

AGREEMENT

between

MARTIN COUNTY WEST ISD #2448

and

EDUCATION MINNESOTA MARTIN COUNTY WEST CLERICAL
EDUCATION SUPPORT PROFESSIONALS

July 1, 2024 through June, 30 2026

TABLE OF CONTENTS

ARTICLE 1 - PURPOSE3
ARTICLE 2 - RECOGNITION3
ARTICLE 3 - DEFINITIONS3
ARTICLE 4 - SCHOOL BOARD RIGHTS3
ARTICLE 5 - EXCLUSIVE REPRESENTATIVE RIGHTS4
ARTICLE 6 - HOURS OF WORK5
ARTICLE 7 - WAGES6
ARTICLE 8 - INSURANCE6
ARTICLE 9 - 403(B) MATCH PLAN7
ARTICLE 10 - Paid Time Off (PTO)7
ARTICLE 11 - VACANCIES AND TRANSFERS8
ARTICLE 12 - LAY OFFS, RECALL, SENIORITY9
ARTICLE 13 - EDUCATIONAL PARTICIPATION10
ARTICLE 14 - DISCIPLINE AND DISCHARGE10
ARTICLE 15 - GRIEVANCE PROCEDURE10
ARTICLE 16 - NON-DISCRIMINATION13
ARTICLE 17 - UNFAIR LABOR PRACTICES13
ARTICLE 18 - SAVINGS CLAUSE14
ARTICLE 19 - DURATION OF AGREEMENT14
LETTER OF AGREEMENT15
WAGE SCHEDULE16

ARTICLE I - PURPOSE

Section 1. Parties: This agreement, entered into between Independent School District No. 2448, Sherburn, Minnesota, hereinafter referred to as the School District, and the Education Minnesota Martin County West Clerical Educational Support Professionals, hereinafter referred to as the Exclusive Representative, pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, as amended, hereinafter referred to as the P.E.L.R.A., to provide the terms and conditions of employment for paraprofessional employees during the duration of this agreement.

Section 2. Purpose. The Employer and the Union recognize the need to promote orderly and constructive relationships and that unresolved disputes between the Employer and its employees are injurious to the public as well as the parties involved - therefore, this Agreement has as its purpose the promotion of harmonious relationships between the parties; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work and other conditions of employment.

ARTICLE II - RECOGNITION

Section 1. Recognition: In accordance with the P.E.L.R.A., the School District recognizes the Education Minnesota Martin County West Clerical Educational Support Professionals as the exclusive representative for those classified as clerical staff and employed by the School District, which exclusive representative shall have those rights and duties as prescribed by the P.E.L.R.A., of 1971, and as described in the provisions of this agreement.

Section 2. Appropriate Unit: The exclusive representative shall represent all clerical support personnel employed by the School District excluding all confidential employees, as contained in the Certification of the Exclusive Representative order by the Commissioner of the Bureau of Mediation Services in case number 23PCE0515.

ARTICLE III - DEFINITIONS

Section 1. Terms and Conditions of Employment: Shall mean the hours of employment, the compensation therefore, including fringe benefits and the employer's personnel policies affecting the working conditions of the employees.

Section 2. Description of Appropriate Units: For purposes of this agreement, public employees within the meaning of Minn. Stat. 179A.03, subd. 14, excluding supervisors and confidential employees shall be considered Clerical support personnel employed by the Independent School District No. 2448, Sherburn, Minnesota, whose employment service exceeds the less of fourteen (14) hours per week or thirty-five (35) percent of the normal work week and more than sixty-seven (67) work days per year.

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

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

ARTICLE IV- SCHOOL BOARD RIGHTS

Section 1. Inherent Managerial Rights. The exclusive representative recognizes that the School Board is not required to meet and negotiate on matters of inherent managerial policy, which includes, 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, 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, directive and others, 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 the Agreement and recognizes that the School Board, all employees covered by the Agreement and all provisions of the 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 board rights and duties shall not be deemed to exclude other inherent management rights and management functions not expressly delegated in this Agreement are reserved to the School Board.

ARTICLE V - EXCLUSIVE REPRESENTATIVE RIGHTS

Section 1. Paramount Importance. The parties mutually recognize that their first obligation is to the public and that the right of students and residents of the School District to the continuous and uninterrupted operation of the school is of paramount importance.

