AGREEMENT

with

INDEPENDENT SCHOOL DISTRICT NO. 831
Forest Lake, Minnesota

and

MINNESOTA TEAMSTERS PUBLIC AND LAW ENFORCEMENT
EMPLOYEES UNION LOCAL 320

representing

MECHANICAL PERSONNEL OF DISTRICT NO. 831

Effective July 1, 2024 through June 30, 2026

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AGREEMENT

ARTICLE I

PURPOSE

Section 1. Parties: THIS AGREEMENT is entered into between the School District of Independent School District No. 831, Forest Lake, Minnesota (hereinafter referred to as the School Board or School District) and the Minnesota Teamsters Public and Law Enforcement Employees Union Local 320 (hereinafter referred to as the Exclusive Representative or Union), pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, as amended (hereinafter referred to as the PELRA.) to provide the terms and conditions of employment for mechanical personnel during the duration of this Agreement.

ARTICLE II

RECOGNITION OF EXCLUSIVE REPRESENTATIVE

Section 1. Recognition: In accordance with the PELRA, the School Board recognizes the Minnesota Teamsters Public & Law Enforcement Employees Union Local No. 320, as the exclusive representative for mechanical personnel employed by the School District, which exclusive representative shall have those rights and duties as prescribed by the PELRA and as described in the provisions of this Agreement.

Section 2. Appropriate Unit: The exclusive representative shall represent all such employees of the School District contained in the appropriate unit as defined in Article III, Section 2, of this Agreement and the PELRA, and in certification by the Director of Mediation Services.

ARTICLE III

DEFINITIONS

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

Section 2. Description of Appropriate Unit: For purposes of this Agreement, the appropriate unit shall mean all persons employed by the School District as lead mechanic, mechanics and mechanic's helper, but excluding the following: confidential employees, supervisory employees, essential employees, part-time employees whose services do not exceed fourteen (14) hours per week or thirty-five percent (35%) of the work week in the employee bargaining unit, employees who hold positions of a temporary or seasonal character for a period not in excess of 67 working days in any calendar year and emergency employees.

Section 3. School Board or School District: Any reference in this Agreement to the School Board or School District shall mean the School Board or its officials designated by the School Board to act on its behalf.

Section 4. PELRA: PELRA shall mean the Public Employment Labor Relations Act of 1971, as amended.

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

ARTICLE IV

SCHOOL BOARD RIGHTS

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

Section 2. Management Responsibilities: The exclusive representative recognizes the right and obligation of the School District 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 District and shall be governed by the laws of the State of Minnesota, and by School Board rules, regulations, directives, and orders, issued by properly designated officials of the School District. The exclusive representative also recognizes the right, obligation, and duty of the School District and its duly designated officials to promulgate rules, regulations, directives, and orders from time to time as deemed necessary by the School District insofar as such rules, regulations, directives, and orders are not inconsistent with the terms of this Agreement, and recognizes that the School District, all employees covered by this Agreement, and all provisions of this Agreement are subject to the laws of the State. Any provision of this Agreement found to be in violation of any such laws, rules, regulations, directives or orders shall be null and void and without force and effect.

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

ARTICLE V

UNION ACTIVITIES

Section 1. Steward: The Union may designate a job steward within the employee unit to handle Union business and shall furnish his/her name to the School District in writing within five (5) days after election.

Section 2. Prohibition: No steward or any other member of the Union shall be empowered to call any strike, work stoppage or cessation of employment of any kind whatsoever.

Section 3. Bulletin Board: The School District shall provide a suitable bulletin board in a conspicuous place for posting of information of interest to Union members and others.

ARTICLE VI

HOURS OF SERVICE

Section 1. Full-Time Employees: A regular work week for full-time employees shall consist of five (5) days and eight (8) hours per day. However, in the event of an order by authorized Federal or State authority, or other exigency, the School District may modify the duty day or duty week as appropriate, but with the understanding that the total number of hours shall not be increased, i.e., a four (4) day week with increased hours per day, but the total weekly hours not more than the regular five (5) day week.

Section 2. Part-Time Employees: The School District reserves the right to employ such part-time personnel as deemed necessary.

