

MASTER AGREEMENT BETWEEN

EDUCATION MINNESOTA MARTIN COUNTY WEST
EDUCATIONAL SUPPORT PROFESSIONALS
PARAPROFESSIONALS AND FOOD SERVICE

AND

INDEPENDENT SCHOOL DISTRICT NO. 2448
MARTIN COUNTY WEST SCHOOLS SHERBURN,
MINNESOTA

FOR THE PERIOD OF
JULY 1, 2024 THROUGH JUNE 30, 2026

TABLE OF CONTENTS

ARTICLE I: PURPOSE	4
ARTICLE II: RECOGNITION OF EXCLUSIVE REPRESENTATIVE	4
ARTICLE III: DEFINITIONS	4
ARTICLE IV: EMPLOYEE RIGHTS	4
ARTICLE V: BASIC SCHEDULE	5
ARTICLE VI: EDUCATION AND TRAINING	7
ARTICLE VII: DISCIPLINE AND DISCHARGE	7
ARTICLE VIII: INSURANCE	8
ARTICLE IX: 403B MATCH PLAN	9
ARTICLE X: LEAVE OF ABSENCE	9
ARTICLE XI: HOURS OF SERVICE	11
ARTICLE XII: GRIEVANCE PROCEDURE	12
ARTICLE XIII: VACANCIES AND TRANSFERS	14
ARTICLE XIV: UNFAIR LABOR PRACTICES	15
ARTICLE XV: SAVINGS CLAUSE	15
ARTICLE XVI: DURATION	15
MEMORANDUM OF UNDERSTANDING	17
SALARY SCHEDULE A	18
YEAR 1: 2024-25	18
YEAR 2: 2025-26	19

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 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 Education Support Professional employees during the duration of this agreement.

ARTICLE II: RECOGNITION OF EXCLUSIVE REPRESENTATIVE

Section 1: In accordance with the P.E.L.R.A., the School District recognizes the Education Minnesota Martin County West Educational Support Professionals as the exclusive representative for Education Support Professionals 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 non-licensed education support personnel employed by the School District, as contained in the Certification of the Exclusive Representative order by the Commissioner of the Bureau of Mediation Services and further modified through BMS Case No. 25PCL0239 to include all food service works on September 16, 2024.

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, the term, education support professional, shall mean all non-licensed 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, excluding supervisory and confidential employees.

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: EMPLOYEE RIGHTS

Section 1. Right to Views: Nothing contained in this Agreement shall be construed to limit, impair or affect the right of any employee or 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 to and does not interfere with the full, faithful and proper performance of the duties of employment or circumvent the rights of the exclusive representative.

Section 2. Right to Join: 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 shall have the right to request and be allowed dues check off pursuant to P.E.L.R.A. Upon receipt of properly executed authorization of the employee involved, the school district will deduct from the employee's paycheck the dues that the employee has agreed to pay to the employee organization during the period provided in said authorization. Deductions shall be made each pay period and deductions so made shall be transmitted to the exclusive representative together with a list of names of the employees from whom deductions were made.

Section 3. 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 time, provided that this shall not interfere with or interrupt normal school operations.

Section 4. Facility Usage: The Exclusive Representative may utilize School District facilities in accordance with School District policy.

Section 5. Exclusive Representative Leave:

Subd. 1. Statutory Leave: Pursuant to M.S. 1 79A.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.

Subd. 3. Jury Services: Jury Services: 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 compensated for services as a juror. Copies of jury duty payments shall be submitted to the Central Office at the end of the jury duty service period.

ARTICLE V: BASIC SCHEDULE

Section 1. Wage Schedule: The wages and salaries reflected in Schedule A, attached hereto, shall be part of the agreement for the period commencing July 1, 2024, through June 30, 2026. Employees shall be compensated for the 2024-2025 and 2025-2026 contract years as set forth in Schedule A.

