

Section 4. School Closing:

If an employee does not utilize paid leave, the School District will give them an opportunity to make up any hours lost due to early closing or cancellation of School District according to the District Weather policy. Such make-up hours worked must not exceed the workweek (Sunday – Saturday) limit of 40 hours to avoid overtime.

Bus drivers, van drivers and bus assistants who ride the buses who are not notified at least thirty (30) minutes prior to their rout report-time on emergency closing days or late school starts shall be compensated for 1.5 hours of duty. The School District contact will be made through a telephone call/message, electronic mail or announced through the local media. Bus drivers, van drivers and bus assistants who are contacted thirty (30) minutes prior to their route report-times will not be compensated.

Section 5. Overtime:

Overtime will be paid at time and one-half of the employee's normal rate of pay. Overtime shall be paid for all hours worked in excess of forty (40) hours per week. For overtime purposes, the work week shall be Sunday through Saturday.

The employee shall work five consecutive dates. All hours worked on Sundays and district recognized holiday when school is not in session shall be paid at double time rate for hours worked.

All overtime requires prior approval from the supervising administrator or their designee.

Section 6. Pay Rates for Transfers:

Any employee transferred to or recalled from layoff in a higher classification will be placed on the nearest step equal to or above their current rate on the salary schedule resulting in not less than a 2.5% increase in pay.

Section 7. Voluntary Termination and Reemployment:

An employee who voluntarily terminates their employment and is subsequently re-employed by the School District under this bargaining unit with a time period of no greater than twelve (12) months after the date of termination, the employee will:

Subd. 1.: Be reinstated at the same rate that the employee was earning at the time of their voluntary termination. The School District may adjust the pay rate upward or downward to align with the salary schedule that is currently in place.

Subd. 2.: Be reinstated without having to serve a new probationary period notwithstanding any other provision to the contrary.

Subd. 3.: Be reinstated to a similar vacant position but not to displace any other employee.

ARTICLE VII

HOURS OF SERVICE

Section 1. Basic Work Week and Year:

The regular work week and work year exclusive of lunch, will be prescribed by the School District. Employees shall work all days that school is in session, or such other times as may be requested by their Supervising Administrator. This includes up to five extended contract days for back to school preparations, workshops or professional development.

Section 2. Temporary/Seasonal Employees:

The School District reserves the right to employ such personnel whose positions are basically temporary or seasonal in character and are not for more than 67 working days in any calendar year.

Section 3. Lunch Period and Rest Breaks:

Subd. 1.: Paraprofessional employees shall be provided with a 15-minute paid rest break for each duty day for which they are scheduled to work three hours or longer.

Subd. 2.: The paraprofessional employees paid rest breaks shall be scheduled by the supervising administrator/designee consistent with the needs of the students served by the paraprofessional.

Subd. 3.: The full time (6+ hour) licensed nurse, bus driver, van driver, bus assistant, transportation dispatcher and the mechanics will be allowed a 15-minute break when it fits into the daily schedule without negatively impacting the assignment. The employee will gain approval of the supervising administrator/designee prior to beginning the break.

Subd. 4.: A duty-free lunch period of at least thirty (30) minutes without pay shall be offered to all employees.

Section 4. Shifts and Starting Times:

All employees will be assigned starting time and shifts, prior to the first scheduled student day. The School District may be required to modify an employee's schedule and assignment. If so, the School District will attempt to notify the employee in advance of the scheduled change.

Section 5. Minimum Route Time:

The minimum time for completing an AM or PM route will be established at 1.75 hours, and the bus driver, van driver and bus assistant will be compensated at the appropriate hourly rate. Midday routes will be a minimum of 1.75 unless the route immediately precedes or follows a standard AM or Pm route. Minimum route time does not apply to other duties as assigned by supervisor.

Section 6. Shared Bus Driving Positions:

The District shall hire bus drivers that can drive both the AM and PM segments of an identified bus route. When this is not possible, the district will consider the "sharing of a route" by two drivers.

Two drivers must agree to share a position and will approach the supervisor together to discuss the proposed action. The "sharing of the route" must be mutually beneficial to the drivers and the district to be considered/maintained.

Final determination of "beneficial" will be made by the Transportation Director. The decision is non-grievable.

Section 7. Unscheduled and Emergency Situations:

Any employee who is off duty and is assigned an unscheduled work opportunity will receive a minimum of 1.50 hours pay if it cannot be tied into a scheduled unit work at the discretion of the immediate supervisor.

Section 8. Field Trip Duty:

During a field trip of 1.50 hours or less, the employee will remain at the field trip site unless otherwise directed by their immediate supervisor.

Section 9. Full Time Driving Positions/Midday Routes:

The district will continue with the two or more regularly scheduled full time (8 hour/day) driving positions during the school year for the duration of this contract. These positions will continue to be filled by the same employees until the positions are vacated by the current unit members. Full time drivers will have an AM, Mid-Day and PM route.

When these positions open, all drivers will have equal opportunity to apply for the position. When a qualified driver serves notice of interest for a position, the School District will fill the position

with the most qualified person (work experience, skills, performance reviews, supervisor's input). If qualifications are substantially equal, the school district will give preference to the senior driver.

Full time drivers may not always be able to drive, so will do other duties as assigned.

Midday Routes will be established on a yearly basis on program needs, student attendance in the various school sponsored programs and transportation needs. The routes will vary yearly and may not stay the same throughout the year. Newly established or available midday Routes will be posted, and all drivers will have the ability to express notice of interest through written communication. Routes will be awarded to the most qualified driver (work experience, skills, performance reviews, supervisor's input). If qualifications are substantially equal, the school district will give preference to the senior driver.

ARTICLE VIII

INSURANCE

Section 1. Eligibility:

For the purpose of this Agreement, any employee whose regular work schedule is 30 hours or more per week in a regularly established position will be eligible for the following insurance benefits for the period of time worked. Also, after 26 weeks, any employee on an hourly/temporary basis working regularly more than 30 hours per week will be eligible for the same benefits.

Section 2. Health Insurance:

The School District will pay up to but not to exceed \$700.00 single/\$725.00 family effective July 1, 2024 and \$700.00 single/\$725.00 family effective July 1, 2025 per month toward the premium for individual or family group hospitalization – major medical insurance for the school year for each employee qualified for and enrolled in the School District's group hospitalization – major medical insurance plan.