Section 2. Job Descriptions. The School District will promulgate job descriptions for each classification, and prior to modification, will meet and confer with the exclusive representative.

Section 3. Right to Views. Nothing contained in this Agreement shall be construed to limit, impair or affect the right of any employee or his/her representative to the expression or communication of a view, grievance complaint or opinion on any matter related to the conditions or compensation of public employment or their betterment, so long as the same is not designed and does not interfere with the full, faithful and proper performance of the duties of employment or circumvent the rights of the exclusive representative; nor shall it be construed to require any public employee to perform labor or service against his/her will.

Section 4. Right to Join. Employees shall have the right to form and join labor or employee organizations and shall have the right not to form and join such organizations. Employees in an appropriate unit shall have the right by secret ballot to designate an exclusive representative for the purpose of negotiating grievance procedures and the terms and conditions of employment for employees of such unit with the School District.

Section 5. Exclusive Representative Leave:

Subd. 1. Statutory Leave: Pursuant to M.S. 179A.07, subd. 6, the School District shall afford reasonable time off to elected officers or appointed representatives of the exclusive representative for the purpose of conducting the duties of the exclusive representative and shall, upon request, provide for leaves of absence to elected or appointed officials of the exclusive representative.

Subd. 2. Other Leave: Whenever it is necessary for elected or appointed officials of the Exclusive Representative to be absent during a duty day to attend to business of the Exclusive Representative, the School District shall provide time off with pay, up to a maximum of eight (8) hours per year.

Section 6. Contract Administration: The Exclusive Representative shall be permitted to transact necessary business for the maintenance of this Agreement with the School District administration on school property and at a reasonable times, provided that this shall not interfere with or interrupt normal school operations.

Section 7. Employee List. The Employer shall advise the Union office in writing of the names, addresses, telephone number, social security numbers, classifications, starting dates, birth dates and insurance coverage (single or

dependent) of all employees added to this bargaining unit. The Union office shall be notified in writing upon the effective date of termination. The list will be transmitted no later than one (1) week following the payroll period in which the change occurs.

Section 8. Dues Check off. The Employer shall deduct monthly membership dues from the earnings of those employees who authorize such deduction in writing. The Union shall submit such authorizations and certify the amounts to be deducted at least seven (7) days prior to the end of the payroll period for which the deductions are to be effective and the deductions shall continue in effect until canceled in writing by the employee. The aggregate deductions of all employees, together with a list of the names of the employees from whom deductions were made, shall be remitted to the Union office within ten (10) days after such deductions are made. Employees who work less than twelve (12) months per year shall have twelve (12) months dues deducted in equal amounts during the months for which they appear on the payroll. Deductions for initiation fees, dues and assessments shall commence thirty-one (31) days from the date of employment.

Section 9. Indemnity. The Union agrees to indemnify and hold the employer harmless against any and all claims, suits, orders, or judgments brought or issued against the employer as a result of any action taken or not taken as a result of a request of the Union under the provisions of Sections 8 and 9 of this Article.

ARTICLE VI - HOURS OF WORK

Section 1. Basic Work Week/Year. The parties acknowledge that the majority of employees work a nontraditional duty week and year. Accordingly, the duty week and duty year shall be as prescribed by the School District based upon the needs of the School District.

Section 2. Overtime. All work performed in excess of the forty (40) hours per week shall be computed at the regular time and one-half rate. No overtime will be paid unless it has been specifically preapproved, except in cases when preapproval is not practical, by one of the school administrators.

Section 3. Compensatory Time. Employees will be allowed to accumulate up to sixteen (16) hours compensatory time. An employee will earn compensatory time at 1½ hours for each hour worked, time to be taken or paid by June 30th each year. The employee must obtain written preapproval from one of the school administrators prior to earning compensatory time.

Section 4. Part-time Employees and Substitutes. Part-time and substitute office personnel employees may work when their services are needed at the discretion of and with administration approval. Part-time office personnel employees may decline additional hours.

Section 5. Working Hours. Working hours shall be determined by the school administration.

Section 6. Restriction. No employee shall work or perform services for any other business or employer during his/her regular work hours.

Section 7. Double Time. Double time for non-school activity shall be paid with the amount of time assigned by the Superintendent.