Subd. 1. Advancement on the Wage Schedule: New employees will be placed on the salary schedule as agreed between the employee and the School District. New employees hired on or before December 31 of a given year shall advance one (1) step on the salary schedule as of July 1 of the following year. New employees hired after December 31 of a given year shall advance one (1) step on the salary schedule as of July 1 following their anniversary day of employment.

- a. During an employee's first year of employment, the Superintendent and/or Principal may conduct a performance review, excluding the year-end evaluation, and advance the employee one ~~to two~~ steps on the salary schedule based on their attendance and performance. The change of step would take place the month following the performance review.

Subd. 2. Subsequent Advancement: Thereafter, employees shall advance one (1) step on the salary schedule effective each July 1 until the top step of the salary schedule is reached. Such advancement shall all be effective for summer school rates of pay. Education Support Professionals will advance one step on the 2024-2025 salary schedule. Education Support Professionals will advance one step on the 2025-2026 salary schedule.

Subd. 3. Payment Schedule: Wages shall be paid on a monthly pay schedule as designated by the School District.

Subd. 4. Pay Changes: An employee changing positions as requested by the employer and therefore going from a higher grade to a lower grade, shall do so at the same salary with the same benefits. 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 to a higher classification for one workday, such employee will be paid the higher rate for the higher classification.

Subd. 6: When one Education Support Professional is solely responsible for supervising a teacher's class while the teacher is absent for one-half (1/2) hour or more, whether the teacher is on assignment in the building or off site, the employee will be paid at their regular rate plus \$8.00/hour.

Subd. 7: Retired employees who return to substitute will be paid the rate they were earning before retiring or the current ESP substitute rate, whichever is higher.

Subd. 8: Any employee hired as a coach/advisor shall be paid the rate specified on Schedule C as per the certified Master Agreement.

Subd. 9: Any ESP member who is assigned work in the title lane as agreed upon between the individual and district shall be moved to the newly established Title Lane and steps.

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 2025-26 contract year until a successor agreement is reached. The School District reserves the rights to withhold a salary increase in individual cases for just cause. When the Master Agreement has been ratified by the School Board, employees will receive retroactive pay in the month following board ratification.

Section 3. Overtime: An employee will earn overtime, paid at 1 ½ hours for each hour worked above 40 hours in a week, compensated on the paycheck for the week in which the overtime was earned. The employee must obtain written preapproval from one of the school administrators prior to earning overtime.

Section 4. Snow Days: 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 administrator. 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 cancelled time. For Food Service employees who 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.

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 district. The salary to be reduced by an amount equal to the insurance will be deducted from accrued sick leave.

Section 6. Seniority and Layoffs: The School District will publish a seniority list and post it at all work locations, at least annually. Any employee challenging their seniority date may file a grievance within the time periods as provided within the grievance procedure, Article XII. 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.

Subd. 1. Paraprofessional Seniority: The first year of employment shall be considered a probationary period and no seniority shall be held at such time. Upon completion of the probationary period, seniority shall date back to the date of employment. On November 1st of each year, the School Board shall post a seniority list in each building in the district. Any employee shall have ten days from the date of posting to supply the necessary documentation.

Subd. 2. Paraprofessional Layoffs: In the event of a layoff, employees will be laid off on a District-wide basis according to seniority. In the event of equal seniority, the selection of the employee for layoff shall be determined by the following tiebreakers.

- 1) Full-time employees will have seniority over Part-time employees
- 2) Employees with more daily hours will have seniority
- 3) A one-on-one Education Support Professional is employed in direct relationship to the permanent attendance of their assigned child.

Subd. 3: Those paraprofessional employees reinstated within twelve (12) month period shall do so at the same step with the same benefits. The employee must accept the first offer of rehiring or shall forfeit seniority. Discharge for just cause or voluntary resignation will constitute a break in service and forfeiture of any seniority rights. The final decision is at the discretion of the School District.

Subd. 4. Food Service Employee 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. Seniority rights shall terminate upon resignation or termination of an employee pursuant to this Agreement or after sixteen (16) consecutive months of lay off.

Subd. 5. Food Service Employee Seniority: For the purpose of this Article, all food service employees 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 Unit Steward.

