

# COLLECTIVE BARGAINING AGREEMENT

between

INDEPENDENT SCHOOL DISTRICT NO. 0345  
NEW LONDON-SPICER SCHOOLS, MINNESOTA  
and



NEW LONDON-SPICER EDUCATIONAL SUPPORT PROFESSIONALS  
Effective: July 1, 2023 through June 30, 2025

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## **ARTICLE I: PURPOSE**

### Section 1. Parties

This Agreement is entered into between Independent School District No. 345 (School District) and the New London-Spicer Education Support Professionals (Exclusive Representative of NLS ESP) pursuant to and in compliance with the [Public Employment Labor Relations Act of 1971](#), as amended, (PELRA) to provide the terms and conditions of employment for said employees for the duration of this Agreement.

## **ARTICLE II: RECOGNITION OF EXCLUSIVE REPRESENTATIVE**

### Section 1. Recognition

The Employer recognizes NLS ESP as the Exclusive Representative of the classified employees employed by the School District pursuant to the Minnesota Public Employment Labor Relations Act (PELRA), certified by the Bureau of Mediation Services, State of Minnesota in BMS Case No. 99-PCE-1519.

### Section 2. Appropriate Unit

The NLS ESP shall represent all the classified employees covered by this Agreement as certified by the Bureau of Mediation Services.

## **ARTICLE III: DEFINITIONS**

### Section 1. Classified Employee

A member of the exclusively recognized bargaining unit as certified by the Bureau of Mediation Services who is not required to be certified by the State Board of Teaching and who are public employees within the meaning of [Minn. Stat. § 179A.03 subd. 14](#), excluding confidential and supervisory employees.

### Section 2. School Board

Any reference to the School District in this Agreement shall mean the School Board or its designated officials.

### Section 3. Other Terms

Terms not defined in this Agreement shall have those meanings as defined in the PELRA

### Section 4. Full-Time Employee

An employee is considered full-time if an employee is regularly scheduled for a minimum of 30 hours per week.

### Section 5. Part-Time Employee

An employee is considered part-time if an employee is scheduled to work for less than 30 hours per week and is a public employee within the meaning of [Minn. Stat. § 179A.03. subd. 14](#).

## **ARTICLE IV: SCHOOL BOARD RIGHTS**

### Section 1. Inherent Management Rights

The NLS ESP 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, selection, direction and number of personnel.

### Section 2. Effect of Laws, Rules, and Regulations

The NLS ESP recognizes that all employees covered by this Agreement shall perform such services prescribed by the School District and shall be governed by the laws, rules, and regulations of the State of Minnesota, federal laws and by reasonable School District rules, regulations, directives, and orders issued by properly designated officials of the School District. 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 3. Reservation of Managerial Rights

The foregoing enumeration of School District rights and duties shall not be deemed to exclude other inherent managerial rights and managerial functions not expressly reserved herein, and all managerial rights and managerial functions not expressly delegated in this Agreement are reserved to the School Board and its designated representative.

### Section 4. Management Responsibilities

The NLS ESP recognizes the right and obligation of the School District to efficiently manage and conduct the operation of the School District within its legal limitations and with its primary obligation to provide an educational opportunity for the students of the School District.

## **ARTICLE V: EMPLOYEE RIGHTS**

### Section 1. Request for Dues Check-off

When a bargaining unit member has authorized a dues deduction, such authorization shall continue in effect for that year and from year to year, and cannot be canceled except by written notice from the Union President. A member seeking cancellation must provide written notice to the Union President between September 1 - 30.

Any bargaining unit member, or new hire who has applied for membership in the bargaining unit, authorizes the school district to deduct one-sixteenth (1/16) of such dues from the regular paycheck of the bargaining unit member for each pay period for 16 consecutive pay periods. The deductions will begin the first pay period on or after October 15. For bargaining unit members employed after the commencement of each

school year, deductions of dues shall be made by the School District. The dues will be deducted equally between existing pay periods between the date of the bargaining unit members first pay date and May 31.

### Section 2. Right to Views

Pursuant to the PELRA, 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 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 right of the NLS ESP; nor shall it be construed to require any employee to perform labor or services against his or her will.

### Section 3. Union Leave

Over the period of the Agreement, the NLS ESP Union as a whole shall be credited with a total of forty-eight (48) paid duty hours, which are non-accumulative. Additional days may be granted upon the discretion of the Superintendent; provided, however, such additional days shall be unpaid.

The NLS ESP President(s) shall notify the Superintendent as early as practical, but in any event no later than three (3) days prior to the date of the intended use of such leave, which union member(s) will be taking leave, and enter the leave in the district attendance management system. Said leave shall only be used for Association business which cannot be conducted other than during work hours.

### Section 4. Meet and Confer

A committee of representatives from the employer may meet two times a year with representatives of the Exclusive Representative. These meetings will be used to discuss policies and other matters relating to their employment that are not terms and conditions of employment.

## **ARTICLE VI: DISCIPLINE**

### Section 1. Types of Discipline

The Employer will discipline Employees for just cause only. Discipline may include any of the following, dependent upon the seriousness of the offense:

1. Oral Reprimand
2. Written Reprimand
3. Withholding of a salary increase or increment
4. Suspension without pay
5. Discharge

Both the Employer and Union agree that the above list of types of discipline is not meant to imply a sequence of events.

Section 2. Form of Discipline

Written reprimands, suspensions, withholding of a salary increase or increment, and discharges will be in written form and shall be subject to the grievance procedure of this Agreement.

Section 3. Administrative Leave

Nothing in this Section shall restrict the right of the School District to place an employee on administrative leave with pay pending the outcome of an investigation relating to that employee. Such administrative leave with pay will not be considered as discipline.

Section 4. Unused Leave

Employees who are discharged for just cause, will not be granted final payment for any unused leave.

Section 5. Personnel File

Employees may examine their own individual personnel files at reasonable times, under the direct supervision of the School District. Pursuant to the Minnesota Government Data Practices Act, employees may obtain copies of all public and private data within their personnel files, at their request. An employee may submit, for inclusion in the file, written information in response to the material contained therein, as long as the employee submits the written information within thirty days after notification is provided by the School District. Employees shall be provided with a copy of all disciplinary notices that are placed in their personnel files.

Section 6. Employee Fails to Report to Work

Any employee who fails to report to work for a period of three days or more without notifying his or her supervisor will be considered to have abandoned the job and voluntarily terminated the employment relationship.

**ARTICLE VII: WORKING CONDITIONS**

Section 1. Employment Period

The basic period of employment includes the 12 month period from July 1 through June 30. Nothing herein shall be construed as a guarantee of hours of work per day or per week, except as provided in the remainder of the contract.

Section 2. Daily Schedule

Each employee is responsible for furnishing a complete daily schedule if requested, to the Superintendent or immediate supervisor. This schedule shall include normal duties during the working day.



Section 3. Overtime

In general, overtime will be minimized as much as possible. Authorized overtime shall be compensated at the rate of time and one-half the employee's regular rate of pay for all hours worked in excess of forty (40) hours in the seven-day work period.