Section 3. Starting Time: Starting times shall be determined by the Shop Foreman.

Section 4. Shifts: Shift assignments for employees will be determined by seniority within classification and scheduled by the Shop Foreman. Two weeks' notice shall be given before changes whenever practicable, except for normal, temporary, seasonal adjustments, or emergencies.

Section 5. Duties: It will be the responsibility of the School District to clearly state the duties of the employees and post any and all changes that they desire, provided such duties are consistent with this Agreement and the general duties of each classification.

Section 6. Breaks: Employees shall be entitled to a fifteen (15) minute break during each four (4) hour period worked.

ARTICLE VII

CHECKOFF

Section 1. Union Dues: The School District agrees to deduct initiation fees, monthly dues, and uniform assessments from the wages of its employees who have been duly certified as members of the Union, upon receipt of individually signed authorization cards as provided herein. The amount of said initiation fee and said dues shall be given to the School District by the Union in writing. The Union agrees to furnish the School District with a list of the names of the employees from whom these deductions shall be

made. The Union agrees to furnish the School District with the names of the employees as they become members of this Union.

Section 2. Authorization Cards: All deductions made hereunder shall be deducted from the last paycheck of each month of those employees who have filed with the School District an individually signed authorization card.

Section 3. Deduction: The School District, upon receipt of the list of names herein referred to, agrees that deductions shall be made as provided herein. In the case where an employee has no check coming on the regular deduction date, the deduction will be made on the next check of such employee.

Section 4. Union Responsibility: The Union agrees that the list of names furnished to the School District for deductions in accordance with this Article will be true and correct at all times and will defend, indemnify and save the School District harmless from any claim made upon and suits instituted against the School District arising out of the deductions provided for in this Article and payment made thereof by the School District to the Union.

Section 5. Political Action Committee: Upon receipt of a properly executed voluntary authorization card from an employee, the District will deduct from the employee's salary such amounts as the employee authorizes to pay to NATIONAL TEAMSTERS' DRIVE.

ARTICLE VIII

PAY PERIOD

Section 1. Pay Days: The pay period for all employees shall end at 12:00 o'clock midnight Friday and every two (2) weeks thereafter. Each employee will be paid by automatic deposit on Friday and will continue every other Friday thereafter.
Section 2. Time Cards: Time cards for employees must be turned in at the office on or before 11:00 o'clock a.m. on Monday after the close of the week.

ARTICLE IX

RATES OF PAY

Section 1. Effective Date: The wages reflected in Appendix A shall be a part of this Agreement.

Section 2. Overtime Pay: Overtime required and authorized by the School District shall be paid at the rate of time and one-half (1-1/2) for all compensated hours over forty (40) hours in the week.

Section 3. Call Back Pay:

Subd. 1. The minimum time on an authorized call back shall be two (2) hours at time and one-half (1-1/2). Authorized call-backs shall be those authorized or approved by the Shop Foreman.

Subd. 2. An employee shall be entitled to call back pay when the employee is required to return to work after he/she has been released from his/her regular duties after working a full regular shift or when an employee, working a regular forty (40) hour week, is required to report on his/her day off, or at any time not continuous with his/her regularly assigned shift.

ARTICLE X

GROUP 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 shall pay the premium for single medical-hospitalization insurance for all full-time employees employed by the School District who qualify for and are enrolled in the plan.

Subd. 2. Dependent Coverage: The school district shall contribute a sum not to exceed the amounts indicated below per month toward the premium for

dependent medical-hospitalization insurance for all full-time employees employed by the school district who qualify for and are enrolled in the medical-hospitalization plan. The cost of the premium not contributed by the School District shall be borne by the employee and paid by payroll deduction.

Effective July 1, 2024: $820.00 per month
Effective July 1, 2025: $920.00 per month

Section 3. Life Insurance: The School District shall provide each eligible full-time employee under these provisions with a $50,000 term life insurance policy. The cost of this insurance shall be borne by the School District.

Section 4. Long-Term Disability Insurance: The School District will provide a long-term disability insurance plan covering full-time employees. The plan shall include provision for payment of 2/3 of the employee's base pay, with a 60 calendar day waiting period before benefits begin. The cost of the program shall be borne by the employee and paid by payroll deduction.