Section 3. Life Insurance:

The School District will pay up to \$8.50 per month for a \$50,000 group term life insurance policy for each employee qualified for and enrolled in the School District's group term life insurance plan. If the employee is employed beyond age 65, the face amount of insurance will reduce by 8% each year thereafter.

Section 4. Long Term Disability Insurance:

Effective 7/1/-3, eligible employees (those working thirty (30) hours or more per week) must participate and will pay the full premium for Long Term Disability Insurance.

Section 5. Dental Insurance:

The School District will pay up to, but not to exceed, \$40.00 per month toward the premium for dental insurance for each employee qualified and enrolled in the School District's group dental insurance plan.

ARTICLE IX

LEAVE OF ABSENCE

Section 1. Sick Leave:

Subd. 1.: Employees working less than 12 months per year will earn sick leave at the rate of 1 day per month x their hours worked for 10 months (September through June).

Employees working 12 months will earn sick leave at the rate of 1.083 per month x hours per day.

Based upon the number of contracted days worked in a school year, an employee may be eligible for up to 104 hours per school year.

Unused sick leave will be allowed to accumulate up to a maximum hour of 120 days' x their daily hours worked. All sick days used during the year will be deducted from the accumulated sick days. Bus drivers working under the "Shared Bus Driving" provision will have sick leave pro-rated.

Employees who reach the maximum hours 120 days' x their daily hours worked of sick leave will be eligible to receive compensation of 100% of their daily rate for unused sick days "earned" to a maximum of 10 days per fiscal year payable in July of the following year.

Subd. 2.: Sick leave with pay shall be allowed whenever an employee's absence is found to have been due to personal illness, injury or disability, which prevented their attendance and performance of duties on that day or days.

An employee may use personal sick leave benefits for absences due to an illness of the employee's child for such reasonable period as the employee's attendance with the child may be necessary; on the same terms the employee is able to use sick leave benefits for the employee's own illness. Certificates of illness by the attending physician may be required for all absences of more than three (3) days in duration.

"Child" is defined in M.S. 181.940, as an individual under 18 years of age or an individual under age 20 who is still attending secondary school.

If a concern is expressed to the immediate supervising administrator or to the School District Human Resources Director regarding the frequency of an employee's use of sick leave, the supervising administrator may request a certificate of illness by the attending physician for each subsequent use of

sick leave (the immediate supervisor may require further authentication after conferring with the Human Resources Director and gathering input from the affected employee). Failure to comply with the request for a physician's certificate of illness will result in disciplinary action.

Subd. 3.: Sick leave pay shall be approved only upon entry of absence into the Employee Absence Management System.

Section 2. Child Care Leave:

Subd. 1.: Childcare leave shall be granted by the School District, subject to the provisions of this section, to one parent of an infant child, provided such parent is caring for the child on a full-time basis.

Subd. 2.: An employee making application for childcare leave shall inform the Superintendent or their designee in writing of their intention to take childcare leave at least three (3) calendar months prior to the date of the intended leave. The employee shall indicate the expected date to begin the leave and the length of leave requested.

Subd. 3.: If the reason for the childcare leave is occasioned by pregnancy, an employee may utilize sick leave pursuant to the sick leave provisions of this Agreement during a period of physical disability. An employee shall not be eligible for sick leave during a period of time covered by a childcare leave except during a period of physical disability occasioned by pregnancy. A pregnant employee will also 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, if mutually agreed between the employee and School District, adjust the proposed length, beginning and ending dates of a childcare leave to coincide with some natural break in the school year.

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

1. Grant any leave more than twelve (12) months in duration.
2. Permit the employee to return to employment prior to the date designated in the request for childcare leave, unless mutually agreed upon.
3. Grant more than one leave, per child, in any 12-month period.

Subd. 6.: An employee returning from childcare leave shall be re-employed in a position as close to the level of the previous position as possible, unless previously laid off or terminated.

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

Subd. 8.: An employee returning from childcare leave within the provisions of this section shall retain all their seniority rights, experience and any unused leave time accumulated under the provisions

of the Agreements at the commencement of their childcare leave. The employee shall not accrue additional seniority, experience or leave time during the period of absence for childcare leave.

Subd. 9.: An employee on childcare 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 childcare leave. The right to continue participation in such group insurance programs, however, will terminate if the employee does not return to work for the district pursuant to this section and subject to applicable state and federal laws.

Subd. 10.: Leave granted under this section shall be without pay or fringe benefits unless otherwise provided for under this section or allowed under state or federal statute.

Section 3. Jury Duty:

When summoned for jury duty, employees will receive paid leave, less the daily per diem amount they receive from the court system. Employees should submit a cop of the jury summons to their supervisor and enter their absences into the absence management system. Upon receipt of juror pay, the employee should provide a copy of the payment remittance to Payroll for the deduction of the daily per diem amount (excluding expenses).

Section 4. Workers' Compensation:

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

Subd. 2.: A deduction shall be made from the employee's accumulated vacation or sick leave accrual time according to the pro-rata portion of days of sick leave or vacation time, which is used to supplement workers' compensation, unless the employee requests the deduction not be taken.

Subd. 3.: Such payment shall be paid 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 or vacation pay result in the payment of total daily, weekly or monthly compensation that exceeds the normal compensation of the employee.

Section 5. Bereavement Leave:

Subd. 1.: Up to three days bereavement leave, charged to sick leave, with full salary, may be used in each year in the event an employee is absent due to the death in the immediate family (parents, brothers, sisters, children, husband, wife, grandparents, grandchildren or same by law, or an immediate member of the household). The employee, with the consent of the Human Resources Director, may be granted an extension of bereavement leave.

In the case of a death of anyone not specifically addressed above, the School District will provide an employee one (1) day of bereavement leave each school year to attend a funeral or memorial service. This additional day shall not be accumulative from year to year and will be deducted from the employee's accumulated sick leave. A part-time employee shall receive proportionate bereavement leave consistent with their workday.

Section 6. Medical Leave:

Subd. 1.: An employee who has completed their probationary period (ARTICLE XII, Section 1.) who is unable to perform their duties because of illness or injury and who has exhausted all sick leave credit available may, upon written request, be granted a medical leave of absence without pay up to six (6) months. This leave may be renewed at the discretion of the School District.

Subd. 2.: A request for leave of absence or renewal thereof 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 their normal responsibilities.

Subd. 3.: Employees who take a paid medical leave will return to their original position/route unless previously laid off or terminated.