Section 4. Pay Rate

Employees shall be paid at the regular rate of pay for all workshops, conferences, and work/in-service days, if their attendance is required by the Superintendent.

Section 5. Breaks

8-hour day	½ hour unpaid meal break two - 15-minute work breaks
5 - <8-hour day	½ hour unpaid meal break one - 15-minute work break
3 - <5-hour day	one - 15-minute work break

Section 6. Absent Students

All management and special education aides, who work on a one-to-one basis with a particular student, will be paid a minimum of three (3) hours of pay if they report to work without knowledge of the student's absence and the employee elects to work a minimum of three (3) hours as assigned. Arrangements for absent students should be made in advance if possible.

Section 7. Summer Work Hours

Employees may be authorized to work four (4) ten (10) hour days during the summer at the School District's discretion.

Section 8. Job Share

Employees may request a job share at the discretion of the School District. Any such job share will be subject to School District control and may be discontinued once authorized at the discretion of the School District.

Section 9. Emergency Closing

The school district will give employees the opportunity to make up any hours lost due to late starts, early closing, or cancellation of school days with the approval of the supervisor. In the event the school district calls an emergency closing, emergency early out, or emergency early dismissal, nine (9) month employees will be compensated for lost hours during contracted student contact days as designated by the district's annual calendar if such days are not made up. If the district calls an e-learning day due to expected inclement weather, nine (9) month employees who are not required to work will be compensated for lost hours. When school is closed, starts late, or closes early on a scheduled school day due to inclement weather, employees shall not be required to report if they believe in good faith that it is too hazardous to do so.

If a delayed school day becomes a canceled school day, Food Service and custodial employees who have reported to work shall be paid for a minimum of three hours or time worked, whichever is greater.

#### Section 10. Lunch Benefit

To the extent practicable, school lunch will be provided to office staff and custodial staff.

#### Section 11. Weekend and Holiday Building/Boiler Checks

Subd. 1. Weekend and holiday building check shifts will be made available to custodians to sign up to voluntarily fill a shift at least two calendar months in advance of the available shifts. Unfilled weekend and holiday shifts not yet claimed as of one month prior to the shift will be assigned by the Director of Buildings and Grounds. The assignments will be given to custodians who have worked the fewest weekend and holiday shifts, with ties determined by inverse order of seniority. Employees unable to fulfill their assigned shift shall be responsible for arranging alternate coverage and notifying the Director of Buildings & Grounds of the change in coverage. Coverage changes are subject to the approval of the Director of Buildings & Grounds. The Director of Buildings & Grounds will provide written building check procedures to be followed and completed during assigned shifts.

Subd. 2. Employees shall be compensated at one-and-a-half (1.5) times their regular hourly rate for actual hours worked when performing building checks on a Saturday or Sunday. This rate is exclusive to weekend building checks and shall not be applied to any other shifts or assignments.

Subd. 3. Employees who work a building check shift on a holiday shall be compensated at two (2) times their regular hourly rate for actual hours worked when performing building checks on a holiday, in addition to any full-day holiday pay they are entitled to pursuant to Section 8 of the Agreement.

Subd. 4. Consistent with the terms of this Agreement, overtime will be minimized as much as possible. Weekday schedules will generally be adjusted so that an employee's total workweek, including weekend and holiday building check shifts, will not exceed 40 hours. Employees shall not work more than 40 hours, including weekend/holiday building checks, in the seven-day, Sunday through Saturday workweek, unless express approval is obtained from the Director of Buildings & Grounds for overtime work.

Section 12. Education Support Professionals with a Teaching License

Subd. 1. When an Education Support Professional is required to substitute teach they will be paid the daily rate of pay of an entry-level teacher.

**ARTICLE VIII: PROBATION, LAY-OFF, SENIORITY, AND RECALL**

Section 1. Initial Probationary Period

All employees hired under the provisions of this Agreement shall serve a probationary period of six (6) months of continuous service. During the probationary period, the School District may discharge or otherwise discipline such employee(s) as it deems necessary. The discharge of probationary employees shall be in writing. Probationary employees shall not have recourse to the grievance procedure for discipline or discharge. After satisfactory completion of the probationary period, which will include a formal evaluation, the employee is subject to discipline for just cause only. The probationary period may be extended for three months by mutual written agreement of the School District and the Union.

Section 2. Trial Period - Change of Classification or Pay Grade

In addition to the initial probationary period, an employee transferred or promoted to a different classification or pay grade shall serve a trial period of three (3) calendar months of continuous service. During this three (3) month trial period, if it is determined by the Superintendent and the employee's supervisor that the employee's performance in the new classification or pay grade is unsatisfactory, the School District shall reassign the employee to the former position, if available. If the former position is not available, the layoff process of Section 4 of this Article shall apply.

Section 3. Seniority

Seniority pertains to the employee's length of service with the School District.

Subd. 1. Such seniority begins on the date that an employee begins work for the School District. Seniority continues during the employee's continuous service and ends when the employee is terminated or the employee resigns or retires.

Subd. 2. A seniority list shall be posted annually on or before January 15. Any employee in this unit who disagrees with their position on the seniority list shall submit a correction to the District Office on the form on page 36 within twenty (20) working days from when the seniority list was first posted. An employee shall be given ten (10) working days to submit a correction on the form on page 30 to any amended postings of the seniority list. The president(s) of the NLS ESP unit shall be sent a copy of the seniority list on the day it is posted.

#### Section 4. Layoff

A layoff shall be defined as a reduction of staff or a reduction of work hours of one (1) hour or more per week for employees. The District shall determine, at its sole discretion, which positions or hours will be eliminated and subject to lay off.

Subd. 1. A laid-off employee shall bump into the position of the least senior employee, as long as the District deems the laid-off employee qualified for the position, in the order that follows:

- A. Same pay grade with equal hours per day
- B. Same pay grade with fewer hours per day
- C. Lower pay grade with equal hours per day
- D. Lower pay grade with fewer hours per day
- E. The District, at its sole discretion, shall allow a laid-off employee to bump the least senior person in the same pay grade, or the next lower pay grade if applicable, who works greater hours than the laid-off employee. An employee shall not bump a portion of another position's hours.

Subd. 2. This process shall continue through all lower pay grades. If there is no less senior person who may be bumped, an employee subject to lay off would be placed on lay-off status. An employee subject to lay off may accept lay-off status rather than bumping.

Subd. 3. A laid-off employee bumping into a position in a lower pay grade will receive the rate of pay for that position in the lower pay grade at the same step that they were in their previous position. Laid-off employees placed in a lower pay grade would be placed on a recall list for their former position with the higher pay grade and would be informed when a vacancy in that job position became available.

Subd. 4. Tie-breakers. In the event of a tie between individuals of equal seniority, the individual to be bumped shall be the person who has the lower last four digits of their social security number.