Section 5. Dental Insurance: The School District shall pay the premium for single dental insurance for each eligible employee.

Section 6. Claims Against the School District: The parties agree that any description of insurance benefits contained in this Article is intended to be informational only ,and the eligibility of any employee for benefits shall be governed by the terms of the insurance policy purchased by the School District pursuant to this Article. It is further understood that the School District's only obligation is to purchase an insurance policy and pay such amounts as agreed to herein, and no claim shall be made against the School District as a result of a denial of insurance benefits by an insurance carrier.

Section 7. Duration of Insurance Contribution: An employee is eligible for School District contributions as provided in this Article as long as the employee is employed by the School District. Upon termination of employment, all School District contributions shall cease effective on the last working day. However, a terminating employee shall be eligible for participation in such insurance programs as required by law, M.S. 62A.16-62A.17, at his/her own expense for a period as required by said statute.

Section 8. Eligibility: Except as provided herein, this Article shall apply to employees who are regularly employed at least 175 days per year and twenty-five (25) hours per week on a regular assignment and shall not apply to employees employed less than 175 days per year and twenty-five (25) hours per week.

Section 9. Continued Coverage: An employee shall be eligible to continue participation in the School District group hospitalization-major medical insurance plan, if permitted by the terms of the policy with the insurance carrier, by paying the entire premium for such insurance under the following circumstances:

Subd. 1. The employee retires pursuant to Article XVI or Article XVII of this Agreement.

Subd 2. The employee retires prior to age 65, but is not eligible for the retirement provisions of Article XVI or Article XVII, but is at least fifty-five (55) years of age, and has completed at least ten (10) years of continuous service in the School District.

Subd. 3. In the event an employee either resigns or is terminated because they are medically unable to perform their duties, and the employee has completed at least five (5) years of continuous service in the School District.

Subd. 4. The employee is on layoff.

It is the responsibility of the employee to make arrangements with the School Business Office to pay to the School District the monthly premium amounts in advance and on such date as determined by the School District. The employee's right to continue participation in such group insurance, however, shall discontinue upon the employee reaching the age of 65. The right to participation pursuant to this Section shall not be retroactive in application.

ARTICLE XI

LEAVES OF ABSENCE

Section 1. Sick Leave:

Subd. 1. Eligible employees shall accrue one (1) day of sick leave for each month worked or paid. Each leave may be accumulated up to a total of 200 days [eight (8) hours per day]. Sick leave may be used pursuant to the provisions of this Article.

Subd. 2. Sick leave pay for illness will be allowed whenever the employee's absence has been due to illness which prevented his/her performance of assigned duties on that day or days. Sick leave up to five (5) days per year may also be used for the serious illness involving the employee's spouse or parent. Sick leave may also be used for serious illness of an employee's child who is under 18 years of age or under 20 years of age and is still attending a secondary school. The specific amount of leave allowed under that section shall be within the discretion of the Superintendent.

Subd. 3. Wages will be paid for sick leave in accordance with the regular salary of the employee on such leave.

Subd. 4. All employees shall be notified one (1) week prior to the end of the school year how many days of sick leave each has accumulated.

Subd. 5. Employees who are absent from work for reasons of illness for more than three (3) days must present a doctor's statement of illness upon return in order to be paid sick leave, if requested by the Administration. The Administration may require a doctor's statement of illness for absences of any duration if the employee is so notified by the School District.

Subd. 6. An employee may utilize available sick leave, subject to the provisions of this Section and Section 5 hereof, for periods of disability relating to pregnancy, miscarriage, abortion, or childbirth. Such an employee shall notify the Director of Business Services in writing no later than the end of the sixth month of pregnancy, indicating her intention to utilize sick leave, and also at such time shall provide a physician's statement indicating the estimated date of delivery of the child and estimated time of confinement.

Section 2. Bereavement Leave:

Subd. 1. In the case of death in the immediate family (immediate family shall mean the employee's spouse, child, brother, sister, parent, parent-in-law, or son/daughter-in-law), up to five (5) days will be allowed per death without deduction in pay.