Subd. 4.: Employees who take an unpaid medical leave for three months or less will return to their original position/route. However, if the unpaid leave is greater than three months, their position will be posted and filled. Upon return, the employee will receive the first open position for which they are qualified. The employee shall be able to exercise their seniority rights at the beginning of the following school year to bump the least senior employee within their classification with the same or closest to the same (but not greater) number of hours.

Section 7. Insurance Application:

An employee on unpaid leave is eligible to continue to participate in group insurance programs pursuant to the Family Medical Leave Act.

Section 8. Credit:

An employee who returns from unpaid leave shall retain experience credit for pay purposes and other benefits which they had accrued at the time they went on leave. No credit shall accrue for the period of time that an employee was on unpaid leave.

Section 9. Eligibility:

Leave benefits provided in this article shall apply to twelve months and less than twelve-month employees within the confines of their employment dates.

Section 10. Personal Leave:

Notices for personal leave and leave without pay must be entered into the absence management system to the respective building principal or supervisor at least five (5) days in advance. The number of unit employees on personal leave or leave without pay at any one time will be limited to no more than five (5) percent of the unit employees under a principal's/director's jurisdiction or may exceed 5% if subs or coverage is available. At the beginning of each year, each building/department will determine the coverage plan to be followed when employees are gone. Employees will be equally responsible for working out coverage plans.

Subd. 1.: To be eligible for Personal Leave and Leave Without Pay, unit members must have completed their probationary period:

1. Upon completion of probation, each employee is allowed two personal leave days (x) daily hours worked per year, with the option that if not used the employee will be reimbursed at 100% of their daily rate of pay. Paid leave must be used prior to unpaid leave.
2. Upon completion of probation, each employee is allowed three (3) days of leave (x) daily hours worked without pay per work year.

Subd. 2.: After 2 years of employment, employees covered shall be entitled to the following:

1. Three personal days (x) daily hours worked per year with the option that, if not used, the employee will be reimbursed at 100% of their daily rate of pay. Paid leave must be used prior to unpaid leave.
2. Each employee is allowed two (2) days of leave (x) daily hours worked without pay per year.

Subd. 3.: After 19 year of employment, employees covered shall be entitled to the following:

1. Four personal leave days (x) daily hours worked per year with the option that, if not used, the employee will be reimbursed at 100% of their daily rate of pay. Paid leave must be used prior to unpaid leave.
2. Each employee is allowed 1 day of leave (x) daily hours worked **without pay** per year.

Additional days without pay may be granted at the discretion of the employee's supervising administrator.

Employees eligible for vacation do not qualify for personal leave days.

Employees eligible for vacation time will not be allowed to use unpaid days off until all vacation days have been exhausted, and approval to use leave without pay is subject to approval by the Superintendent or their designee.

Personal Leave will not be granted during the first four (4) student contact days each year, of the last four (4) student contact days each year. The only exceptions would be if there is a "lifetime event" i.e., a marriage, college graduation or an event that cannot be emulated on any other day. The

Superintendent and/or their designee are authorized to make exceptions to the beginning and ending of the year restrictions.

Section 11. Long Term Unpaid Leaves:

Employees, with the approval of the School Board, may be granted either a 6 month or one year leave of absence without pay or loss of seniority. Employees requesting a leave of absence need to submit a written application to the Superintendent or School District's Director of Human Resources by March 1 of the preceding year. Upon return, the employee will be placed in the first open position for which they are qualified.

If the condition which caused the need for a leave changes, the employee may return prior to the end of the leave based upon approval from the School Board.

Section 12. Exclusive Representative Leave:

Subd. 1. A leave of absence without pay and benefits of up to two (2) years shall be granted to any employee upon written application for the purpose of serving as an officer of the state association. Upon return from such leave, such employee shall be placed at the same position on the salary schedule and shall retain those fringe benefits which were accrued prior to taking association leave unless previously laid off or terminated.

Subd. 2. Unpaid leave not to exceed twenty (20) days per year shall be granted to any employee who is a state officer of the association for attendance at meetings and other functions deemed to be important to the position held.

Subd. 3. Unpaid leave up to twelve (12) days shall be granted to designated members of the local exclusive representative for attendance at meetings of the exclusive representative.

Section 13. Use of Personal Leave:

No employee may use personal leave or leave without pay in any combination to be absent for more than five consecutive days.

ARTICLE X

HOLIDAYS

Section 1. Paid Holidays:

Twelve month employees who work 30 or more hours per week shall be granted the following paid holidays: Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Eve Day, Christmas Day, New Year's Day, Memorial Day, Good Friday, New Year's Eve Day, Juneteenth and one floating holiday (to be used at the discretion of the Transportation Director or their designee).

Employees working less than 12 months will be granted two paid holidays designated as Christmas Eve Day and Christmas Day.

To qualify for holiday pay, the employee must work their scheduled shifts before and after the holiday (unless using approved paid leave).

Section 2. Weekends:

Holidays that fall on Saturday will be observed on Friday, holidays that fall on Sunday will be observed on Monday.

Section 3. School in Session:

The School District reserves the right, if school is in session, to cancel any of the above holidays and establish another holiday in lieu thereof. Any legal holiday or holiday which falls within an employee's vacation period shall not be counted as a vacation day.

ARTICLE XI

VACATIONS

Section 1. Earnings:

All 12-month employees who work 30 or more hours per week are eligible for paid vacation. Each employee will be granted a paid vacation period on the following basis:

- New hired employees will begin to earn vacation after 3 months.

Section 2. Earned Vacation:

Effective 7/1/2015, each employee will be granted a vacation period on the following basis:

1. Upon employment: 0.8334 of a day earned for each full month of employment.
 - Accruable to 160 hours as of July 1st and will not accrue above the maximum allowed.
 - Pro-rated for employees working less than 8 hrs./day.
 - (Example: 8 hrs./day x 0.8334 = 6.672 hrs./month x 12 mths x 1.00 FTE = 80 hrs.)
 - (Example: 7 hrs./day x 0.8334 = 5.83 hrs./month x 12 mths x 0.80 FTE = 55.97 hrs.)
2. 1.25 of a day earned for each full month of employment after (6) full years of continuous service from date of employment with the district.
 - Accruable to 240 hours as of July 1st.
 - Pro-rated for employees working less than 8 hrs./day.