ARTICLE VII - WAGES

Section 1. Wage Schedule

Subd. 1. 2024-2026 Contract Years

A. The basic wages and salaries shall be as set forth in the Wage Schedule, attached hereto and made a

part of this Agreement, for the period July 1, 2024 through June 30, 2026. A new wage schedule was developed for July 1, 2024 through June 30, 2026. On the new Schedule, all employees remain on the same step. Though no individuals advance a step all individuals receive an increase of 3.5%/hour in year 1, and a 2%/hour increase in year 2.

Subd. 2. Initial Placement. New employees will be placed on the wage schedule as agreed between the employee and the School District.

Subd. 4. Pay Changes. An employee changing positions and thereby going from a higher grade to a lower grade, shall be placed on the new grade at the same step as occupied in the previous grade. An employee going to a higher grade will be placed on the new grade at the lowest step providing a pay rate higher than the previous grade.

Subd. 5. When an employee is assigned in writing by the Superintendent, or the Superintendent's designee, to a higher classification, such employee will be paid the higher rate retroactive to the first day in such higher classification.

Section 2. Successor Agreement. In the event a successor agreement is not entered into prior to July 1, 2026, an employee shall remain at the same step as compensated for during the 2025-2026 contract year until a successor agreement is reached. The School District reserves the right to withhold a salary increase in individual cases for just cause.

Section 3. Snow Days.

- A. Any scheduled school day when school is canceled due to snow, employees will be paid and do not need to report to work. When school is dismissed early, employees will be paid and may leave after school is closed and after checking with the Building Principal. However, in the event that any lost days for the academic year are made up by the School District, employees will perform services without further compensation to the extent that they received pay for the canceled time. Any scheduled days when school is canceled due to snow and employees report to work before being notified, employees will be able to bank any hours worked up to eight (8) hours. Banked hours must be used by the end of fiscal year.
- B. E-learning language for Clerical Staff. Staff will have three options for work on E-learning days:
 - 1. They may report to work as stated in Subdivision 1.
 - 2. They may work from home as approved by their building principal.
 - 3. They may choose to take PTO.

Section 4. Jury Service. An employee who serves on jury duty shall be granted the day or days as stipulated by the court to discharge this responsibility without any salary deduction or benefit loss. An employee summoned to serve as a juror or called for prospective jury service shall receive their daily rate of pay less the amount provided as compensation for service as a juror.

Copies of jury duty payments shall be submitted to the Central Office at the end of the jury duty service period.

Section 5. Worker's Compensation. An employee injured on the job and collecting Worker's Compensation insurance, may draw sick leave and receive full salary from the School District. The salary to be reduced by an amount equal to the Insurance payments and only that fraction of the days not covered by insurance will be deducted from accrued sick leave.

ARTICLE VIII- INSURANCE

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

Section 2. Medical-Hospitalization Insurance.

Subd. 1. Single Coverage. The School District's contribution for medical- hospitalization insurance for the 2024-2025 contract year shall be a sum not to exceed \$7,860 per year (\$655.00 per month) toward the cost of the premium for year one of the medical-hospitalization plan, and \$8,220 per year (\$685 per month) for the 2025-2026 school year for individual coverage for each eligible employee employed by the School District who qualifies for and is enrolled in the School District group medical- hospitalization plan.

Subd. 3. Consumer Directed Health Plan (CDHP). The School District will offer a CDHP effective September 1, 2012. Employees enrolled in the CDHP with the Employer contribution specified in Article 7, Section 2, Subdivisions 1 and 2, will be eligible to contribute to an HSA plan. The administration of HSA plan will be at the cost of the School District.

Section 3. Duration of Insurance Contribution. An employee is eligible for School District contributions as provided in this Article, as long as the person is employed by the School District. Upon termination of employment, all board participation shall cease effective on the last working day unless otherwise stipulated in this Agreement. Persons who are on leave without pay must bear the full cost of any group insurance that they have elected to carry.

Section 4. Early Retirement. Effective July 1, 1992, a bargaining unit member who retires, is at least 55 years of age, and has at least fifteen (15) years of employment with the School District, shall be eligible to remain in the existing group health and hospitalization insurance program. Such employees will be eligible for single and/or family coverage at the employee's expense. Eligibility shall commence upon early retirement and request from the former employee and continue until the end of the month in which the employee receives Medicare.