Subd. 2. In the case of death in the close family (close family shall mean the employee's brother-in-law, sister-in-law, grandchildren, and grandparent,) up to two (2) days will be allowed per death without deduction in pay.

Subd. 3. Days granted under this Section shall not be deducted from sick leave. The particular amount of leave permitted under this Section shall be at the discretion of the Director of Business Services, depending upon the circumstances surrounding the death.

Section 3. Unpaid Leave of Absence:

Subd. 1. An employee may request a leave of absence without pay if agreeable to and upon the consent of the School District. Such requests shall be submitted to the appropriate supervisor, who shall forward such requests to the Director of Business Services.

Subd. 2. A standard form shall be provided by the School District entitled "Classified Personnel Bereavement-Medical-Unpaid Leave Form." Any employee desiring a leave of absence of more than one (1) week shall fill out such form. The above shall not be necessary when such leave is part of and so stated in this Policy. Any employee who receives a personal leave of absence must return at the specified date in the leave of absence or forfeit his/her seniority.

Subd. 3. The maximum leave of absence shall be ninety (90) calendar days. Extensions may be granted in the sole discretion of the School District for similar periods.

Section 4. Child Care Leave:

Subd. 1. An employee shall be granted a child care leave of absence according to the procedures outlined in this Section. This leave shall be granted to one (1) parent of a newborn child, provided such parent is caring for the child on a full-time basis.

Subd. 2. A pregnant employee shall notify the Director of Business Services in writing no later than the end of the sixth month of pregnancy, and, also at such time, provide a physician's statement indicating the estimated date of delivery of the child. The employee shall submit a written request to the Director of Business Services for child care leave, including commencement date and return date. Once a child care leave commences pursuant to this Section, an employee shall not be eligible for sick leave pursuant to Section 1 hereof.

Subd. 3. The effective beginning date of such leave and its duration, or resignation if the employee so elects, shall be determined by the Director of Business Services and submitted to the School District for its action. In recommending the date of commencement and duration of the leave or the effective date of the resignation, the Director of Business Services shall review each case on its individual merits, taking into consideration the following:

1. The desires of the employee.
2. The specific employment duties of the employee involved.
3. The health and welfare of the employee or unborn child.
4. The recommendation of the employee's physician.
5. Any other relevant criteria.

Subd. 4. In making a determination under Subd. 3., concerning the commencement and duration of a child care leave of absence, or resignation if the employee elects to resign, the School Board may, but shall not, in any event be required to:

1. Grant any leave more than twelve (12) months in duration.

2. Permit the employee to return to his/her employment prior to the date designated in the request for a child care leave, unless by mutual agreement of the employee and the School District.

Subd. 5. If the employee complies with all provisions of this Section and a child care leave is granted by the School District, the School District shall notify the employee in writing of its action.

Subd. 6. An employee returning from child care leave shall be re-employed in a position for which he/she is qualified, commensurate with a position occupied prior to the leave, subject to the following conditions:

1. That the position has not been abolished.
2. That she is not physically or mentally disabled from performing the duties of such position.

Subd. 7. Failure of the employee to return pursuant to the date determined in this Section shall constitute grounds for termination in the School District.

Subd. 8. The parties agree that periods of time for which the employee is on child care leave shall not be counted in determining the completion of the probationary period.

Subd. 9. The parties further agree that any child care leave of absence granted under this Section shall be a leave without pay.

Section 5. Adoption Leave:

Subd. 1. Adoption leave shall be granted by the School District pursuant to applicable provisions of Section 4 and this Section.

Subd. 2. Upon learning of the date of adoption, the employee shall submit a written application for adoption leave to the School District.

Section 6. Jury Duty Leave: Leave of absence for jury duty will be granted by the School District for jury duty service, and an employee will receive his/her regular rate of pay but must assign to the School District such compensation as he/she receives for serving on jury duty leave (excluding expense allowance).

Section 7. Medical Leave:

Subd. 1. A full-time employee who has completed his/her probationary period and who is unable to work because of illness or injury, and has exhausted all sick leave credit available, shall, upon request, be granted a medical leave of absence, without pay, up to six (6) months. The School District may, in its discretion, renew such a leave.