Subd. 6. Order of Lay Off: Employees shall be laid off within classification in inverse order of seniority (last hired, first laid off).

Subd. 7. Order of Recall: Employees will be recalled in inverse order in which laid off within classification (last laid off, first recalled).

Subd. 8 Food Service 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.

Section 6. Clothing Allowance: Effective July 1, 2025, the District shall reimburse a clothing allowance up to two hundred and seventy-five dollars (\$275.00) per year to all food service employees who work five (5) hours a day or more. Effective July 1, 2025, employees working less than five (5) hours per day, shall receive up to one hundred and thirty-eight dollars (\$138) per year clothing allowance reimbursement. Reimbursement shall be paid one-time annually in May pending submission of receipts to the Business Office.

Section 7. Notification of Assignment: By June 1 of each year, the School District will provide each employee in the bargaining unit a notification of their assignment for the upcoming school year that includes a calendar of duty days.

Section 8. Double Time: Double time for non-school activities shall be paid for Food Service employees with the amount of time assigned by the Superintendent.

Section 9. Call Back Pay: One and one-half (1 1/2) times the hourly rate shall be paid to Food Service employees for call back with a minimum of one hour. Call back includes school events that take place outside of the employee's regular working hours.

ARTICLE VI: EDUCATION AND TRAINING

Section 1. Employee Qualifications: In accordance with State and Federal Law, certain employees (Education Support Professionals) need to have a specific level of education or be eligible to attain the School District's level of training to that regard. Newly hired employees will be given opportunities to become "highly qualified" within approximately six months of initial employment. Employees will be paid for any required training completed outside of school hours according to the schedule established by administration or with prior written administrative approval.

Section 2: The District agrees to encourage educational assistants and media center employees to obtain training in areas related to their duties. When the District sponsors and/or offers educational and/or training opportunities all educational assistants and media center employees will be notified and given the opportunity to be considered for participating. The District shall have the sole right to determine the number of educational assistants and media center employees to be released from scheduled work time for in-service.

Section 3. Car Expense and Career Development:

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

Subd. 2: The 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 District agrees to reimburse for meal costs at the IRS rates, with a detailed receipt, for support personnel attending meetings, workshops, or events relating to the individual's position or assignment.

Section 4. Certification Pay: Food Service employees who have obtained a State of Minnesota Department of Health Food Manager certification and have kept such certification current will be paid an additional one hundred twenty-five (\$125.00) every two (2) years commencing January 1, 2005.

Section 5. Orientation: Within the first 30 days of working with students the school district will provide each newly hired employee with information regarding emergency procedures, confidentiality, vulnerability, reporting obligations, student discipline policies, roles and responsibilities, school map and a building orientation.

Section 6. Job Descriptions: Each employee will be provided a job description. Job descriptions will be reviewed whenever new duties are assigned and updated no less than every three years.

Section 7. "Highly Qualified": Paraprofessionals who are required by federal or state law to become "highly qualified" will be so notified by the school district. The employee may choose to complete either the paraprofessional competencies portfolio or to pass the state approved test. The school district will reimburse up to the cost of completing the state approved test, unless the employee is already highly qualified as defined by state/federal law. For reference, see <https://www.ecfr.gov/current/title-34/subtitle-B/chapter-II/part-200#200.58>

Section 8. Paraprofessional Training: The school district is required to provide at least 8 hours annually of training to all paraprofessionals.

Subd. 1: The school district is required to provide 6 hours of training within the first 30 days of employment. This requires consultation with union representatives for paraprofessionals before planning required training.

Subd. 2 Paraprofessional Assessments: The school district will pay for test materials and fees for paraprofessionals employed who have not yet passed the state approved test or do not meet the requirements of the competency grid. For reference, see <https://education.mn.gov/mde/dse/para/>.