3. 1.667 of a day earned for each full month of employment after 12 full years of continuous service from date of employment with the district.
 - Accruable to 320 hours as of July 1st.
 - Pro-rated for employees working less than 8 hrs./day.
4. 2.0834 of a day earned for each full month of employment after 15 full years of continuous service from date of employment with the district.
 - Accruable to 400 hrs. as of July 1st.
 - Pro-rated for employees working less than 8 hrs./day.

Section 3. Applications:

Subd. 1. Ideally, vacation should be taken when school is not in session; however, vacation may be taken any time during the year. No more than ten percent of the employees nor more than one employee from each building may be on vacation at the same time. Seniority shall prevail.

Subd. 2. The scheduling of all vacation time shall be determined by the School District.

Subd. 3. Maximum accumulation can be exceeded if in the judgement of the Superintendent of their designee deems that this waiver is in the best interest of the School District.

ARTICLE XII

DISCIPLINE, DISCHARGE, JOB POSTING AND PROBATIONARY PERIOD

Section 1. Probationary Period:

An employee shall serve an initial probationary period of 120 working days of service in the district during which time the employee shall accrue but not have access to the leave provisions of ARTICLE IX. 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 Agreement 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 30 working days in any such new classification. During this 30-day period, if the School District determines that the employee's performance in the new classification is unsatisfactory or if the employee determines they do not want to stay in the new position (an employee may only elect to return to their previous position one time in a three-year time period (calendar year calculation)). The School District shall have the right, without recourse to the grievance procedure, to reassign the employee to their former classification. However, during the duration of the

30-day probationary period, the employee shall have the right to bring a grievance on any other provisions of the Agreement, including discharge or discipline, alleged to have been violated.

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.

Section 4. Discipline:

An employee shall not be disciplined, reprimanded or reduced in rank or compensation without just cause. An employee has the right to representation in the event of any disciplinary action.

Section 5. Seniority:

Employees shall acquire seniority upon completion of the probationary period as defined in this Agreement, and, upon acquiring seniority, the seniority date shall revert back to the first date of service. "Seniority" is hereby defined as continuous employment in the bargaining unit from the most recent date of employment for all employees.

Subd. 1. Seniority Date: The most recent date of employment is whichever of the following circumstances first occurs:

1. For employees employed as of June 30, 1998, the first day of work in any position providing there has been no period of time in excess of five (5) consecutive working days during which the employee did not actually work and receive payment from the School District, unless they were on leave approved by the School District.
2. For employees hired after July 1, 1998, the date an employee commences uninterrupted actual work for the School District is a permanent position.

Subd. 2.: An employee who is working in two classifications shall accumulate seniority in the classification which comprises the majority of that employee's workday.

Subd. 3.: A seniority list shall be posted by the School District every year. If there is a tie on the seniority list, seniority ranking shall be determined by the employee ID number assigned by the District at the time of hire. When the seniority list is posted, the employees shall have thirty (30) days to make any corrections.

Subd. 4.: Changes in Seniority Classifications: Any employee transferred or re-employed in another classification retains, but does not accumulate, her/his seniority in her/his original classification and, in addition, commences seniority in her/his new classification.

Subd. 5.: The School District shall recognize the following seniority classifications:

- Assistant Mechanic
- Bus Assistant
- Bus Driver
- Head Mechanic
- Licensed Nurse
- Mechanic
- Paraprofessional
- Transportation Dispatcher
- Van Driver

Section 6. Job Posting:

Subd. 1.: Seniority, as defined in Section 5. above shall be a consideration for unit employees who apply for a job opening. In the event of a job opening, the job shall be announced electronically for a period of five (5) calendar days for the months of October through July and (3) calendar days for the months of August and September, and unit employees who are qualified for the vacancy shall be given the opportunity to apply for the position. Employees who are completing a “Performance Improvement Plan” may not apply for an internal job posting. Probationary employees may be considered for a job opening. Changes in job assignment must be beneficial to the employee and the district. The district’s decision is not grievable.

Subd. 2. Notice of Interest: When a position is open, or a new position created, unit employees will be given the first opportunity to fill the position in accordance with the procedures in Subd. 3 below. If no employee serves notice of interest or is qualified for the position, outside applicants will be considered in accordance with the procedure outlined in Subd. 3.

Subd. 3. Filling Vacancies: Qualifications: All applicants must meet the minimum qualifications for the position as outlined in the job posting. The district will consider a combination of factors to select the best candidate for the vacancy, including:

- Work Experience: Relevant experience performing the duties of the new position.
- Education: Education and training relevant to the position’s requirements.
- Performance: Past performance evaluations demonstrating the ability to meet or exceed expectations.
- Supervisor’s Input: Supervisor’s assessment of the applicant's suitability of the role based on their knowledge and experience.
- Seniority: While longevity is valued within the district, it will be considered alongside other factors.

For promotions to higher level positions, the district will also consider the complexity of the new role compared to the applicant’s current position.

The District is committed to a transparent selection process, which may involve interview, skills assessments and/or reference checks. All qualified applicants will be given a fair opportunity to be

considered for the vacancy. In the event there are equally qualified candidates, seniority may be used as a tiebreaker.

All applications must be submitted online through the district website.

Employees that were not selected for the position will be given an opportunity to request feedback from the hiring manager.

When a qualified employee serves notice of interest for a position in a different classification, the employer will fill the position with the most qualified applicant. If qualifications are substantially equal, the School District will give preference to the senior employee. An employee not given a position may request a written explanation from the supervising administrator.

Section 7. Extra Trips:

Subd. 1. Use of District Buses: All extra driving for activities that are sponsored by the School District and/or involve the expenditure of district funds shall be scheduled utilizing School District-owned buses. In the event that the district is unable to provide the service requested, an outside carrier may be used. This clause does not restrict the use of School District vehicles or other appropriate means of transportation to be utilized and driven by non-unit employees.

Subd. 2. Sign Up: All regular bus drivers who want extra work must sign up in the transportation office at the start of each student contact year. Drivers will have the opportunity to sign up on one or more of the following lists:

1. Weekday/night out of town trips.
2. Weekend trips.
3. In District (these trips will be filled by the most efficient use of district buses. Example – trips in Carlos area filled by buses located in that area.)

Opportunities will be offered on a rotating basis. If an employee turns down the extra trip, their name will be moved to the bottom of the list. If a substitute cannot be found for a bus driver's regular route, the bus driver shall remain first on the list. School District drivers will be given an average of ½ of all weekday/weeknight trips. District drivers will drive all weekend trips.