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

Subd. 3. An employee who fails to comply with the provisions of this Section or who fails to seek a medical leave as provided in this Section shall be terminated by the School District. If an employee is not granted a renewal of a medical leave of absence, at the discretion of the School District, such employee's employment may be terminated.

Section 8. Insurance Application:

Subd. 1. An employee shall be eligible for insurance contributions as provided in Article XI of this Agreement during any month that the employee provides regular service at least one (1) day during the month, or during any month that such employee is paid sick leave pursuant to Section 1 of this Article.

Subd. 2. An employee shall not be eligible for School District contributions for insurance programs as outlined in Article XI of this Agreement during any of the following:

a. Any month in which the employee does not receive pay for actual service rendered.

b. Any month in which the employee is absent due to any illness but not entitled to sick leave pursuant to Section I of this Article, except that the long-term disability insurance coverage will be paid for by the School District for the duration of the waiting period.

c. After an employee has received compensatory pay under Workers' Compensation for a period of six (6) full months, whether or not supplemented by sick leave, except that the coverage will be paid for by the School District while the employee is on Worker's Compensation and additionally for the duration of the long-term disability waiting period, upon discontinuance the Worker's Compensation compensatory pay.

d. Any month in which the employee is receiving long-term disability insurance benefits for the entire month.

Subd. 3. An employee being compensated pursuant to Subd. 2. hereof, may, however, continue to participate in group insurance plans if permitted under the insurance policy provisions, but shall pay the entire premium for such programs as he/she wishes to retain during such period of employment to make arrangements with the School Business Office to pay to the School District the monthly premium amounts in advance and on such date as determined by the School District. The right to continue participation in such group insurance programs, however, will discontinue upon termination of employment.

Section 9. Accrued Benefits - Unpaid Leaves: An employee on an unpaid leave pursuant to this Article shall retain such amounts of experience credit for pay purposes and other accrued benefits, if any, which he/she had accrued at the time he/she went on leave for use upon his/her return.

Section 10. Accrued Benefits - Paid Leaves: An employee on sick leave and/or Worker's Compensation shall be eligible for holiday pay and shall be entitled to normal accruals for sick leave and vacation during any month in which the employee actually performs services. However, an employee shall not be eligible for holiday pay or accrual of sick leave or vacation during any month in which the employee does not perform services because of absence on paid sick leave or during the entire month the employee is being compensated by Worker's Compensation or long-term disability insurance.

Section 11. Seniority: For purposes of seniority standing, an employee on leave pursuant to this Article shall continue to accrue seniority during such leaves of absence.

Section 12. Eligibility: This Article shall apply to employees who are regularly employed at least 175 days per year and twenty-five (25) hours per week on a regular assignment and shall not apply to employees employed less than 175 days per year and twenty-five (25) hours per week.

ARTICLE XII

HOLIDAYS

Section 1. Paid Holidays: Full-time employees shall be granted thirteen (13) paid holidays as follows:

1. New Year's Day
2. Memorial Day
3. Juneteenth
4. Fourth of July
5. Labor Day
6. Thanksgiving Day
7. Day after Thanksgiving
8. Christmas Eve Day
9. Christmas Day
10. New Year's Eve Day
11. Floating Holiday
12. Floating Holiday
13. Floating Holiday

Section 2. Holiday Schedule: The holiday schedule will be posted in advance for the coming school year.

Section 3. Weekends: Holidays that fall on weekends will be observed on a day established by the Board of Education.

Section 4. Use of Floating Holiday: The floating holiday may be scheduled on such date as requested by the employee, subject to approval by the Shop Foreman, depending upon the needs of the service.

Section 5. School in Session: The School District reserves the right if school is in session, to cancel any of the above holidays and establish another holiday in lieu thereof. Any legal holiday which falls within an employee's vacation period shall not be counted as a vacation day.

Section 6. Eligibility: In order to be eligible for holiday pay, an employee must have worked his/her regular workday before and after the holiday unless he/she is on paid sick leave, holiday pay, vacation, or on compensatory time under Worker's Compensation.

> Subd. 1. Employees on an unpaid leave of absence shall not be eligible for holiday pay.