ARTICLE IX- 403 (B) MATCH PLAN

Section 1. 403 (b) Match Plan: Effective July 1, 2008, all employees employed by the School District are eligible to participate in a 403(b) match tax sheltered annuity plan as allowed under Minnesota Statute 356.24.

Subd. 1. Employees must meet the following criteria to be eligible for a pro-rated 403(b) match. The employee must have worked at least one (1) year in the School District. Such employee shall only be eligible to participate in the district's 403(b) tax sheltered annuity-matching program and the School District shall make matching contributions to such a program in the maximum amount set forth in subdivision 2. below.

Subd. 2. Employees Match: Employees must elect to participate in the 403(b) annuity-matching program pursuant to the plan of his/her choice at the beginning of the plan year. The School District's matching contribution shall be \$600.00 per year starting in the 2024-2025 school year.

ARTICLE X - PAID TIME OFF (PTO)

Section 1. Definition. At the beginning of each school year employees shall be credited with one hundred and sixty (160) hours of PTO to be used as the individual chooses as long as the request meets the guidelines set forth in this article. All 160 hours of PTO must be used before accumulated leave can be accessed. The maximum accumulated leave is one hundred thirty-five (135) days. Accumulated leave may only be used pursuant to M.S. 181.9445 et. Seq.

Subd. 1. Employees who experience an illness, injury or family medical leave that results in an absence for more than three (3) consecutive contract days may be asked to present documentation pursuant to M.S. 181.9447, Subd. 3.

Subd. 2 When any employee is absent on sick leave which will be compensated for by Worker's Compensation supplied by the School District, then the employee's pay, for sick leave days used as provided in this Article will supplement the Worker's Compensation pay only to the extent of the employee's regular daily wage.

Section 2. Application. PTO shall be approved only upon submission of a request entered into the School District's electronic leave system with final approval by the building principal. PTO requests are to be made prior to the requested day but not before August 1 of each fiscal year, except in case of an emergency.

Section 3. Increments of Use. Employees may request to use PTO in increments of one (1) hour. Actual time absent from work during a single contract day shall be rounded up to the nearest increment as listed above.

Section 4. Use of Accumulated Leave. Use of accumulated leave shall be allowed by the School District when an employee's absence is for reasons described in M.S. 181.9445 et. Seq., and the employee has already used 160 hours of PTO in the fiscal year. The School District may require an employee to complete and return the Family and Medical Leave Act application and return to work forms from a healthcare care provider when applicable. If applicable, the School District will require an employee on FMLA to use accumulated leave concurrently.

Section 5. Unused Leave and Accumulated Leave Over 135 Days. Unused PTO hours shall be credited to the employee's accumulated leave up to a maximum of 135 days. The total number of accumulated leave days shall not be more than 135 days at the beginning of a new fiscal year.

Section 6. Discouraged Uses. The use of PTO is at the discretion of the employee. However, employees are discouraged from using PTO, on fall workshop days, parent-teacher conference days, the first or last student contact weeks of the school year, or the day before or after holidays or break except in an unavoidable emergency.

Section 7. Eligibility. To be eligible for the benefits of this article, an employee must be employed at least eighty (80) hours per year. Employees employed less than 80 hours per year are not eligible for the benefits of this section. Part-time employees will receive PTO hours proportional to their regular working schedule but no less than eighty (80) hours of leave per year.

ARTICLE XI-VACANCIES AND TRANSFERS

Section 1. Assignment and Transfer. The school system reserves the authority to rotate or assign employees to various work stations within the same shift when it serves the best of the office personnel employees and educational mission.

Section 2. Posting of Vacancies. All permanent vacancies in full-time positions will be posted internally for a ten (10) day period. A permanent vacancy is defined as one anticipated to last more than twelve (12) calendar months. A temporary vacancy is defined as one anticipated to last less than twelve (12) calendar months. A position may be filled temporarily pending completion of posting and application procedures.

Section 3. Bulletin Board. Job openings will be posted on a bulletin board located at each of the work sites in the work areas. A copy will also be sent to the Union.

Section 4. Application for Vacancies. All employees under this Agreement may submit application in writing for any vacancy, which is posted pursuant to this Article.