#### Section 5. Notice and Recall

To the extent practical, an employee being laid off shall be given two weeks' notice of layoff. An employee being laid off retains seniority in the bargaining unit for a period of sixteen (16) months. Employees shall be recalled from layoff according to pay grade seniority. Employees shall retain all seniority and leave accrual in the current salary step in effect at the time of layoff. Employees who refuse recall to an equal position (same pay grade and the number of hours) shall relinquish all recall rights. Notice of recall shall be sent to the employee at the employee's last known address by certified mail - return receipt requested. The recalled employee shall notify the Superintendent of the employee's intent to return to work within five (5) days of the date of receipt of the

mailing and shall return to work as directed by the Superintendent or will be considered as resigned. It shall be the responsibility of the employee on layoff status to maintain on file with the Superintendent, the employee's most current address and phone number.

#### Section 6. Postings

When a permanent vacancy occurs for a non-licensed position, the position will be posted on the school district Recruiting and Hiring website and through district email communication to all classified staff.

#### Section 7. Transfers

Subd. 1. An employee requesting a transfer shall submit a request in writing. An employee must meet minimum requirements for the position to which transfer is requested before consideration will be given to the employee. When the qualifications of two or more internal applicants for a job are determined to be equal, the vacancy shall be filled by the applicant with the longest seniority with the School District.

Subd. 2. Transfers originating with the employer shall be in writing to the employee.

Subd. 3. In the event that an employee is transferred into a position with a lesser pay rate, the employee shall be paid at their current rate of pay until the salary schedule catches up to that current rate.

Subd. 4. In the event that an employee is transferred into a position with a higher pay rate, they shall be paid at the higher rate.

### **ARTICLE IX: COMPENSATION**

#### Section 1. General Payroll Information

All employees will be assigned to a payroll base date of July 1 on which wage increases will be based.

Subd. 1. Employees below the wage schedule maximum shall be eligible for a step increase effective July 1 upon meeting a minimum of satisfactory performance on the annual performance evaluation completed by the Supervisor and approved by the Superintendent.

Subd. 2. In order to be eligible for a step increase, an employee must have worked a minimum of three (3) continuous months the previous school year.

Subd. 3. Wage Schedules: Employees covered by this Agreement shall be compensated in accordance with the Salary Appendix attached.

## Section 2. Boiler License

Subd. 1. The boiler license class, test, and mileage will be reimbursed upon successful completion of the class and test.

## Section 3. Uniform Allowance

Full-time Custodial and Food Service personnel, who are required to wear uniforms, will be eligible for an annual uniform allowance of up to \$225.00 to purchase required clothing for work. Part-time Custodial and Food Service personnel will be eligible for an annual uniform allowance of up to \$150.00 to purchase required clothing for work.

## Section 4. Required Class Reimbursement

All new Food Service employees are required to attend the Food Service Sanitation Class offered by the Adult Continuing Education Program at Ridgewater College at the next available class. Employees shall attend this class every three years. Registration fees and hours attended to be paid by the School District.

## Section 5. Severance Pay Formula

Any employee who severs employment with the School District in good standing after fifteen (15) years of continuous full-time service, shall receive severance pay equal to 25% of their accumulated unused number of sick leave days, not to exceed a total of thirty (30) days. Full-time employees employed after July 1, 1995, shall not be eligible for severance pay.

## Section 6. 403(b) Match Plan

Effective July 1, 2003, all full-time employees are eligible to participate in a 403(b) matching program as allowed under [Minnesota Statutes Section 356.24](#).

Subd. 1. Severance Pay Phase-Out: All full-time employees employed after July 1, 1995, shall be eligible to participate only in the School District's 403(b) annuity matching program and the School District shall make matching contributions to such a program in the maximum amount as set forth in Subd. 3 below.

Any full-time employee eligible for severance pay as set forth in Section 5 above and employed prior to July 1, 1995, will continue to be eligible to receive severance pay as set forth therein. Such employees may also participate in the School District's 403(b) annuity matching program. The School District's matching contribution to such a program shall be in the amount as set forth in Subd. 3 below. Upon the employee's separation from employment, the total amount of the School District's matching contribution to the employee's 403(b) annuity account shall be deducted from any severance pay obligation/entitlement under Section 5 above. If the total amount of the School District's matching amount to the employee's 403(b) annuity account is more

than he/she would have received in severance pay under Section 5 above, the employee shall not be entitled to receive any severance pay.

Subd. 2. Employee Match: Eligible employees must elect to participate in the 403(b) annuity matching program pursuant to the annuity plan requirements at the beginning of the school year (September 1). The School District's matching contribution to employees participating in the 403(b) annuity matching program shall be as follows:

Beginning of 3rd	8 hour/day	\$400/year
year +	7.5 hours/day	\$375/year
	7 hour/day	\$350/year
	6.5 hours/day	\$325/year
	6 hour/day	\$300/year

The maximum annual School District contribution for an individual employee is \$400.

1. The maximum career School District contribution for an individual employee is \$8,500 for 2023-2024. Beginning school year 2024-2025, the maximum career School District contribution for an individual employee is \$9,500.
2. The School District will make the foregoing matching contribution to an employee's 403(b) annuity only if the employee's annual contribution is \$200 or more. The School District's matching contribution will be dollar-for-dollar as required under Minnesota Statutes Section 356.24 up to the annual maximum match set forth above, subject to the maximum career School District contribution as set out above. The annual limit in the amount individual employees may contribute to his/her 403(b) annuity account shall be governed by the applicable sections of the Internal Revenue Code and the regulations promulgated thereunder.

Subd. 3. Approved Plans: The School District will make matching contributions only to annuity plans offered by vendors approved by the State Board of Investment and the School District.

Subd. 4. Election: Eligible employees must make an application for participation in the 403(b) annuity matching program by September 1 for that school year. Once an eligible employee elects to participate in the 403(b) annuity matching program, the employee may elect to stop contributing at any point during the year. Once contributions have been stopped, the employee may not elect to begin contributions again during that same school year. The employee may elect to contribute in a subsequent school year and that election must be by September 1 for that school year. An employee's elections regarding participation and/or stopping contributions must be made in writing to the Business Office.

1. Once the election to participate is made, the eligible employee must participate in the 403(b) annuity matching program at the same rate of contribution each month unless the employee elects to stop contributions for that school year.
2. In the event that a participating employee's assignment is reduced from full-time during the school year, the employee may continue participating in the matching program at the same rate of contribution for the remainder of the school year. Thereafter, unless and until the employee's assignment is increased to full-time, he/she will not be eligible to participate in the 403(b) annuity matching program.

Subd. 5. Employees on Leave: Eligible employees on unpaid leave may not participate in the 403(b) annuity matching program while on leave. Eligible employees may elect to reenter the 403(b) annuity matching program upon their return. An eligible employee returning in the middle of the school year may reenter the 403(b) annuity matching program beginning with the next school year.

Subd. 6. Death of Employee Participant: If an employee participant dies before retirement, the employee's 403(b) annuity account shall be given to his/her designated beneficiary, if any, otherwise to his/her estate.

Subd. 7. Applicable Laws: The 403(b) annuity matching program of the School District is subject to the laws of the State of Minnesota, [Minnesota Statute Section 356.24](#), and the [Internal Revenue Code, 26 U.S.C. § 403\(b\)](#).

#### Section 7. Personal Cars

Employees who may be required to use their own vehicles in the performance of their duties shall be reimbursed for all such travel at the rate established by the School District. This section is applicable only for travel authorized and/or approved by the School District.