Section 7. Application: This Article shall apply only to employees who are regularly employed on a twelve (12) month basis and forty (40) hour week and shall not apply to part-time employees.

ARTICLE XIII

VACATIONS

Section 1. Eligibility: This Article shall apply to employees who are regularly employed on a twelve (12) month basis and forty (40) hour week on a regular assignment and shall not apply to part-time employees.

Section 2. Accrual: Each employee employed on a twelve (12) month basis shall be eligible for vacation according to the following schedule:

After 1 year of service on July 1	2 weeks
After 5 years of service on July 1	2 weeks plus one day
After 6 years of service on July 1	2 weeks plus two days
After 7 years of service on July 1	2 weeks plus three days
After 8 years of service on July 1	2 weeks plus four days
After 9 years of service on July 1	3 weeks
After 15 years of service on July 1	4 weeks

A new employee, during his/her first year of service, shall accrue vacation at the rate of 5/6 of a day for each full month of service in the School District and may take such accrued vacation as of July 1 pursuant to scheduling rules.

Section 3. Payment: Payment for vacation purposes shall be based on payment received for a forty (40) hour week and prorated accordingly. Vacation pay will be made to the employee on his/her last working day prior to vacation, provided scheduled vacation is at least ten (10) continuous work days and the employee has requested such payment in writing at least twenty (20) calendar days in advance of the pay date.

Section 4. Scheduling: Employees have the right to schedule vacations with the foreman's approval.

Section 5. Accrued Vacation: Accrued vacation days normally shall be taken on or before June 30 of each year. However, an employee shall be permitted to carry over a maximum of thirty (30) vacation days to the next year.

Section 6. Application: Any employee who may be covered under this Agreement must be actively employed as of July 1st of each year in order to be eligible for vacation pay.

Section 7. Termination: An employee who has completed at least one (1) year of service shall be entitled to receive the pro rata pay for unused vacation time provided such employee provides the School District with at least two (2) weeks' notice of his/her resignation time.

ARTICLE XIV

SENIORITY

Section 1. Application: The parties recognize the principle of seniority in the application of this Agreement within classifications concerning reduction or increase in force, preference of shift assignment, and assignment of vacation period.

Section 2. Roster: The School District shall supply the Union, by October of each school year, a correct seniority roster and, once a month, thereafter, submit to the Union any additions or deletions.

Section 3. Form: A standard form entitled "Resignation" shall be provided by the School District, which shall be filled out properly whenever an employee terminates his/her seniority.

Section 4. Layoff: An employee shall lose his/her seniority upon written resignation, discharge for cause, failure to report after recal,l or continuous layoff of two (2) years.

ARTICLE XV

PHYSICAL EXAMS

Section 1. New Employees: The School District may require that a new employee obtain a physical examination prior to employment from a physician designated by the School District. The School District will reimburse the cost of the physical examination in an amount not to exceed $50.00 (fifty dollars) at the conclusion of the probationary period.

Section 2. Application: A physical examination may be required more often upon demand by the School District. Such extra examination shall be paid for by the School District, demanding it of any employee. In the event an employee is disqualified from working by a physical examination, which is paid for by the School District, and the employee seeks a physical examination to re-qualify, such physical examination shall be paid for by the employee. The School District reserves the right to select the doctor or clinic.

ARTICLE XVI

MATCHING 403B PLAN

Section 1. Application: Eligible employees who are employed by the School District and are participating in the School District's 403B Plan will be eligible to receive a matching annual contribution by the School District pursuant to M.S. 356.24, according to the provisions contained in this Article and the School District 403B Plan documents. The School District will match the amount of the employee's annual contribution as determined by the following schedule and increments to be set by the plan documents:

Years of Service in School District: Amount of Matching Annual Contribution Mechanics (B-24)

1-10	$1,250.00
11-20	$1,750.00
21 and thereafter	$2,000.00

Section 2. Years of Service: "Years of Service" shall mean years of employment in the School District. Years of Service shall be measured as of the employee's employment date.

Section 3. Limits Regarding the School District's Matching Contribution: The School District's total employee lifetime matching contribution shall be limited to $40,000.00 (forty thousand dollars) for each participating employee.