Section 5. Frequency of Movement. Any employee successfully bidding on and subsequently serving in an opening, must remain in that position for the remainder of the school year in which the movement took place, unless an exception is made by the School District.

Section 6. Application of Seniority. Seniority will apply in the filling of vacancies provided an employee has the abilities and qualifications to perform the duties and responsibilities of the position except in those positions involving a promotion which shall be filled as provided in Section 7 herein. For purposes of this Section, a promotion is defined as any position involving a higher pay grade than other positions covered by this Agreement or involving new or different skills than required in the employee's previous assignment.

Section 7. Promotion Positions.

Subd. 1. In filling positions involving a promotion as defined in Section 6 above, the position shall be filled by the School District with the best qualified candidate as determined by the School District. In making its determination the School District shall consider the employee's qualifications and skills for the position as well as the length of service with the School District along with other relevant factors.

Subd. 2. If, in review of application, the School District is going to recommend that the job be awarded to a junior employee, the exclusive representative's agent shall be notified in advance of awarding the job and shall have the opportunity to discuss the matter with the responsible administrator. The decision of the responsible administrator may be appealed to the Superintendent within the provisions of the grievance procedure and a review may be sought with the School Board. However, if there is no agreement, the decision of the Superintendent or the School Board shall be final and binding and the parties agree that such decision shall not be subject to the arbitration clause.

Section 8. Outside Applicants. The School District reserves the right to fill any position with an outside applicant if no internal candidates apply or if internal candidates do not have the needed qualifications as described in the posting or skills for the position, after expiration of the posting period as provided in Section 2 hereof.

Section 9. Administrative Transfers. The School District reserves the right to transfer personnel as conditions may require. Seniority and posting shall not apply in an administrative transfer involving two permanent employees. Transfers of this nature will be discussed with the exclusive representative's agent prior to final disposition.

ARTICLE X I I - LAY OFFS, RECALL, SENIORITY

Section 1. Lay Off. Employees may be laid off at any time upon the recommendation of the Superintendent of Schools, or at the discretion of the Board of Education.

Section 2. Seniority. For the purpose of this Article, all office personnel shall have seniority commensurate with their first employment date involving continuous service in the School District. In the event more than one employee was hired on the same date, the tie will be broken by the toss of a coin. The tie breaker shall be witnessed by the School District and the Union.

Section 3. Order of Layoff. Employees shall be laid off within classification in inverse order of seniority (last hired, first laid off).

Section 4. Order of Recall. Employees will be recalled in inverse order in which laid off within classification (last laid off, first recalled).

Section 5. Termination of Seniority. Seniority rights shall terminate upon resignation or termination of an employee pursuant to this Agreement or after sixteen (16) consecutive months of lay off.

Section 6. Seniority List. The School District will publish a seniority list and post it at all work locations, at least annually, and furnish a copy to the Union. Any employee challenging their seniority date may file a grievance within the time periods as provided within the grievance procedure, Article 15. The seniority date as published by the School District shall be deemed final and conclusive unless the employee files and processes a timely grievance after publication of the seniority list.

Section 7. Other Applications of Seniority. Seniority shall also apply within classification in vacation preference, shift preference, or work location unless special qualifications are needed.

Section 8. Lay Off. In the event of layoff, an employee in a higher classification may bump the most junior employee

in a lower classification. However, a lower classification employee may not exercise bumping rights into a higher classification.

ARTICLE XIII - EDUCATIONAL PARTICIPATION

Section 1. The School District agrees to encourage bargaining unit members to obtain training in areas related to the duties of this bargaining unit. When the School District sponsors and/or offers educational and/or training opportunities all bargaining unit members will be notified and given the opportunity to be considered for participating. The School District shall have the sole right to determine the number of bargaining unit members to be released from scheduled work time for in-service.

Section 2. Car Expense and Career Development.

Subd. 1. When possible, the School District will provide a school vehicle to meetings and activities. If a vehicle is not available, the School District shall reimburse the employee for mileage at accepted School District rates.

Subd. 2. The School District agrees to provide upon application by the employee and advance acceptance by the Superintendent, the necessary funds for attendance at meetings or training related to the individual's position.

Subd. 3. Meal Costs. The School District agrees to reimburse meal costs up to the current IRS rate for meal reimbursement, with receipt, for support personnel attending meetings, workshops, or events relating to the individual's position or assignment.