#### Section 8. Shift Differential

A full-time employee who works 50% or more of the employee's work hours between 6 p.m. and 6 a.m. over the course of the school year will receive a shift differential payment on or about June 30 each year. See Appendix A: Wage Schedule for rate.

#### Section 9. Unscheduled Workday

An employee who works an event on an unscheduled workday shall be paid a minimum of two (2) hours of paid time at their regular rate of pay.



## **ARTICLE X: GROUP INSURANCE**

### Section 1. Selection of Carrier

The School District shall make the selection of the insurance carrier and the policy, subject to the limitations of [Minnesota Statutes Section 471.6161](#).

### Section 2. Establishment of VEBA – Health Reimbursement Arrangement

The School District shall make available a VEBA – Health Reimbursement Arrangement (HRA) Plan and Trust described in summary and available on file in the school district office to all qualified bargaining unit members, as defined in Article III, Section 4 (full-time employees) who exercise their option to enroll in the VEBA coordinated health insurance program offered in Subdivision 3, of this Section. The School District and Educational Support Professionals assent to and ratify the appointment of the trustee and plan administrator for the HRA Plan and Trust identified in the Plan document available on file in the School District office. It is intended that this arrangement constitutes a voluntary employees' beneficiary association under Section 501(c)(9) of the Internal Revenue Code.

Subd. 1. Flexible Spending Account: For those in the HRA, the School District will specify in the Adoption Agreement for the VEBA Plan document, that eligible health expenses will be paid from the FSA first, until an individual's FSA account is exhausted, and from the HRA Plan second. The HRA Plan year will begin and end on the same dates as the health insurance program offered in Subdivision 3 of this Section.

Subd. 2. Payment of Administrative Fee. The following administrative fees shall be paid from the account:

- a. Fees allocable to individual accounts of active educational support professionals who are active participants in the HRA Plan;
- b. Fees allocable to individual accounts of active Educational Support Professionals who have accrued a balance in the HRA Plan but change coverage, so that they are no longer entitled to School District contributions;
- c. Fees associated with the termination of the VEBA Plan and any fees which result if School District Contributions cease by agreement between the parties.

Subd. 3. School District Contributions to the Health Reimbursement Arrangement for Active Educational Support Professionals:

- a. Contributions to the active Educational Support Professionals Plan: The School District will make an annual contribution to individual accounts under the health reimbursement arrangement for qualifying bargaining unit members in the amount of the deductible

dollar figure for either single or family coverage (whichever may be elected by the individual member) under the group health plan described in letter (b).

The contribution will be made on a trimester basis over the HRA/Coordinated Health Plan year (that is, January 1, May 1, and September 1). If a participant in the HRA/Coordinated Health Plan is entitled to receive an annual contribution that is prorated on a trimester basis over the VEBA Plan year, and the participant incurs one or more claims for an eligible health expense that exceeds the participant's account balance in the HRA plan year, and the participant incurs one or more claims for an eligible health expense that exceeds the participant's account balance in the HRA/Coordinated Health Plan, the School District shall, at the participant's request, accelerate its prorated contribution for that year to the extent necessary to reimburse the participant for the claim. The total contribution for such participation shall in no event exceed the contribution to which he or she was originally entitled to for that year.

If a qualified bargaining unit member enters the HRA Plan as a participant on a date after the first day of the HRA Plan year, the School District shall prorate the amount of the School District contribution to reflect the late entry.

All contributions on behalf of an HRA Plan participant shall cease on the date the participant is no longer covered under the VEBA coordinated health plan in letter (b.) below.

- b. HRA Coordinated Health Plan: The School District shall make available an HRA coordinated health plan described in summary and on file in the School District office, to all qualified bargaining unit members (full-time employees) who elect to participate in said plan. With respect to qualifying bargaining unit members, the School District shall contribute an amount not to exceed \$8,692 per annum for the 2023-2024 school year towards the annual premium cost including the HRA Plan and \$8,842 per annum for the 2024-2025 school year towards the annual premium cost including the HRA Plan.

In the event that the deductible provided for in the HRA coordinated health plan is increased, the School District's contribution on behalf of HRA Plan participants shall increase by a dollar amount equal to the increase in the deductible on the effective date of the deductible increase, and decrease the amount

the School District contributes for educational support professionals health insurance by an equal amount so that the total School District contribution per year remains the same.

### Section 3. Establishment of VEBA – High Deductible Health Plan and Health Savings Account

Subd. 1. High Deductible Health Plan (HDHP): Effective January 1, 2011, the School District shall make available a high deductible major medical group health plan that qualifies as a high deductible health plan (“HDHP”) under Section 223 of the Internal Revenue Code (“Code”). The HDHP is described in summary and on file in the School District office to all qualified bargaining unit members.

Subd. 2. Flex Plan: For those in the HSA, the School District will provide a limited purpose FSA as described below in Subdivision 6.

The HSA plan year will begin and end on the same dates as the HDHP offered in Subdivision 4 of this Section.

The HDHP shall be available to all qualified bargaining unit members who elect to participate in said plan. With respect to qualifying bargaining unit members, the School District shall contribute an amount not to exceed \$8,692 towards the premium cost for the 2023-2024 school year and \$8,842 towards the premium cost for the 2024-2025 school year.

Deductibles and out-of-pocket maximums under the HDHP are indexed for inflation and will increase on an annual basis under a predetermined formula.

Subd. 3. Health Savings Accounts: The Employer shall designate a custodian to receive contributions to health savings accounts (“HSAs”), as defined in [Section 223 of the Code](#). Qualified bargaining unit members who enroll in the HDHP, and who are otherwise eligible to contribute to an HSA, may contribute and receive employer contributions to an HSA through the Employer’s cafeteria plan under [Section 125 of the Code](#). The Employer is only required to make or forward contributions to the HSA custodian designated.

The employee's decision to establish an HSA with the custodian selected by the Employer is completely voluntary. The School District may not: (i) limit the ability of employees to move funds to another HSA beyond restrictions imposed by the Code; (ii) impose conditions on the utilization of HSA funds beyond those permitted under the Code; (iii) make or influence the investment decisions with respect to funds contributed to an HSA; (iv) represent that the HSA is part of an employee welfare benefit plan established or maintained by the employer; or (v) receive any payment or compensation in connection with the HSA.

To facilitate the timely establishment of HSAs (and ensure that medical expenses incurred after the Effective Date are eligible for reimbursement), the School District may establish and contribute to HSAs as of the Effective Date for all qualifying bargaining members who enroll in the HDHP and who indicate their intent to participate in the HSA arrangement. No funds shall be distributed from an HSA, however, until employees complete, sign, and return an enrollment application and HSA custodial agreement, and such agreement is approved by the HSA custodian.

The Employer is not responsible for determining an individual's eligibility or continued eligibility to contribute to an HSA.

Subd. 4. Contributions to the HSA Account:

- a. Employer Contributions (if applicable): Employer will make contributions to the HSA of eligible, qualifying bargaining unit members in accordance with the following:

After the premium has been paid, any remaining amount from the District's bargained contribution shall be contributed to the individual's HSA, but will not exceed the HSA contribution limits.