Section 4. Deduction From Severance: The School District's total matching contribution to an individual employee's 403B Plan will be deducted from any severance the individual employee is eligible for pursuant to this or any other School District contract or policy.

Section 5. Eligibility: This Article shall apply to employees who are regularly employed at least one hundred and seventy (170) days per year and twenty (20) hours per week on a regular assignment and shall not apply to employees employed less than one hundred and seventy (170) days per year and twenty (20) hours per week. This Article shall not apply to those employees hired after December 31, 1986, and prior to July 1,

1994, who have notified the School District in writing by October 1, 2000, that they intend to access severance pursuant to Article XVII.

ARTICLE XVII

DISCIPLINE DISCHARGE AND PROBATIONARY PERIOD

Section 1. Probationary Period: An employee under this Agreement shall, under the provisions of this Agreement, serve a probationary period of twelve (12) months of continuous service in the School District during which time the School District shall have the unqualified right to suspend without pay, discharge or otherwise discipline such employee; and during this probationary period, the employee shall have no recourse to the grievance procedure insofar as suspension, discharge or other discipline is concerned. However, a probationary employee shall have the right to bring a grievance on any other provision of the contract alleged to have been violated.

Section 2. Completion of Probationary Period: An employee who has completed the probationary period may be suspended without pay, discharged or otherwise disciplined only for cause. An employee who has completed the probationary period and is suspended without pay, discharged, or otherwise disciplined shall have access to the grievance procedure provided the grievance is filed in writing within ten (10) days of the event giving rise to the grievance.

ARTICLE XVIII

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 District 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 is represented by the Union. The administration or the School Board may be represented during any step of the procedure by any person or agent designated by such party to act on their behalf.

Section 3. Definitions and Interpretations:

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

Subd. 2. Days: Reference to days regarding time period in this procedure shall refer to working days. A working day is defined as all weekdays not designated as holidays by State Law.

Subd. 3. Computation of Time: In computing any periods 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 District's designee, setting forth the facts and the specific provision of the Agreement allegedly violated and the particular relief sought within ten (10) days after the date the event giving rise to the grievance occurred. Failure to file any grievance within such period shall be deemed a waiver thereof. Failure to appeal a grievance from one level to another within the time periods hereafter provided shall constitute a waiver of 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 of Grievance: The School District 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 I: If the grievance is not resolved through informal discussions with the Supervisor of Transportation, the Director of Business Services, or his/her 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 Director of Administration and Human Resources, 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 the Director of Administration and Human Resources, the Director of Administration and Human Resources or his/her designee shall set a time to meet regarding the grievance within fifteen (15) days after receipt of the appeal. Within ten (10) days after the meeting, the Director of Administration and Human Resources or his/her designee shall issue a decision in writing to the parties involved.

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 at the request of the grievant or at its own instance, provided the School District or the grievant provides written notice within ten (10) days after a decision in Level I or Level II has been rendered. In the event the School Board determines to review a grievance, it shall hold a hearing and issue a decision within twenty (20) working days after the written notice. The Union shall receive written advance notice as to the date of said hearing. In the event of such review, the School Board reserves the right to affirm, reverse, or modify such decision. At the option of the School Board, a committee or representative(s) of the School Board may be designated by the School Board to hear the appeal at this level, and report its findings and recommendations to the School Board.

Section 7. Denial of Grievance: Failure by the School District 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 District 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 Director of Business Services within ten (10) days following the decision in Level II or within (10) days after the decision of the School Board if the School Board reviews a decision pursuant to Section 6 of the grievance procedure.

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

Subd. 3. Selection of Arbitrator: Upon the prior 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 appoint an arbitrator, pursuant to M.S. 179.70, Subd. 4., providing 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. Failure to agree upon an arbitrator or the failure to request an arbitrator from the BMS within the time period provided herein shall constitute a waiver of the grievance.

Subd. 4. Submission of Grievance Information:

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

1. The issue involved.

2. Statement of the facts.

3. Position of the grievant.

4. The written documents relating to Section 5 of the grievance report.

b. The School District may make a similar submission of information relating to the grievance either before or at the time of the hearing, with a copy to the Union.