ARTICLE XIV - DISCIPLINE AND DISCHARGE

Section 1. Probationary Period. An employee under the provisions of this Agreement shall serve a probationary period of twelve (12) calendar months, commencing the first day of work, during which time the School District shall have the unqualified right to suspend without pay or discharge; and during this probationary period, the employee shall have no recourse to the grievance procedure, however, a probationary employee shall have the right to bring a grievance on any other provision of the contract alleged to have been violated.

Section 2. Hearing Rights. In the event of discharge of a permanent employee, he/she will be given two (2) weeks' notice by the School District, except in cases where due cause may justify immediate separation. The employee or his/her representative shall be entitled to a hearing before the School Board. The employee shall give the School District at least two (2) weeks' notice before he/she terminates his/her job.

Section 3. Forms of Discipline. All employees who work in excess of one (1) year shall be regarded as permanent employees and may be disciplined for just cause only:

Discipline will be in the form of:

- A. Oral reprimand
- B. Written reprimand
- C. Suspension without pay
- D. Discharge

The parties agree with the concept of progressive discipline, but any of the above forms of discipline may be used with any problem deemed serious enough.

ARTICLE XV - GRIEVANCE PROCEDURE

Section 1. Grievance Definition. A "Grievance" shall mean an allegation by an employee resulting in a dispute or disagreement between the employee and the School Board as to the interpretation or application of terms and

conditions of employment insofar as such matters are contained in this Agreement.

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

Section 3. Definitions.

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

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

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

Subd. 4. Filing and Postmark. The filing or service of any notice or document herein shall be timely if it bears a dated postmark of the United States mail within the time period.

Section 4. Time Limitation and Waiver. Grievances shall not be valid for consideration unless the grievance is submitted in writing to the School Board's designee, setting forth the facts and the specific provisions of the agreement allegedly violated and the particular relief sought within twenty (20) days after the date the event giving rise to the grievance occurred.

Failure to file any grievance from one level to another within time periods hereinafter 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 Board's designee.

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

Subd. 1. Level 1. If the grievance is not resolved through informal discussion, the School Board 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 2. In the event the grievance is not resolved in Level 1, the decision rendered may be appealed to the Superintendent of Schools, provided such appeal is made in writing ten (10) days after receipt of the decision in Level 1. If a grievance is properly appealed to the Superintendent, the Superintendent or his designee shall set a time to meet regarding the grievance within fifteen (15) days after receipt of the appeal. Within ten (10) days after meeting, the Superintendent or his designee shall issue a decision in writing to the parties involved.

Subd. 3. Level 3. In the event the grievance is not resolved in Level 2, the decision rendered may be appealed to the School Board, provided such appeal is made in writing ten (10) days after receipt of the decision in Level 2. If a grievance is properly appealed to the School Board, the School Board shall set a time to hear the grievance within twenty (20) days after receipt of the appeal. Within twenty (20) days after the meeting, the School Board shall issue its decision in writing to the parties involved. At the option of the School Board, a committee or representative(s) of the Board may be designated by the Board to

hear the appeal at this level and report its findings and recommendations to the School Board. The School Board shall then render its decision.

Section 6. School Board Review. The School Board reserves the right to review any decision issued under Level 1 or Level 2 of this procedure provided the School Board or its representative notify 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 may appeal it to the next level.

Section 8. Arbitration Procedures. In the event that the employee and the School Board are unable to resolve any grievance, the grievance may be submitted to arbitration as defined herein:

Subd. 1. Request. A request to submit a grievance to arbitration must be in writing signed by the aggrieved party and such request must be filed in the office of the Superintendent within thirty (30) days following the decision in Level 3 of the grievance procedure.

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

Subd. 3. Selection of Arbitrator. Upon the proper submission of a grievance under the terms of this procedure, the parties 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 Director, Bureau of Mediation Services (BMS), State of Minnesota, to furnish a list of five (5) prospective arbitrators, provided such request is made within twenty (20) days after request for arbitration. The request shall ask that the appointment be made within thirty (30) days after the receipt of said request. From this list, each party shall, in turn, strike one (1) name until one (1) name remains, and the last remaining individual shall be designated as the arbitrator. The grieving party shall strike first. 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 grievance.

Subd. 4. Submission of Grievance Information.