ARTICLE VII: DISCIPLINE AND DISCHARGE

Section 1. Probationary Period: An employee under 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. 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. 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:

1. Oral Reprimand
2. Written Reprimand
3. Suspension with Pay
4. 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.

Section 3. Notice: The employee shall give the District at least two (2) weeks' notice before he/she terminates his/her job.

Section 4. Personnel Files: All evaluations and files relating to each individual employee shall be available for review during regular school hours upon the employee's written request. A representative of the Exclusive Representative may, at the employee's request, accompany the employee in this review. An employee shall have the right to submit for inclusion in the file written information in response to any material contained therein.

Section 5. Hearing Rights for Food Service Employees: 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.

ARTICLE VIII: INSURANCE

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

Section 2. Medical-Hospitalization Insurance: The School District's contribution for medical-hospitalization insurance shall be a sum not to exceed Single:\$6,100 (\$508.34 per month) for paraprofessionals and \$7,000 (\$583.33 per month) for Food Service employees for the 2024-2025 contract year, and Single:\$7,150 (\$595.83 per month) for paraprofessionals and \$7,750 (\$645.83 per month) for Food Service employees for the 2025-2026 contract year toward the cost of the premium for the medical-hospitalization plan 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. The cost of the premium not contributed by the School District shall be borne by the employee and paid by payroll deductions.

Subd. 2. Family Coverage: Effective July 1, 2023, the School District will contribute a sum not to exceed \$13,000.00 per year (\$1,083.33 per month) toward the cost of the premium for the medical-hospitalization plan for family coverage for each eligible Food Service employee employed by the School District who qualifies for and is enrolled in a School District group medical-hospitalization plan.

Section 3. Duration of Insurance Contribution: An employee is eligible for District contributions as provided in this Article, as long as the District employs said person. 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. Eligibility: To be eligible for the School District contributions for family coverage and contribution, an employee must be full-time, defined as working twelve (12) months per year and forty (40) hours per week. A part-time employee employed at least nine (9) months per year (academic year) and a minimum of twenty-five (25) hours per week or 1,300 hours per year, shall be eligible for School District contribution for individual coverage only, but may purchase family coverage, at the employee's own expense through payroll deduction. Employees employed less than twenty-five (25) hours per week are not eligible for benefits of this Article.

Section 5. Early Retirement: Effective July 1, 1992, a Food Service employee who retires, is at least 55 years of age, and has at least fifteen (15) years of employment with the 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.

Section 6. Consumer Directed Health Plan (CSHP): The School District will offer a CDHP effective September 1, 2012. Employees enrolled in the CDHP with the Employer contribution specified in Article VIII, Sections 1 and 2, will be eligible to contribute to an HSA plan. The HSA plan will be at no cost to the District.

ARTICLE IX: 403B MATCH PLAN

Section 1. 403(b) Match Plan: Effective July 1, 2021, all Educational Support Professionals employed by the 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 District. Such employees shall only be eligible to participate in the District's 403(b) tax sheltered annuity-matching program and the 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 District's matching contribution to employees participating in the plan shall be as follows:

Matching Contribution

\$400 for paraprofessionals and \$600 for Food Service employees per year in 2024-2025
\$450 for paraprofessionals and \$650 for Food Service employees per year in 2025-2026

This 403(b) Matching Plan has a lifetime maximum match of ten-thousand dollars (\$10,000) per individual.

ARTICLE X: LEAVE OF ABSENCE

Section 1. Sick/Disability Leave:

Subd. 1: Sick leave for eligible employees shall accumulate at the rate of ten (10) days per year with a maximum of one hundred and thirty-five (135) days overall.

Subd. 2: Any employee who is injured while employed by another employer or doing contract work for pay will not be entitled to any accident or sick leave benefits for such injury as provided for in this Article.

Subd. 3: When any employee is absent on sick leave which will be compensated for by Worker's Compensation Insurance 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.

Subd. 4: The District may require a doctor's certification of illness for absence. In the event the School District requires a doctor's certificate, the employee will be notified promptly no later than the same day of the absence.