Exception: Due to the need for an importance of establishing consistencies for students and parents on regular routes, "extra trips" will not be awarded to route drivers during the first 10 days of school.

Drivers that would like to drive bus for summer routes need to express notice of interest through written communication. Drivers that are awarded summer routes will receive first priority for "extra work" that occurs in July and August. If there is a need for additional drivers to do "extra work" during July and August, that work will be assigned to drivers who applied for summer routes but were not awarded a route.

Subd. 3. Notification: Bus drivers who are offered extra work shall be notified as soon as possible. A bus driver who declines a work assignment after initially accepting the assignment will have their name moved to the bottom of the list, except in an emergency, as determined by the Director.

Subd. 4. Changes and Cancellations: Bus drivers scheduled for extracurricular and/or field trips shall be notified of a rescheduling or reassignment of the trip at least twenty-four (24) hours before the trip is scheduled to begin. If the bus driver is not notified at least twenty-four (24) hours prior to the trip, they will receive four (4) hours of pay, or the scheduled trip hours, whichever is less, but at least minimum of two (2) hours.

If any driver may/will exceed 40 hours of driving time in one week, placing the driver into an “overtime pay” situation, the Transportation Director has the right to alter the rotation schedule to assure that overtime pay does not occur.

Drivers scheduled for extra-curricular and/or field trips that are cancelled due to weather conditions will be notified prior to the driver beginning their pre-trip inspection. Drivers may also contact the transportation office at least sixty minutes prior to the scheduled departure time for a determination as to the cancellation of the trip. When a contact has been initiated by a driver, the Transportation Office must determine if the trip has been cancelled or not. If the driver is not notified prior to pre-trip inspection or by the bus driver-initiated call, they will receive four (4) hours of pay, or the scheduled trip hours, whichever is less, but at least minimum of two (2) hours.

Subd. 5. Pay Rate: All employees will receive their regular hourly rate of pay for any extra work performed. Any necessary expenses shall be reimbursed to the driver. A minimum of eight (8) hours of pay shall be paid on layover days of overnight trips.

Subd. 6. Meal Allowance: Meal allowances will be paid according to School District policy.

Subd. 7. Lodging Allowance: On all overnight, School District sponsored trips each bus driver shall be entitled to a single occupancy room. This provision applies only if the bus driver actually uses a room. If the bus driver wishes to take a spouse or child with, the transportation supervisor must approve it, with only the single rate reimbursed.

Section 8. Long Term Substitutes:

Subd. 1. Definition: Long Term Substitutes are employees who work in a position lasting four (4) months or less during a school year. These employees are not members of the bargaining unit and are not eligible for benefits. This does not apply for employees working under the “shared bus driver” category.

Subd. 2. Posting: The District is not obligation to post a long-term substitute position as defined in Subd. 1 of this section. If the position lasts longer than four (4) months in a school year, the position will be posted as a permanent position pursuant to Article XII, Section 6 and Article IX, Section 6, Subd. 3 of this Agreement.

Subd. 3. Seniority: Persons employed in long-term substitute positions shall not earn seniority rights. Long Term Substitutes making application for and being awarded employment in the position they occupied as a long-term substitute when it became a permanent position pursuant to Subd. 2 of this section will have a seniority date of their first day in the permanent position.

Subd. 4. Probationary Period: Long Term Substitutes awarded a permanent position will begin their probationary period on their first day in the permanent position and serve a probationary period pursuant to Article XII, Section 1 of this Agreement.

ARTICLE XIII

REDUCTION IN FORCE/RECALL

Section 1.:

The School District shall establish a seniority list according to job classification for use in reduction of hours, layoffs and recalls from layoff. Employees shall be laid off in inverse order according to their seniority in their classification.

Employees on layoff shall retain seniority and the right to recall within their classification in seniority order for a period of twelve (12) months after the date of layoff.

An employee who is being laid off shall be given a written notice of such two (2) weeks before the intended layoff. An employee resigning their position shall give the School District a written notice of two (2) weeks prior to leaving.

All employees on layoff shall be responsible for keeping the School District informed of their addresses and telephone numbers. An employee on layoff who does not report back to work within five days after being notified by certified mail sent to the employee's last known address will be considered to have resigned and shall lose all further right to recall.

No new employees will be hired while qualified employees are on layoff. For purposes of implementing the provisions of this article, the following procedures will be used:

- Layoff: When an employee's position is eliminated, the employee so affected who is more senior than one or more other employees within that classification shall be assigned to that position within the classification that is held by the least senior employee with an equal, or closest to equal, number of hours. Employees displaced by such reassignment shall be assigned to that position within the classification that is held by the least senior employee with an equal, or closest to equal, number of hours.
- Hour Increases: Positions for which hours are increased by 1 ½ hours per day or more shall be posted for the following school year pursuant to ARTICLE XII, Section 6. Employees displaced by the posting and awarding of such positions shall be assigned to that position within the classification that is held by the least senior employee with an equal, or closest to equal, number of hours prior to the increase in time.

Hours Reductions: An employee whose hours are reduced during the school year shall not be able to exercise their rights under this article until the beginning of the next school year. At the beginning of the following school year, an employee whose assigned work was reduced by 1 ½ hours per day or more shall be assigned to that position within the same classification that is held by the lease senior employee whose assignment hours are closest to, but not greater than, the assignment originally held by the employee whose hours are being reduced. Employees displaced by such reassignment shall be assigned to that position within the classification that is held by the lease senior employee with an equal, or closest to equal, number of hours.

ARTICLE XIV

RETIREMENT BENEFITS

Employees who retire from the School District shall be granted the following percentage of their annual income earned in the 12 months prior to their retirement. To be eligible, you must be at least 55 years old and have completed at least 10 years of continuous service.

Length of employment:

Must have completed 10-15 years – 20%

Must have completed 16-20 years – 30 %

Must have completed 21 or more years – 40%

The employee will receive the retirement pay in a lump sum in January of the following year. The actual cost of this benefit paid in the base year will be included in future base cost calculations.

If a retired employee dies before receiving their retirement pay, the employee's beneficiary will receive the retirement pay.

If an employee retires from the district and is eligible for the retirement severance benefit as outlined above, they shall receive the back pay for the time period worked if the contract has not been settled at the time of retirement.

ARTICLE XV

MISCELLANEOUS PROVISIONS

Section 1. In-service Training:

The School District will provide all necessary in-service to unit employees. Employees who are required by the School District to attend in-service training will be compensated at their regular hourly rate of pay for all in-service time.