The School District is entitled to rely on any statement by the qualifying bargaining unit members that they are eligible for an HSA. However, the Employer shall not make or forward any contribution to an HSA if the district has actual knowledge that the qualifying bargaining unit members are not eligible to contribute to an HSA.

The contribution will be made monthly on a trimester basis over the plan year (that is January 1, May 1, and September 1).

If a qualifying bargaining unit member is a participant in the HDHP and is entitled to receive annual contributions that are prorated on a trimester basis over the HDHP plan year, and the participant or the participant's spouse or dependent incurs one or more claims for eligible health expenses that exceed the participant's account balance in the HSA and are not covered by other insurance, the district shall, at the participant's request, accelerate its prorated contribution for that year to the extent necessary to reimburse the participant for the claim, but not exceeding the annual contribution described above.

If a qualified bargaining unit member enters the HDHP as a participant on a date after the first day of the HDHP plan year, the

Employer shall prorate the amount of the Employer Contribution to reflect the late entry. If the participant or the participant's spouse or dependent incurs one or more claims for eligible health expenses that exceed the participant's account balance in the HSA and are not covered by other insurance, the Employer shall, at the participant's request, increase its contribution for that year to the extent necessary to reimburse the participant for the claim, but not exceeding the contribution made to similarly situated participants who entered the HDHP on the first day of the HDHP plan year.} All contributions to an individual's HSA shall cease on the date he or she becomes ineligible to receive contributions to an HSA for any reason.

Subd. 5. Payment of Administrative Fee: Administrative fees allocable to individual HSAs of active employees who are participants in the HDHP shall be paid from the HSA. Administrative fees allocable to individual HSAs of active employees who have accrued a balance in their HSAs but are no longer eligible to contribute to the HSA shall be paid from the HSA. Administrative fees allocable to the individual HSAs of former employees shall be paid from the HSA. Administrative fees allocable to HSAs of retirees shall be paid from the HSA. If Employer Contributions cease as a result of collective bargaining or any agreement related thereto, administrative fees shall be paid from the HSA.

Subd. 6. Coordination with other Coverage:

- a. General Rule: No contributions will be made to HSAs of employees who have health coverage other than coverage under a HDHP ("Disqualifying Coverage"). For this purpose, Disqualifying Coverage includes coverage under (1) a general health flexible spending arrangement (a "health FSA") that is part of a cafeteria plan under [Section 125](#) of the Code and that is made available through the Employer or through the employer of a spouse or dependent, (2) coverage under a group health plan that is not an HDHP, including coverage made available through the Employer or through the employer of a spouse or dependent, (3) coverage under a health reimbursement arrangement (an "HRA"), including coverage through the Minnesota Service Cooperative VEBA Plan (the "VEBA"), whether offered through the Employer or through the employer of a spouse or dependent, and coverage under Medicare, Medicaid, TRICARE, CHAMPUS, or any other health plan that is not a HDHP. No contributions will be made to HSAs of individuals who can be claimed as a dependent on a tax return (other than as a spouse).

- b. Coordination with HRA: If a qualifying bargaining member participates in an HRA, and if he or she wishes to enroll in the HDHP and make or receive contributions to an HSA, then prior to the beginning of the HRA plan year, the individual shall elect a coverage option under the HRA that limits payment or reimbursement from the HRA to vision care, dental care, preventive care (as defined in [Code section 223\(c\)](#)) or eligible health expenses incurred after he or she satisfies the applicable minimum deductible for self-only or family coverage described in [Code Section 223\(c\)](#), as adjusted for changes in cost-of-living under [Code Section 223\(g\)](#) (“Limited Purpose Coverage”).
  
- c. Coordination with Health FSA: If a qualifying bargaining member participates in a health FSA of the School District, and if he or she wishes to enroll in the HDHP and make or receive contributions to an HSA, then prior to the beginning of the health FSA plan year, the individual shall decline coverage under the health FSA for the plan year or shall elect Limited Purpose Coverage under the health FSA for that year. If a qualifying bargaining member is covered by a general purpose health FSA with a grace period that extends beyond the last day of the health FSA plan year, and the individual has a positive balance in his or her health FSA on the last day of the health FSA plan year, he or she is not eligible to contribute or receive contributions to an HSA until the first month following the expiration of the grace period.
  
- d. Ordering Rule: If a qualifying bargaining member is enrolled in Limited Purpose Coverage under an FSA, and if the employer so provides in the plan document of an HRA, medical expenses that are eligible for reimbursement under the Limited Purpose Coverage option of the FSA shall be paid from the FSA first, before any amount is payable from the HRA or HSA, until the individual’s health FSA account is exhausted.
  
- e. If Crossover is Elected: If a qualifying bargaining member is enrolled in Limited Purpose Coverage under an HRA, and has exhausted any coverage in his or her health FSA, medical expenses that are eligible for reimbursement from the HRA shall be paid from the HRA (subject to Limited Purpose Coverage) until the individual’s account in the HRA is exhausted; medical expenses that are not eligible for reimbursement from the HRA, including medical expenses that remain after the HRA has been exhausted, shall be reimbursed from the HSA.

#### Section 4. Claims Against the School District

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

#### Section 5. Long-Term Disability Insurance

The School District shall provide access to the district's Long-Term Disability Insurance to the bargaining unit members at their own expense.

### **ARTICLE XI: LEAVES OF ABSENCE**

#### Section 1. Sick Leave

Subd. 1. Full-time employees, as defined in this Agreement, shall be credited at the beginning of their work year with one (1) day of paid time for each month of employment completed each year. A "day" shall mean the normal number of hours that the employee regularly works. Calculations shall be credited in number of hours.

Subd. 2. Part-time employees, as defined in this Agreement, shall be credited at the beginning of the year with seven (7) days of sick leave per year. A "day" shall mean the normal number of hours that the employee regularly works. Calculations shall be credited in number of hours.

Subd. 3. Unused sick leave may accumulate to a maximum of 1,080 hours.

Subd. 4. Sick leave days allowed will be subtracted from the employee's accumulated sick leave.

Subd. 5. Employees shall be credited with any unused portion of their current sick leave as of June 30 of each year.

Subd. 6. After the total sick leave is used, no payment will be made for days missed.

Subd. 7. In the event an absence is more than three (3) consecutive days, the School District may require a doctor's note.

Subd. 8. Any employee having available vacation credit may elect to use vacation credit in lieu of sick leave.

Subd. 9. Holidays occurring within the period that the employee is absent shall not be charged against sick leave.

Subd. 10. Sick leave must be entered into the district's online absence management system prior to the absence and reported to their building administrator or lead supervisor via email, phone call, or text message.

## Section 2. Medical Leave

Employees may be eligible for a medical leave of absence for reasonable periods not to exceed one (1) year. Such medical leaves of absence shall be without pay or fringe benefits unless required by law.

## Section 3. Serious Illness/Bereavement Leave

Subd. 1. Employees may be allowed up to five (5) days of paid leave when their absence from work is required by serious illness or death in the immediate family, subject to the discretionary approval of the Superintendent. The immediate family includes: spouse, children (including step and foster children), parents, siblings, grandparents and grandchildren.