Subd. 5: At the beginning of each school year, each returning Educational Support Professional who reports for duty shall be credited with a ten (10) days of sick and safe time leave allowance to be used for absences caused by illness or disability. Sick and safe time leave is governed by MN statutes 181.945 et. Seq.

Subd. 6: Sick and safe leave with pay shall be allowed whenever an Educational Support Professional's absence is necessary for the following reasons:

- The employee's mental or physical illness, treatment or preventive care;
- A family member's mental or physical illness, treatment or preventive care;
- Absence due to domestic abuse, sexual assault or stalking of the employee or a family member
- Closure of the teacher's workplace due to weather or public emergency or closure of a family member's school or care facility due to weather or public emergency; and
- When determined by a health authority or health care professional that the employee or a family member is at risk of infecting others with a communicable disease.

Subd. 7: Sick and safe leave may be used for the care and support of a Education Support Professional's:

1. Child, including foster child, adult child, legal ward, child for whom the employee is legal guardian or child to whom the employee stands or stood in loco parentis (in place of a parent);
2. Spouse or registered domestic partner;
3. Sibling, stepsibling or foster sibling;
4. Biological, adoptive or foster parent, stepparent or a person who stood in loco parentis (in place of a parent) when the employee was a minor child;
5. Grandchild, foster grandchild or step-grandchild;
6. Grandparent or step-grandparent;
7. Sibling's child;
8. Parent's sibling;
9. Child-in-law or sibling-in-law;
10. Any of the family members listed in 1 through 9 above of an Educational Support Professional's spouse or registered domestic partner;
11. Any other individual related by blood or whose close association with the Educational Support Professional is the equivalent of a family relationship; and
12. Up to one individual annually designated by the employee.

This list is pursuant to MN statutes 181.945 et. seq.

Section 2. Family Emergency Leave:

Subd. 1: Up to five (5) days, not deductible from sick leave and non-accumulative, with full salary may be granted to all bargaining unit members, in case of absence due to unexpected emergencies, such as serious illness, injury or death of the "Eligible Relatives" in the sick leave section found in Section 1, Subd. 5.

Subd. 2: An additional ten (10) days or the number of accumulated sick leave days, whichever is lesser, deductible from sick leave may be taken with full salary. Days, other than sick leave, granted for absence shall be non-accumulative.

Subd. 3: If the Superintendent's ruling is disputed, the applying employee may request that the written application and ruling be reviewed by the School Board.

Section 3. Personal Leave:

Subd. 1: Each employee will be allowed up to two (2) days of personal leave without loss of regular pay to use for personal business, which cannot be handled outside of working hours. Employees shall be allowed to carry over unused leave, to a total maximum of four (4) days unused personal leave.

Subd. 2: Request for personal leave must be submitted on the electronic leave request system to the Superintendent at least 3 days in advance, except in the event of emergencies. The School District reserves the right to refuse to grant such

leave if, under the circumstances involved, the School District determines that such leave should not be granted. All leave must have prior, written approval.

Subd. 3: Personal leave will not be approved for any day when 10% of employees in this group district-wide are scheduled to be absent. Administrators will notify group members when leave has meant this threshold on any particular day.

Subd. 4: Personal days applied for in September and May will be handled on an individual basis with major consideration being the reason for the leave. The individual, building Principal and Superintendent will be part of the decision with the final decision being that of the District.

Subd. 5: \$80.00 will be paid for no use of any personal days during the school year.

Section 4. Emergency Loss of Childcare Leave: An Education Support Professional may be granted one day for emergency loss of childcare if 1) all personal leave has been exhausted and 2) there is an emergency loss of childcare that is unplanned and documented in writing by the childcare provider. This day will be deducted from the employee's available sick leave.

Section 5. Eligibility

Subd. 1 Sick Leave: All employees are eligible for sick leave benefits. The accrual of days shall be appropriate to their regular working days, i.e.; an employee regularly employed five (5) hours per day would receive sick leave at the number of days proportionate to their regular working day.