A. Upon appointment of the arbitrator, the appealing party shall within five (5) days after notice of appointment forward to the arbitrator, with a copy to the School Board, the submission of the grievance which shall include the following:

1. The issues involved.
2. Statement of the facts.
3. Position of the grievant.
4. The written documents relating to Section 5, Article 15 of the grievance procedure.

B. The School Board may make a similar submission of information relating to the grievance either before or at the time of the hearing.

Subd. 5. Hearing. The grievance shall be heard by a single arbitrator and both parties may be represented by such person or persons as they may choose and designate, and the parties shall have the right to a hearing at which time both parties will have the opportunity to submit evidence, offer testimony, and make oral written arguments relating to the issues before the arbitrator. The proceeding before the

arbitrator shall be a hearing de nova.

Subd. 6. Decision. 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 him shall be final and binding upon the parties, subject, however, to the limitations of arbitration decisions as provided in the P.E.L.R.A. of 1971.

Subd. 7. Expenses. Each party shall bear its own expenses in connection with arbitration including expenses relating to the party's representatives, witnesses and any other expenses which the party incurs in connection with presenting its case in arbitration. A transcript or recording shall be made of the hearing at the request of either party. The parties shall share equally food and expenses of the arbitrator, the cost of the transcript or recording if requested by either or both parties, and any other expense which the parties mutually agree are necessary for the conduct of the arbitration.

Subd. 8. Jurisdiction. The arbitrator shall have jurisdiction over disputes or disagreements relating to grievances properly before the arbitrator pursuant to the terms of this procedure. The jurisdiction of the arbitrator shall not extend to proposed changes in terms and conditions of employment as defined herein and contained in this written Agreement; nor shall an arbitrator have jurisdiction over any grievance which has not been submitted to arbitration in compliance with the terms of the grievance and arbitration procedure as outlined herein; nor shall the jurisdiction of the arbitrator extend to matters of inherent managerial policy, which shall include but are not limited to such areas of discretion or policy as the functions and programs of the employer, it's overall budget, utilization of technology, the organizational structure, and selection and direction and number of personnel. In considering any issue in dispute, in its order the arbitrator shall give due consideration to the statutory rights and obligations of the Public School Boards to efficiently manage and conduct its operation within the legal limitations surrounding the financing of such operation.

ARTICLE X V I - NON-DISCRIMINATION

Section 1. Employer. The Employer agrees that the provisions of this Agreement shall be applied equally to all employees in each bargaining unit without discrimination as to age, sex, marital status, race, color, creed, disability, national origin or political affiliation. The Employer agrees not to interfere with the rights of employees to become members of the Union and there shall be no discrimination, interference, restraint or coercion by the Employer or an Employer representative against any employee because of Union membership or non-membership or because of any employee activity in an official capacity on behalf of the Union, which is in accordance with the provisions of this Agreement.

Section 2. Union. The Union agrees that the provisions of this Agreement shall be applied equally to all employees in each bargaining unit without discrimination as to age, sex, marital status, race, color, creed, disability, national origin or political affiliation. The Union accepts its responsibility as exclusive bargaining representative and agrees to represent all employees in the unit without discrimination, interference, restraint or coercion because of membership or non-membership in the Union.

ARTICLE X V I I - UNFAIR LABOR PRACTICES

Section 1. Unfair Labor Practice. The Employer and the Union recognize that the Minnesota Public Employees Labor Relations Act (P.E.L.R.A.) in 179.68 list specific activities that the Employer and the Union may not engage in. The Employer and the Union in the interest of serving the public agree not to encourage or participate in any activities, which are listed in 179.68 as Unfair Labor Practices.

Section 2. Complaint. The parties recognize that unfair labor practices jurisdiction is vested in the court pursuant to Minn. Stat. § 179A.13. Therefore, any alleged violation shall be within the jurisdiction as provided by Minnesota law and shall not be subject to the grievance procedure of this Agreement.