Subd. 2. Leave shall not be limited to five (5) days in any one year but may cover each new situation in the immediate family during the year.

Subd. 3. Leave used shall be deducted from an employee's accumulated sick leave.

Subd. 4. Employees may be allowed paid leave for the time necessary to attend local funeral services of relatives, other than those listed in Subd. 1. above, and/or friends provided that no substitute shall be required, at the discretion of the Superintendent.

Subd. 5. The Superintendent may limit the number of employees released to attend a specific funeral if the absences would impair the operation of school.

## Section 4. Personal Leave

Subd. 1. When it is necessary for an employee to be absent for reasons not included in other provisions of the policies, the leave must be entered into the district's online absence management system prior to the absence and reported to their building administrator or lead supervisor via email, phone call, or text message. Personal leave covers those situations that arise which require the employee's personal attention and which cannot be attended to outside of the employee's working hours.

Subd. 2. A full-time employee may be granted personal leave with the approval of the Superintendent or the Superintendent's designee of not more than two days per year. Personal leave is not cumulative from year to year.



Subd. 3. Employees working more than three and less than six hours per day may be granted personal leave with the approval of the Superintendent of not more than one day per year. Personal leave is not cumulative from year to year.

Subd. 4. Personal leave days used will not be deducted from sick leave.

Subd. 5. An employee who plans to use personal leave day(s) shall notify the Superintendent and their building administrator or lead supervisor as early as possible, but in any event at least three (3) days in advance, except in cases of emergency.

Subd. 6. The financial responsibility for providing a substitute, if required, shall belong to the School District.

Subd. 7. On a snow day, when school is canceled because of inclement weather, an employee may elect to use a personal day if they are unable to travel to work.

Subd. 8. No more than two (2) employees per building may be provided with personal leave on the same day, except for snow days.

#### Section 5. Childcare Leave

Childcare leave shall be granted for the birth of a child or the placement of a child with an employee for adoption or foster case pursuant to this Section, the Family Medical Leave Act and the Minnesota Parental Leave Act.

Subd. 1. An employee shall inform the Superintendent in writing of intention to take childcare leave at least 30 days before commencement of the intended leave, when the need for leave is foreseeable.

Subd. 2. The School District may adjust the proposed beginning or ending date of a childcare leave so that the dates of the leave coincide with a natural break in the school year (i.e., winter vacation, spring vacation, end of the school year). In making a determination concerning the commencement and duration of childcare leave, the School District shall not, in any event, be required to:

- a. Grant any leave more than twelve (12) months in duration.
- b. Permit the employee to return to his or her employment prior to the date designated in the request for child care leave.

Subd. 3. An employee returning from childcare leave shall be re-employed in their original or equivalent position subject to the following conditions:

- a. That the position has not been abolished.

- b. That the employee is physically and mentally capable of performing the duties of such a position.
- c. That the employee returns on the date designated on the request for leave approved by the School Board.

Subd. 4. Failure of the employee to return on or prior to the date determined under this section shall constitute grounds for termination unless the School District and the employee mutually agree to an extension of the leave.

Subd. 5. An employee who returns from childcare leave within the provisions of this section shall retain all previous experience credit, unused leave time accumulated, and accrued employment benefits. The employee shall not continue to accrue additional experience credit leave time or other employment benefits during the period of absence for childcare leave.

Subd. 6. For the duration of the first twelve (12) weeks of childcare leave, the School District shall maintain their contribution toward the employee's health insurance coverage in the School District's group insurance plan. After twelve (12) weeks of leave, the employee shall pay the entire premium for such group insurance coverage.

Subd. 7. Childcare leave shall be without pay.

## Section 6. Jury Duty

Subd. 1. Any employee who is called to serve jury duty shall be provided with paid leave for each day of required jury duty service. The employee shall notify the District Office and the immediate supervisor of the pending absences as soon as possible following notice of jury duty. The employee shall reimburse the School District any per diem paid by the Court for jury duty service, except the employee shall retain any mileage and meal allowance paid by the Court.

Section 7. Vacation

Subd. 1. Full-time employees who work eleven months or more shall earn vacation days according to the schedule below. Vacation shall be granted in the year that it is earned.

<u>Months Employed/Current Year</u>	<u>12</u>	<u>11</u>
<u>Prior Years of Service</u>	<u>Days of Vacation</u>	
0-5	10	10
6-10	12	11
11	13	12
12	14	13
13	15	14
14	16	15
15	17	
16	18	
17	19	
18+	20	

Subd. 2. All regular vacations of five days or more shall be scheduled two weeks or more in advance of the actual vacation and shall be subject to approval by the Supervisor. All vacations of less than five days shall be scheduled at least three days in advance and shall be subject to approval by the Supervisor.

Employees who are eligible for more than ten (10) days of vacation may be required to take vacation in more than one pay period. Vacation leave used on days that school is in session will be granted only by permission of the Superintendent.

Subd. 3. Holidays occurring within the period of vacation leave shall not be charged against vacation leave.

Subd. 4. In determining eligibility for vacation, the year of continuous full-time employment will be computed up to July 1.

Subd. 5. Vacation time will not accrue from one year to the next.

Subd. 6. Employees who have resigned or retired during the school year will earn vacation on a prorated basis.

## Section 8. Holiday Leave

Subd. 1. Full-time employees who work ten months or more will be granted all of the paid holidays listed that fall during their term of employment. Full-time employees who work 9.5 months shall be granted all of the paid holidays that fall during the term of their employment with the exception of President's Day in February.

- a. Independence Day
- b. Labor Day
- c. Thanksgiving Day
- d. Friday after Thanksgiving
- e. Christmas (2 days, December 24 & 25)
- f. New Years (1 ½ days, December 31 and January 1)
- g. Presidents' Day (if school is not in session)
- h. Good Friday
- i. Memorial Day
- j. Juneteenth

Subd. 2. The School Board will have the right to designate the Presidents Day holiday as a "snow make-up" day.

If the School Board designates the Presidents' Day holiday as a "snow make-up" day, the Presidents' Day holiday will then be replaced by one (1) floating holiday provided the employee worked on Presidents' Day. The floating holiday that would be granted to replace the Presidents' Day holiday will only be granted to the employee after the "snow make-up" day has occurred.

Subd. 3. To be eligible for holiday pay, an employee must work a full day on the last scheduled work day immediately preceding the holiday or on the first scheduled work day following the holiday.

Subd. 4. Employees shall perform services on days when the School Board directs that school be conducted including legal holidays.

Subd. 5. All full-time employees hired before September 1, 2018 will be granted Floating Holidays according to the following schedule:

5 years of full-time service	1 floating holiday per year
10 years of full-time service	2 floating holidays per year
15 years of full-time service	3 floating holidays per year

Floating Holidays will be without the qualifications specified in Subd. 3 above. Floating Holidays will be taken on non-student contact days.