Subd. 2 Family Emergency Leave and Personal Leave: To be eligible for these benefits an employee must be employed at least nine (9) months per year (academic year) and at least twenty-five (25) hours per week. Employees employed less than twenty-five (25) hours per week or less than nine (9) months per year are not eligible for the benefits of this section. For part-time employees, the accrual of days shall be proportionate to their regular working day, i.e.; an employee regularly employed five (5) hours per day would receive family emergency leave or personal leave at the number of days proportional to their regular working day.

ARTICLE XI: HOURS OF SERVICE

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. Work Schedules: The District has the right to change assignments, based upon the needs of the District, at any time during the school year. An employee's refusal of a work assignment could be cause for layoff or discipline.

Section 3. 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 authorized by one of the school administrators.

Section 4. Part-time Employees and Substitutes: Part-time and substitute educational assistant employees may work when their services are needed at the discretion and approval of the administration.

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. Breaks: Employees are entitled to up to fifteen (15) minutes of break time from work duties as necessary for each four consecutive hours of work. The break time shall be arranged between the employee and the supervisor. Break time is non-accumulating and shall not be used to shorten the work day.

Section 8. Lunch: Each employee scheduled to work six (6) or more hours per day shall be provided up to thirty (30) minutes of duty free lunch break time. Any employee directed to work during his/her normal duty-free lunch break for emergencies, medical issues, or other unforeseen circumstances shall be compensated at their normal rate of pay.

ARTICLE XII: GRIEVANCE PROCEDURE

Section 1. Application: This grievance procedure shall be applicable whenever a public employer and the exclusive representative of public employees cannot reach agreement on a grievance procedure as required by M.S. 179A.20, Subd. 4.

Section 2. Grievance Definition: A "grievance" shall mean an allegation by an employee or the exclusive representative resulting in a dispute or disagreement between the employee and the School District as to the interpretation or application of terms and conditions contained in this agreement.

Section 3. 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 on the party's behalf.

Section 4. Definitions and Interpretations:

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

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

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

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

Section 5. Time Limitation and Waiver: Grievance shall not be valid for consideration unless the grievance is submitted in writing to the School District's designee, setting forth the facts and the specific provision of the Agreement allegedly violated and the particular relief sought within twenty (20) days after the date of the first event giving rise to the grievance occurred. 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 period hereafter provided shall constitute a waiver of the grievance. An effort shall first be made to adjust an alleged grievance informally between the employee and the School District's designee.

Section 6. 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, the School District designee shall give a written decision on the grievance to the parties involved within ten (10) days after the receipt of the written grievance.

Subd. 2. Level II: In the event the grievance is not resolved in Level I, the decision rendered may be appealed to the Superintendent of Schools, provided such appeal is made in writing within five (5) days for paraprofessionals and ten (10) days for Food Service employees after receipt of the decision in Level I. If a grievance is properly appealed to the Superintendent, the Superintendent or designee shall set a time to meet regarding the grievance within fifteen (15) days after receipt of the appeal. Within ten (10) days after the meeting, the Superintendent or designee shall issue a decision in writing to the parties involved.

Subd. 3. Level III: In the event the grievance is not resolved in Level II, the decision rendered may be appealed to the School Board, provided such appeal is made in writing within five (5) days for paraprofessionals and ten (10) days for Food Service employees in Level II. If a grievance is properly appealed to the School Board, the School Board shall set a time to meet regarding the grievance within twenty (20) days after receipt of the appeal. Within twenty (20) days after the meeting, the School Board shall issue a 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 7. School Board Review: The School Board reserves the right to review any decision issued under Level I or II 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 reserve or modify such decision.

Section 8. 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 to the next level.

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

Subd. 1. Request: A request to submit a grievance to arbitration must be in writing signed by the aggrieved party, and such request must be filed in the office of the Superintendent within (10) days for paraprofessionals and thirty (30) days for Food Service employees following the decision in Level III of the grievance procedure.