Section 2. IEP Involvement:

Any IEP information released to an employee is on a need-to-know basis and within all data privacy guidelines and laws. Employees will be provided with all IEP information necessary to perform their duties.

Section 3. Employee Bulletin Boards:

Bulletin board space will be in all Alexandria Public Schools facilities for the purpose of posting union notices and other job-related information.

Section 4. Bus & Van Driver Break Areas:

Restroom facilities and a break area will be provided for bus and van drivers.

Section 5. Reimbursements:

License application costs required for bus license renewal will be reimbursed by the district.

Section 6. Extra-Curricular/Coaching:

Duties relating to extra-curricular activities will be conducted outside of the employee's assigned work schedule. If the activity conflicts with the employee's assigned work schedule, pay will be reduced for this missed time.

Section 7. Bus Driver Physicals:

Required physicals for maintaining a school bus endorsement will be paid for by the School District when the employee has their endorsement physical performed at the district's designated provider. If a bus driver prefers not to see the School District's designated provider, the bus driver can see their own provider and will be reimbursed up to \$120.00 for the physical.

Section 8. Uniform Allowance:

The School District will pay an amount of \$300.00 per year toward the purchase of School District approved uniforms for mechanics when receipts are submitted for approval. Payment will be made the first pay period after receipts are submitted. The uniforms will become the property of the mechanic who will be responsible for cleaning them. Uniforms will be kept neat and clean at all times.

Section 9. Training Stipend:

The School District will pay for two bus driver members, a training stipend of \$300.00 each, to coordinate and facilitate training of drivers in the June paycheck.

Section 10. Steward Stipend:

The para/transportation group will have two district unit stewards representing the para/transportation team in district level planning. The members will be elected because of their leadership in the group and desire to work to make District 206 a better place for all learners. The unit stewards will take part in School District planning sessions and communication back to the members of the group. Compensation for each unit steward will be \$250/year divided over the months of October through May.

ARTICLE XVI

GRIEVANCE PROCEDURE

Bureau of Mediation Services Grievance Procedure

5510.4600 (Repealed, 11 SR 2077)

5510.4700 (Repealed, 11 SR 2077)

5510.4800 (Repealed, 11 SR 2077)

5510.4900 (Repealed, 11 SR 2077)

5510.5000 (Repealed, 11 SR 2077)

5510.5100 (Repealed, 11 SR 2077)

5510.5110 POLICY.

Parts 5510.5110 to 5510.5190 are to be liberally construed to as to effectuate the purposes of Minnesota Statutes, chapter 179A, the Public Employment Labor Relations Act.

SA: MS § 179A.04, Subd. 3, paragraph (f)

HIST: 11 SR 2077

5510.5120 APPLICATION.

Parts 5510.5110 to 5510.5190 are applicable when a public employer and an exclusive representative of public employees have not reached agreement on or do not have access to a contract grievance procedure as required by Minnesota Statutes, section 179A.20, subdivision 4.

SA: MS § 179A.04, Subd. 3, paragraph (f)

HIST: 11 SR 2077

5510.5130 DEFINITIONS.

Subpart 1. **Scope.** For the purposes of parts 5510.5110 to 5510.5190, the words defined in this part have the meanings given them.

Subp. 2. **Bureau.** “Bureau” means the Bureau of Mediation Services.

Subp. 3. **Days.** “Days” means calendar days.

Subp. 4. **Employee.** “Employee means any public employee who is employed in a position that is part of an appropriate unit for which an exclusive representative has been certified under Minnesota Statutes, section 179A.12.

Subp. 5. **Grievance.** “Grievance” means a dispute or disagreement regarding the application or interpretation of any term of a contract required under Minnesota Statutes, section 179A.20, subdivision

1. If no contract exists between the exclusive representative and the employer, “grievance” means a dispute or disagreement regarding the existence of just cause in the discipline or any employee or the termination of nonprobationary employees.

Subp. 6. **Nonprobationary.** “Nonprobationary” means an employee who has completed an initial probationary period required as of the public employer’s employment process.

Subp. 7. **Party.** “Party” means either the exclusive representative and its authorized agent or the employer and its authorized representative.

Subp. 8. **Service.** “Service” means personal delivery or service by the United State Postal Service, postage prepaid and addressed to the individual or organization at its last known mailing address. Service under parts 5510.5110 to 5110.5190 is effective upon deposit with the United States Postal Service, as evidenced by a postmark or dated receipt, or upon personal delivery.

SA: MS § 179A.04, Subd. 3, paragraph (f)

HIST: 11 SR 2077

5510.5130 COMPUTATION OF TIME.

In computing any period of time prescribed or allowed by parts 5510.5110 to 5510.5190, the day or act or event upon which a period of time begins to run shall not be included. The last day of the time period shall be included unless it is a Saturday, Sunday or holiday.

SA: MS § 179A.04, Subd. 3, paragraph (f)

HIST: 11 SR 2077

5510.5140 STEP ONE. (PRINCIPAL AND/OR SUPERVISOR)

When an employee or group of employees represented by an exclusive representative has a grievance, the employee or an agent of the exclusive representative shall attempt to resolve the matter with the employee’s immediate supervisor within 21 days after the employee, through the use of reasonable diligence, should have had knowledge of the event or act giving rise to the grievance. The supervisor shall then attempt to resolve the matter and shall respond in writing to the grievant and the agent of the exclusive representative within five days after the grievance is presented.

SA: MS § 179A.04, Subd. 3, paragraph (f)

HIST: 11 SR 2077

5510.5150 STEP TWO. (DISTRICT ADMINISTRATION)

If the supervisor has not been able to resolve the grievance or has not responded in writing within the time period provided in part 5510.5140 (step one), a written grievance may be served on the next appropriate level of supervision by the exclusive representative. The written grievance shall provide a concise statement outlining the nature of the grievance, the provisions of the contract or the just cause situation in dispute, and a statement of the relief or remedy requested. The written grievance must be served on the employer’s representative within 15 days after the immediate supervisor’s response was due under part 5510.5140 (step one). The employer’s representative shall meet with the agent of the exclusive representative within five days after service of the written grievance and both parties will attempt to resolve the grievance. The employer’s representative shall serve a written response to the grievance on the agent of the exclusive representative within five days of the meeting. The response shall contain a concise statement of the employer’s position on the grievance and the remedy or relief the employer is willing to provide, if any.