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 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. 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 by in the PELRA.

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 fees and expenses of the arbitrator, the cost of the transcription or recording if requested by either or both parties, and any other expenses which the parties mutually agree are necessary for the conduct of the arbitration.

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, its 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 operations.

Section 9. Election of Remedies and Waiver: A party instituting any action, proceeding or complaint in a Federal or State court of law, or before an administrative tribunal, Federal agency, State agency, or seeking relief through any statutory process for which relief may be granted, the subject matter of which may constitute a grievance under this Agreement, shall immediately thereupon waiver 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 his/her right to initiate a grievance pursuant to this Article, or, if the grievance is pending in the grievance procedure, the right to pursue it further shall be immediately waived. This Section shall not apply to actions to compel arbitration as provided in this Agreement or to enforce the award of an arbitrator.

The election set forth above shall not apply to claims subject to the jurisdiction of the United States Equal Opportunity Commission. If a court of competent jurisdiction rules contrary to Board of Governors 957 F.2d 424 (7th Circuit, 1992), cert. Denied, 506 U.S. 906, or if the Board of Governors case is judicially or legislatively overruled, then the underlined portion of the section above shall be deleted.

ARTICLE XIX

MISCELLANEOUS

Section 1. Application of Benefits: It is understood and agreed by the parties that Leaves of Absence, Article XI; Group Insurance, Article X; Holidays, Article XII; and Vacations, Article XIII are designed for regular full-time employees. Therefore, it is agreed that such benefits shall apply only to employees who are regularly employed twelve (12) months a year and forty (40) hours a week and shall not apply to employees who are not regularly employed twelve (12) months a year and forty (40) hours a week. It is also understood and agreed by the parties that this Agreement shall not apply to any employee who is not a member of the appropriate unit as described in Article III.

Section 2. Promotions: An employee shall not be eligible for a promotion under this Agreement during his/her first ninety (90) calendar days of employment.

Section 3. Each employee shall be eligible for a $300.00 per month tool allowance.

Section 4. Each employee shall be eligible for a $250.00 per year footwear allowance.

Section 5. Certifications: The following Certifications will be paid through payroll:

DOT/Inspections:	$250.00 annual
EPA/Fuel Oil Compliance:	$350.00 annual
Unlicensed Electrician Card:	$350.00 annual

ARTICLE XX

DURATION

Section 1. Term and Reopening Negotiations: This Agreement shall remain in full force and effect for a period commencing on the date of its execution through June 30, 2026, and thereafter until modifications are made pursuant to the PELRA. If either party desires to modify or amend this Agreement commencing on July 1, 2026, it shall give written notice of such intent no later than April 1, 2026. Unless otherwise mutually agreed, the parties shall not commence negotiations more than ninety (90) days prior to the expiration of this Agreement.

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

Section 3. Finality: Any matters relating to the current contract term, whether or not referred to in this Agreement, shall not be open for negotiation during the term of this Agreement. However, this Agreement may be amended at any time by 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 provisions under any circumstances is held invalid, it shall not affect any other provisions of this Agreement or the application of any provision thereof.

For: Minnesota Teamsters Public and Law Enforcement Employees Union, Local No. 320
3001 University Ave. Southeast
Minneapolis, MN 55414

Business Agent

Committee Member

Committee Member

Dated: 6-24-25

For: Independent School District No. 831
6100 North 210th Street
Forest Lake, MN 55025-9796

Chairman

Clerk

Dated:

APPENDIX A

WAGE RATES

MECHANICS (B24)

Step	Rates Effective July 1, 2024 STEPS GRANTED	Rates Effective July 1, 2025 STEPS GRANTED
A		
B	$23.27	$23.97
C	$23.89	$24.61
D	$24.08	$24.80
E	$25.90	$26.67
F	$26.19	$26.97
G	$27.85	$28.69

Effective July 1, 2024, the Lead Mechanic shall earn $1.75 per hour above the wage schedule.

NOTE: The parties agree that retroactive payment for time worked during the 2024-2025 school year shall be applicable to employees who are still actively employed at the time of full mutual ratification, and to employees who have retired during the course of the 2024-2025 school year.