Subd. 6. If any paid holidays fall on a Saturday or Sunday, employees may choose to take the preceding Friday or the following Monday as their paid holiday. If any holidays fall consecutively on Saturday and Sunday, employees shall have the option to choose the preceding Thursday and Friday, the preceding Friday and following Monday or the following Monday and Tuesday as their paid holidays. Employees should submit their choice, in writing, to the district when they submit their time card for the period affected.

#### Section 9. Leave Without Pay

Subd. 1. Employees may request to be granted leave without pay by submission of a written request to the Superintendent or the Superintendent's designee of the leave requested. Requests must be submitted at least 30-days in advance when practicable except for cases of an emergency. The granting of such leave will be at the sole discretion of the Superintendent and the denial of a request shall not be grievable pursuant to the collective bargaining agreement. Personal leave and vacation leave must be used before using leave without pay. Restrictions would be limiting the number of staff utilizing this leave except for cases of an emergency.

#### Section 10. Days Worked

Vacation days, approved sick leave and other approved absences covered by leave provisions in this Article shall be counted as days worked.

#### Section 11. Field Trip Supervision

If the Principal of the school of which a participating class or organization is in need of additional supervision, a classified employee may be permitted to supervise that activity at the employee's regular rate of pay.

#### Section 12. Parent Teacher Conference and Child's Presentation

Up to sixty minutes will be allowed for parent-school absences for classified staff. Parent-school absences are defined as those in which the staff person's own child will participate in a presentation or is a subject of a parent-teacher conference. If the presentation or conference is expected to take longer than sixty minutes, other leave should be used (personal leave or vacation leave). Extra-curricular events may not apply. All pre-arranged absences should be approved by the department supervisor. Employees shall make every effort to schedule such events outside the work day.

#### Section 13. Workers' Compensation

Subd. 1. Upon the written request of an employee who is absent from work as a result of compensable injury/illness under the provisions of the Workers' Compensation Act, an employee will continue to receive full wages by supplementing compensation received pursuant to Workers' Compensation with

sick leave accumulated by the employee at the time of the compensable work injury until exhausted.

Subd. 2. A deduction shall be made from the employee's sick leave, accumulated by the employee at the time of the compensable work injury, according to the pro-rata portions of the days that sick leave supplements Workers' Compensation. Such payment shall be paid by the School District to the employee only during the period of disability.

Subd. 3. In no event shall the additional compensation paid to the employee from accumulated sick leave result in the payment of a total weekly rate of compensation that exceeds the average weekly wage of the employee on the date of injury.

Subd. 4. An employee who is absent from work as a result of an injury/illness compensable under the Workers' Compensation Act who elects to receive sick leave pay pursuant to this section shall present a photocopy of the Workers' Compensation check to the School District prior to receiving supplemental payment from the School District for the absence.

## **ARTICLE XII: GRIEVANCE PROCEDURE**

### Section 1. Grievance Definition

A "grievance" shall mean an allegation by an employee or exclusive representative resulting in a dispute or disagreement between the employee or the exclusive representative and the School District as to the interpretation or application of the terms and conditions contained in this Agreement.

### Section 2. Representative

The employee, the 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 on the party's behalf.

### Section 3. Definitions and Interpretations

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

Subd. 2. Days: Any reference to days shall mean working days. A working day is defined as 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 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 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, or twenty (20) days after the employee, through reasonable diligence, should have had knowledge of the occurrence that gave rise to the grievance. 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. An effort shall first be made to adjust an alleged grievance informally between the employee and the School District's designee.

#### Section 5. Adjustment to Grievance

The School District and the employee or the exclusive representatives shall attempt to adjust all grievances which may arise during the course of employment within the School District in the following manner:

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

Subd. 2. Level II: In the event the grievance is not resolved in Level I, the decision rendered may be appealed to the Superintendent, provided such appeal is made in writing within five (5) days after receipt of the decision in Level I. If a grievance is properly appealed to the Superintendent, the Superintendent 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 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 fifteen (15) days after receipt of the appeal. Within fifteen (15) 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 its 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 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 or exclusive representative may appeal it to the next level.

#### Section 8. Arbitration Procedures

In the event that the employee or exclusive representative 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 aggrieved party, and such requests must be filed with the Superintendent within ten (10) days following the decision in Level III of the grievance procedure.

Subd. 2. Selection of Arbitrator: Upon the proper submission of a grievance under the terms of this procedure, the parties shall, within ten (10) days after the request to arbitrate, attempt to agree upon the selection of an arbitrator. If no agreement on an arbitrator is reached, either party may request the BMS to submit a list of five (5) arbitrators pursuant to PELRA providing such request is made within twenty (20) days after the request for arbitration. The parties shall alternately strike names from the list of five (5) names until only one name remains, and the remaining name shall be designated arbitrator. The determination of which party will commence the striking process shall be made by a mutual agreement or flip of a coin. Failure to agree upon an arbitrator or the failure to request an arbitrator from the BMS within the time periods provided herein shall constitute a waiver of the grievance.

Subd. 3. Hearing: The grievance shall be heard by a single arbitrator and both parties may be represented as they may choose and designate. The parties shall have the right to a hearing at which time both parties will have the opportunity to submit evidence, offer testimony, and make oral or written arguments relating to the issues before the arbitrator. The proceeding before the arbitrator shall be a hearing de novo.



Subd. 4. Decision: Unless otherwise agreed by the parties, the decision by the arbitrator shall be rendered within 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 to the limitations of arbitration decisions as provided in PELRA. The arbitrator shall issue a written decision and order including findings of fact which shall be based upon substantial and competent evidence presented at the hearing. All witnesses shall be sworn upon oath by the arbitrator.

Subd. 5. Expenses: Each party shall bear its own expenses in connection with arbitration including expenses relating to the party's representatives, witnesses, and any other expenses which the party incurs in connection with presenting its case in arbitration. A transcript or recording shall be made of the hearing at the request of the party. The fees and expenses of the arbitrator shall be borne equally by the parties. The parties shall share equally the cost of both the transcript or recording if requested by both parties, and any other expenses which the parties mutually agree are necessary for the conduct of arbitration. However, the party ordering a copy of such a transcript shall pay for such a copy.

Subd. 6. 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. The arbitrator shall not 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. The arbitrator shall not have jurisdiction over 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 shall give due consideration to the statutory rights and obligations of the School District to efficiently manage and conduct its operation within the legal limitations surrounding the financing of such operations.

#### Section 9. Election of Remedies and Waiver

A party instituting any action, proceeding or complaint in a federal or state court, or before an administrative tribunal, federal agency, state agency, or seeking relief through any statutory process for which relief may be granted, the subject matter of which may constitute a grievance under this Agreement, shall immediately thereupon waive any and all rights to pursue a grievance under this Article. Upon instituting a proceeding in another forum as outlined 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. Except

with respect to statutes under the jurisdiction of the United States Equal Employment Opportunity Commission, an Employee pursuing a statutory remedy is not precluded from also pursuing an appeal under this grievance procedure. If a court of competent jurisdiction rules contrary to the Board of Governors or if the Board of Governors is judicially or legislatively overruled, the italicized portion of this section shall be deleted.