SA: MS § 179A.04, Subd. 3, paragraph (f)

5510.5160 STEP THREE. (BOARD OF EDUCATION OR COMMITTEE OF THE BOARD)

If the grievance is not resolved under part 5510.5150 (step two), the exclusive representative may serve the written grievance upon the chief administrative agent of the employer or that person's designated representative within ten days after the written response required by part 5510.5150 (step two) was due. An agent of the exclusive representative shall meet with the chief administrative officer or designee within five days of service of the written grievance and they shall attempt to resolve the matter. The chief administrative officer or designee shall serve a written response to the grievance on the agent of the exclusive representative within five days of the meeting.

SA: MS § 179A.04, Subd. 3, paragraph (f)

HIST: 11 Sr 2077

5510.5170 ARBITRATION.

Subpart 1. **Referral to arbitration.** If the response of the chief administrative officer or designee is not received within the time period provided in part 5510.5160 (step three) or is not satisfactory, the exclusive representative may serve a written notice on the employer of its intent to refer the case to arbitration within ten days after the response required by part 5510.5160 (step three) is due.

Subp. 2. **Selection of arbitrator.** Within ten days of the service of written notice of intent to arbitrate, the employer's chief administrative officer or designee shall consult with the agent of the exclusive representative and endeavor to mutually agree upon an arbitrator to hear and decide the grievance. If the parties do not agree upon the selection of an arbitrator, either party may request a list of impartial arbitrators from the bureau. The parties shall alternately strike names from a list of five names to be provided by the bureau until only one name remains, and the remaining name shall be the designated arbitrator. The determination of which party will commence the striking process shall be made by mutual agreement or a flip of a coin. If one party refuses to strike names from the list provided by the bureau, the other party may serve written notice of this fact upon the bureau, with a copy to the offending party. Unless it is confirmed that the parties have otherwise selected or agreed upon an arbitrator within three days of service of the notice of refusal or failure to strike names, the bureau shall designate one name from the list previously provided to the parties and the person so designated by the bureau shall have full power to act as the arbitrator of the grievance.

Subp. 3. **Arbitrator's authority.** The arbitrator shall have no authority to amend, modify, add to or subtract from the terms of the existing contract. The decision and award of the arbitrator shall be final and binding upon both parties.

Subp. 4. **Arbitration expenses.** The employer and the exclusive representative shall share equally the arbitrator's fees and necessary expenses. Cancellation fees shall be paid by the party requesting the cancellation and any fees incurred as a result of a request for clarification shall be paid by the party requesting the clarification. Each party shall be responsible for compensating its own representatives and witnesses except to the extent provided by part 5510.5180, subpart 1.

Subp. 5. **Transcripts and briefs.** Because arbitration is intended to provide a simple, speedy alternative to litigation process, the use of transcripts and briefs should be considered only in exceptional circumstances. If a verbatim record is required, it may be prepared providing the party desiring the record pays the cost and makes a copy available to the other party and the arbitrator without charge. The arbitrator may maintain written notes of the hearing and may use an electronic recording device to supplement the note taking. These notes shall be considered the arbitrator's private and personal property

and shall not be made available to the parties or another third party. If a recording device is used by the arbitrator to supplement the arbitrator's notes, the arbitrator shall retain the recording for a period of 90 days following the issuance of the award.

SA: MS § 179A.04, Subd. 3, paragraph (f)

HIST: 11 SR 2077

5510.5180 PROCESSING OF GRIEVANCES.

Subpart 1. **Release time.** To the fullest extent feasible, the processing of grievances under parts 5510.5110 to 5510.5190 shall be conducted during the normal business hours of the employer. Employees designated by the exclusive representative shall be released from work without loss of regular non-overtime earnings as a result of their necessary participation in meetings or hearings held pursuant to parts 5510.5110 to 5510.5190, whenever such release is consistent with the ability of the employer to conduct safe and reasonable operations. No more than three employees shall be entitled to compensation for participation in a single meeting or hearing with respect to any one grievance.

Subp. 2. **Waiver of steps.** The parties may by written mutual agreement waive participation in the grievance steps in parts 5510.5140 to 5510.5160 and may similarly agree to extend the time limits established by parts 5510.5140 to 5510.5170.

Subp. 3. **Time limits.** A failure to raise a grievance within the time limits specified in part 5510.5140, or to initiate action at the next step of the procedure in parts 5510.5140 to 5510.5170 within the time limits in these parts shall result in forfeiture by the exclusive representative of the right to pursue the grievance. A failure of an employer representative to comply with the time periods and procedures in parts 5510.5140 to 5510.5170 shall require mandatory alleviation of the grievance as requested in the last statement by the exclusive representative.

SA: MS § 179A.04, Subd. 3, paragraph (f)

HIST: 11 SR 2077

5510.5190 EFFECTIVE DATE.

Subpart 1. **No existing agreement.** In cases where there is no current collective bargaining agreement between an exclusive representative and a public employer, parts 5510.5110 to 5510.5190 are effective May 18, 1987.

Subp. 2. **Existing agreement.** If an exclusive representative and a public employer have executed a collective bargaining agreement before May 18, 1987, and the agreement relies upon the grievance procedure adopted by the commissioner to satisfy the Minnesota Statutes, section 179A.20, subdivision 4, parts 5510.5110 to 5510.5190 shall become effective only upon termination of the agreement. During the term of any agreement executed before May 18, 1987, the provisions of the grievance procedure contained in Minnesota Rules 1987, parts 5510.4600, 5510.4711, 5510.4900, 5510.5000 and 5510.5100 shall prevail.

SA: MS § 179A.04, Subd. 3, paragraph (f)

HIST: 11 SR 2077; L 1987 c 186 s 15

ARTICLE XVII

DURATION

Section 1. Terms and Reopening Negotiations:

This Agreement shall remain in full force and effect for a period commencing July 1, 2024 through June 30, 2026 and thereafter until modifications are made pursuant to the P.E.L.R.A. If neither party desires to modify or amend this Agreement commencing at its expiration, it shall give written notice of such intent to the other party pursuant to the P.E.L.R.A. Unless otherwise mutually agreed, the parties shall not commence negotiations more than 90 days prior to the expiration of the Agreement.

Section 2. Effect:

This Agreement constitutes the full and complete Agreement between the School District and the exclusive representative. The provisions herein 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.

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.