ARTICLE XVIII - SAVINGS CLAUSE

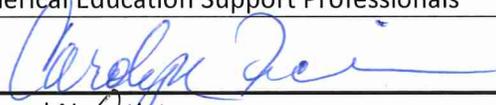
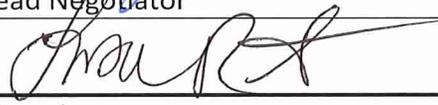
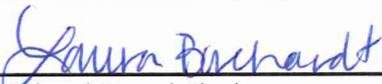
The Union and Employer recognize that all provisions of this Agreement are subject to laws of the State of Minnesota. Should any Article, Section or portion thereof of this Agreement be held unlawful and unenforceable, such decision shall apply only to the specific Article, Section or portion thereof directly specified in the decision and all other valid provisions shall remain in full force and effect.

ARTICLE XIX - DURATION

Section 1. Duration. The terms and provisions of this Agreement shall take effect for the work year beginning July 1, 2024 through June 30, 2026, and shall continue from the latter date, and year to year thereafter unless terminated as follows: Either party may terminate this Agreement or request amendments thereto by giving the other party sixty (60) days written notice prior to termination of this contract.

Section 2. Reopening. This Agreement may be reopened for the purpose of negotiating changes fifteen (15) days prior to July 1, 2026. The party requesting to open this Agreement under this provision may do so by requesting said opening in writing thirty (30) days prior to July 1, 2026.

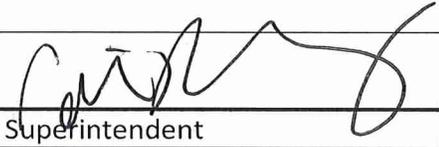
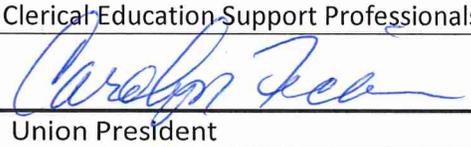
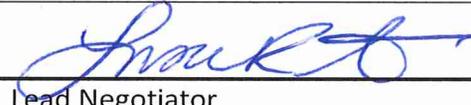
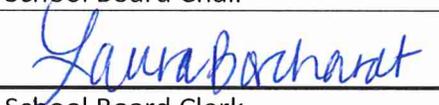
IN WITNESS WHEREOF, the parties have executed this Agreement as follows:

For: Martin County West #2448	For: Education Minnesota Martin County West Clerical Education Support Professionals
	
Superintendent	Lead Negotiator
	
School Board Chair	Negotiator
	
School Board Clerk	
Date: 12/10/24	Date: 12-10-24

LETTER OF AGREEMENT

Martin County West ISO #2448, hereinafter referred to as the Employer, and the Martin County West Education Support Professional Clerical, hereinafter referred to as the Union, agree to the following:

1. The School District and the Union are parties to collective bargaining agreements covering the period July 1, 2024 through June 30, 2026.
2. The parties have agreed to the following for the time period of July 1, 2024 through June 30, 2026, at which time the agreed to sunsets. The School District will pay the flexible benefit amount of forty-eight dollars (\$48.00) per year per employee during the existence of these collective bargaining agreements.

For: Martin County West #2448	For: Education Minnesota Martin County West Clerical Education Support Professionals
 Superintendent	 Union President
 School Board Chair	 Lead Negotiator
 School Board Clerk	
Date: 12-17-2024	Date: 12-10-24

2024-2026 Wage Schedule

Step	2023-2024	2024-2025	2025-2026
1	\$16.16	\$16.73	\$17.06
2	\$16.44	\$17.02	\$17.36
3	\$16.72	\$17.31	\$17.65
4	\$17.00	\$17.60	\$17.95
5	\$17.28	\$17.88	\$18.24
6	\$17.56	\$18.17	\$18.54
7	\$17.84	\$18.46	\$18.83
8	\$18.12	\$18.75	\$19.13
9	\$18.40	\$19.04	\$19.42
10	\$18.68	\$19.33	\$19.72
11	\$18.96	\$19.62	\$20.02
12	\$19.24	\$19.91	\$20.31
13	\$19.52	\$20.20	\$20.61
14	\$19.80	\$20.49	\$20.90
15	\$20.08	\$20.78	\$21.20
16	\$20.36	\$21.07	\$21.49
17	\$20.64	\$21.36	\$21.79
18	\$20.92	\$21.65	\$22.09
19	\$21.20	\$21.94	\$22.38
20	\$21.48	\$22.23	\$22.68
21	\$21.76	\$22.52	\$22.97

For the school years of 2024-2025 and 2025-2026, employees will remain at their current step.