## **ARTICLE XIII: DURATION**

### Section 1. Term and Reopening Negotiations

This Agreement shall remain in full force and effect for a period commencing July 1, 2023 through June 30, 2025 and thereafter until modifications are made pursuant to PELRA. If either party desires to modify or amend this Agreement, it shall give written notice of such intent no later than April 1, 2025. Unless mutually agreed, the parties shall not commence negotiations more than one hundred twenty (120) days prior to the expiration of this Agreement. Retroactive pay shall be granted to July 1, 2023 for all current employees employed as of the date of School Board approval of this 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 the terms and conditions of employment supersede any and all prior agreements, resolutions, practices, School District policies and rules and regulations concerning terms and conditions of employment inconsistent with these provisions.

### Section 3. Finality

Any matters relating to the current Agreement term, whether or not referred to in this Agreement, shall not be open for negotiation during the term of the Agreement without the mutual agreement of the parties.

### 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 provisions thereof.


**SIGNATURE PAGE**

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

**NEW LONDON-SPICER EDUCATIONAL SUPPORT PROFESSIONALS**


  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Secretary

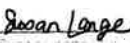
  
\_\_\_\_\_  
Chief Negotiator

Dated this 10 day of June, 2024

**INDEPENDENT SCHOOL DISTRICT NO. 0345**

  
\_\_\_\_\_  
Board Chairperson

  
\_\_\_\_\_  
Clerk

  
\_\_\_\_\_  
Chief Negotiator

Dated this 10 day of June, 2024

**APPENDIX A WAGE SCHEDULES**

**NEW LONDON-SPICER  
ESP - WAGE SCHEDULE**

<p align="center"><b>Longevity</b>  <i>The longevity pay amount is not cumulative.</i>  <i>For example, when an employee moves from year 10 to year 11, the employee would receive a total longevity amount of \$0.75 per hour.</i></p>		
<p align="center">Floating Holidays are sunsetted for employees hired after 09/01/2018. Additional amount added to wage, beginning with:</p>		
	Amount Added	Total Longevity
Year 3	\$0.25	\$0.25
Year 6	\$0.25	\$0.50
Year 11	\$0.25	\$0.75
Year 16	\$0.25	\$1.00
Year 21	\$0.25	\$1.25
Year 26	\$0.50	\$1.75
Year 31	\$0.25	\$2.00
Year 36	\$0.25	\$2.25
<p><b>This additional amount on Year 3 does not apply to 12-month employees who receive a \$2.00 increase when they start their third year. The 12-month employees will only receive \$2.00 and not \$2.25 when they start their third year.</b>  <b>In Year 6, the 12-month employee will begin to receive the additional amounts on this chart. He/she will be eligible for \$2.50 total longevity at the beginning of Year 6, \$2.75 total longevity at the beginning of Year 11, \$3.00 total longevity at the beginning of Year 16, etc.</b></p>		

**Existing Staff Hired Prior to 7/1/2023:**

**Year 1 Increase: \$1.00 per Hour for staff with hire date prior to 7/1/2023**

**Year 2 Increase: \$.40 per Hour for staff with hire date prior to 7/1/2024**

**Hiring Wages**

<b>Custodial</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Contract Additions</b>
Housekeeper <i>Class 2</i>	\$16.62	\$16.82	
Custodian <i>Class 3</i>	\$17.39	\$17.59	12-month employees only, additional \$2.00/hour starting 3rd year of service
Lead Custodian <i>Class 4</i>	\$18.56	\$18.76	12-month employees only, additional \$2.00/hour starting 3rd year of service
Special Engineer Boiler License			\$0.10/hr increase
1st Class Boiler License			\$1.00/hr increase
Chief Boiler License			\$1.00/hr increase
Shift Differential			\$500.00/year

<b>Secretarial</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Contract Additions</b>
Secretary (9.5 months) <i>Class 5</i>	\$18.92	\$19.12	
Activities/Comm. Ed./Recreation Administrative Assistant (12 months) <i>Class 5</i>	\$18.92	\$19.12	12-month employees only, additional \$2.00/hour starting 3rd-year of service
Administrative Assistant to the Principal (11 months) <i>Class 6</i>	\$19.32	\$19.52	

<b>Food Service</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Contract Additions</b>
Dishwasher <i>Class 1</i>	\$16.16	\$16.36	
Cook (no Certifications/not manager) <i>Class 3</i>	\$17.39	\$17.59	Food Service Safe Serve Certifications: Additional pay of \$1.10 per hour
Lunch Clerk <i>Class 3</i>	\$17.39	\$17.59	
Lead Cook <i>Class 4</i>	\$18.56	\$18.76	Food Service Safe Serve Certifications: Additional override of \$1.10 per hour
Lead Lunch Clerk <i>Class 4</i>	\$18.56	\$18.76	
Food Services Account/Clerk <i>Class 5</i>	\$18.92	\$19.12	

<b>Paraprofessionals/Clerks/Aides</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Contract Additions</b>
Copy Room Clerk <i>Class 1</i>	\$16.16	\$16.36	
Mail Clerk <i>Class 1</i>	\$16.16	\$16.36	
Transportation Aide <i>Class 1</i>	\$16.16	\$16.36	
Paraprofessionals (all, excluding Bilingual) <i>Class 3</i>	\$17.39	\$17.59	CPI certified \$.10 in Year 1. CPI certified \$.20 in Year 2. Must provide CPI certification card to the district office annually to receive additional pay.
Bilingual Paraprofessional <i>Class 4</i>	\$18.56	\$18.76	

<b>Nursing Staff</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Contract Additions</b>
Licensed Practical Nurse/Certified Medical Assistant <i>Class 5</i>	\$18.92	\$19.12	Additional pay of \$1.00/hour, contingent on using the LPN licensure for the position.

<b>Technology</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Contract Additions</b>
Computer Lab Tech <i>Class 3</i>	\$17.39	\$17.59	12-month employees only, additional \$2.00/hour starting 3rd year of service
District Tech Assistant <i>Class 5</i>	\$18.92	\$19.12	12-month employees only, additional \$2.00/hour starting 3rd year of service
Media/Information Technology Assistant <i>Class 5</i>	\$18.92	\$19.12	12-month employees only, additional \$2.00/hour starting 3rd year of service
Technology Technician <i>Class 5</i>	\$18.92	\$19.12	Additional \$5.00/hour override contingent on using the bachelor's degree and/or certification for the position. 12-month employees only, additional \$2.00/hour starting 3rd year of service

## SENIORITY LIST CORRECTION FORM

I, \_\_\_\_\_, believe that my placement on the School  
(Name of Employee)

District Seniority List, which was posted on \_\_\_\_\_, is incorrect  
(Date)

for the following reason:

\_\_\_\_\_ 1. Incorrect start date.

\_\_\_\_\_ 2. Incorrect pay grade.

\_\_\_\_\_ 3. Other

\_\_\_\_\_  
\_\_\_\_\_

Signature of Employee: \_\_\_\_\_

Date: \_\_\_\_\_

Forward this form to the District Office within twenty days of first posting of the Seniority List and within ten days of amended posting of the Seniority List, if any, in accordance with Agreement, Article VIII, Section 3, Subd 2.