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, it shall not affect any other provisions of this Agreement or the application of any provision thereof.

APPENDIX A

SALARY SCHEDULE

An employee is eligible for pay according to the schedule below. The employee will receive one additional step for each subsequent year of employment.

2024-2025	Paraprofessional	*Licensed Nurse	Bus Assistant	Transportation Dispatcher	Van Driver	Bus Driver	Assistant Mechanic	**Mechanic	**Head Mechanic
Step 1	\$21.00	\$24.50	\$20.50	\$21.00	\$21.00	\$24.00	\$24.00	\$24.50	\$30.50
Step 2	\$21.25	\$24.75	\$20.75	\$21.25	\$21.25	\$24.25	\$24.25	\$24.75	\$30.75
Step 3-6	\$21.70	\$25.20	\$21.20	\$21.70	\$21.70	\$24.70	\$24.70	\$25.20	\$31.20
Step 7-10	\$22.15	\$25.65	\$21.65	\$22.15	\$22.15	\$25.15	\$25.15	\$25.65	\$31.65
Step 11-14	\$22.60	\$26.10	\$22.10	\$22.60	\$22.60	\$25.60	\$25.60	\$26.10	\$32.10
Step 15-18	\$23.05	\$26.55	\$22.55	\$23.05	\$23.05	\$26.05	\$26.05	\$26.55	\$32.55
Step 19-22	\$23.50	\$27.00	\$23.00	\$23.50	\$23.50	\$26.50	\$26.50	\$27.00	\$33.00
Step 23-26	\$23.95	\$27.45	\$23.45	\$23.95	\$23.95	\$26.95	\$26.95	\$27.45	\$33.45
Step 27-30	\$24.40	\$27.90	\$23.90	\$24.40	\$24.40	\$27.40	\$27.40	\$27.90	\$33.90
Step 31-34	\$24.85	\$28.35	\$24.35	\$24.85	\$24.85	\$27.85	\$27.85	\$28.35	\$34.35
Step 35-38	\$25.30	\$28.80	\$24.80	\$25.30	\$25.30	\$28.30	\$28.30	\$28.80	\$34.80
Step 39-42	\$25.75	\$29.25	\$25.25	\$25.75	\$25.75	\$28.75	\$28.75	\$29.25	\$35.25
Step 43-46	\$26.20	\$29.70	\$25.70	\$26.20	\$26.20	\$29.20	\$29.20	\$29.70	\$35.70
Step 47-50	\$26.65	\$30.15	\$26.15	\$26.65	\$26.65	\$29.65	\$29.65	\$30.15	\$36.15
Step 51-54	\$27.10	\$30.60	\$26.60	\$27.10	\$27.10	\$30.10	\$30.10	\$30.60	\$36.60
Step 55-58	\$27.55	\$31.05	\$27.05	\$27.55	\$27.55	\$30.55	\$30.55	\$31.05	\$37.05
Step 59-62	\$28.00	\$31.50	\$27.50	\$28.00	\$28.00	\$31.00	\$31.00	\$31.50	\$37.50

2025-2026	Paraprofessional	*Licensed Nurse	Bus Assistant	Transportation Dispatcher	Van Driver	Bus Driver	Assistant Mechanic	**Mechanic	**Head Mechanic
Step 1	\$21.70	\$25.20	\$21.20	\$21.70	\$21.70	\$24.70	\$24.70	\$25.20	\$31.20
Step 2	\$21.95	\$25.45	\$21.45	\$21.95	\$21.95	\$24.95	\$24.95	\$25.45	\$31.45
Step 3-6	\$22.40	\$25.90	\$21.90	\$22.40	\$22.40	\$25.40	\$25.40	\$25.90	\$31.90
Step 7-10	\$22.85	\$26.35	\$22.35	\$22.85	\$22.85	\$25.85	\$25.85	\$26.35	\$32.35
Step 11-14	\$23.30	\$26.80	\$22.80	\$23.30	\$23.30	\$26.30	\$26.30	\$26.80	\$32.80
Step 15-18	\$23.75	\$27.25	\$23.25	\$23.75	\$23.75	\$26.75	\$26.75	\$27.25	\$33.25
Step 19-22	\$24.20	\$27.70	\$23.70	\$24.20	\$24.20	\$27.20	\$27.20	\$27.70	\$33.70
Step 23-26	\$24.65	\$28.15	\$24.15	\$24.65	\$24.65	\$27.65	\$27.65	\$28.15	\$34.15
Step 27-30	\$25.10	\$28.60	\$24.60	\$25.10	\$25.10	\$28.10	\$28.10	\$28.60	\$34.60
Step 31-34	\$25.55	\$29.05	\$25.05	\$25.55	\$25.55	\$28.55	\$28.55	\$29.05	\$35.05
Step 35-38	\$26.00	\$29.50	\$25.50	\$26.00	\$26.00	\$29.00	\$29.00	\$29.50	\$35.50
Step 39-42	\$26.45	\$29.95	\$25.95	\$26.45	\$26.45	\$29.45	\$29.45	\$29.95	\$35.95
Step 43-46	\$26.90	\$30.40	\$26.40	\$26.90	\$26.90	\$29.90	\$29.90	\$30.40	\$36.40
Step 47-50	\$27.35	\$30.85	\$26.84	\$27.35	\$27.35	\$30.35	\$30.35	\$30.85	\$36.85
Step 51-54	\$27.80	\$31.30	\$27.30	\$27.80	\$27.80	\$30.80	\$30.80	\$31.30	\$37.30
Step 55-58	\$28.25	\$31.75	\$27.75	\$28.25	\$28.25	\$31.25	\$31.25	\$31.75	\$37.75
Step 59-62	\$28.70	\$32.20	\$28.20	\$28.70	\$28.70	\$31.70	\$31.70	\$32.20	\$38.20

NOTE: Step placement may or may not be reflective of years of service with the District.

*The designation of certification that is needed for this position will be determined by the School District in regard to a certification meeting the level of competency required for the students being served.

**Diesel mechanic degree required.

At the contract expiration, steps will not be automatic. Step will be paid after a negotiated settlement is ratified.

IN WITNESS WHEREOF, the parties have executed this Agreement this _____ day of _____, 2024.

INDEPENDENT SCHOOL DISTRICT #206

MINNESOTA SCHOOL EMPLOYEES
ASSOCIATION

Chair

Staff Representative

Clerk

Employee Negotiator

Employee Negotiator