Subd. 2. Prior Procedures 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 for paraprofessionals, either party may request the Bureau of Mediation Services (BMS) to appoint an arbitrator, pursuant to P.E.L.R.A., providing such a request is made within twenty (20) days after request for arbitration. If no agreement on an arbitrator is reached for Food Service employees, 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. 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. The request shall ask that the appointment be made within thirty (30) days after receipt of said request. Failure to agree upon an arbitrator or failure to request an arbitrator from the BMS within the time periods provided herein shall constitute a waiver of the grievance.

Subd. 4. Submission of Grievance Information for Food Service Employees:

- 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 6, Article XII 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 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 the arbitrator shall be final and binding upon the parties, subject however to the limitations of arbitration decisions as provided in P.E.L.R.A. The arbitrator shall issue a written decision and order including findings of fact, which shall be based upon substantial and competent evidence presented at the hearing. The arbitrator shall swear witness upon oath.

Subd. 7. Expenses: Each party shall bear its own expenses in connection with arbitration including expenses related to the party's representative(s), witness(es), and any other expenses which the party incurs in connection with presenting its case in arbitration. A transcript or recording shall be made of the hearing at the request of the party. The parties shall share equally fees and expenses of the arbitrator, the cost of the transcript if requested by either or both parties, and any other expenses, which the parties mutually agree are necessary for the conduct of the arbitration. However, the party ordering a copy of such transcript shall pay for such a copy.

Subd. 8. Jurisdiction: The arbitrator shall have jurisdiction over disputes or disagreements relating the 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 District, its overall budget, utilization of technology, the organizational structure, and selection, direction and number of personnel. In considering any issue in dispute, the arbitrator's order shall give due consideration to statutory rights and obligation of the public-school districts 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 waive any and all rights to pursue a grievance under this article. Upon instituting a proceeding in another forum as outlined herein, the employee shall waive the right to initiate a grievance pursuant to this article or, if the grievance is pending in the grievance procedure, the right to pursue it further shall be immediately waived. This section shall not apply to actions to compel arbitration as provided in the agreement or to enforce the award of an arbitrator.

ARTICLE XIII: VACANCIES AND TRANSFERS

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

Section 2. Posting of Vacancies: All permanent vacancies in full-time positions will be posted internally for a five (5) 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.

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 Unit Steward prior to final disposition.

ARTICLE XIV: UNFAIR LABOR PRACTICES

Section 1. Unfair Labor Practice: The Employer and the Unit recognize that the Minnesota Public Employees Labor Relations Act (P.E.L.R.A.) in 179A.13 lists specific activities that the Employer and the Unit may not engage in. The Employer and the Unit in the interest of serving the public agree not to encourage or participate in any activities which are listed in 179A.13 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 XV: 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 XVI: DURATION

Section 1. Term and Reopening Negotiations: This agreement shall remain in full force and effect for a period commencing on July 1, 2024 through June 30, 2026, and thereafter until modifications are made pursuant to the P.E.L.R.A. If either party desires to modify or amend this agreement commencing at its expiration, it shall give written notice of such intent no later than May 1, 2026. Unless otherwise mutually agreed, the parties shall not commence negotiations more than 90 days prior to the expiration of this agreement.

Section 2. Effect: This agreement constitutes the full and complete agreement between the School District and the Exclusive Representative representing the employees. The parties agree and acknowledge that they have each had the opportunity to bring to the bargaining table any topic regarding a term and condition of employment that was desired. Accordingly, the provisions herein relating to terms and conditions of employment supersede any and all prior agreements, resolutions, practices, school district policies, rules or regulations concerning terms and conditions of employment inconsistent with these provisions.

Section 3. Finality: Any matters relating to the terms and conditions of employment, whether or not referred to in this agreement, shall not be open for negotiations during the term of this agreement without the mutual agreement of the parties.

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

Section 5. Signed Copies: There shall be three (3) signed copies of the final agreement for purpose of record: one retained by the School Board, one retained by the Exclusive Representative and one retained by the Superintendent.

IN WITNESS THEREOF, The parties have executed this AGREEMENT as follows:

For the Education Minnesota Martin County West
Educational Support Professionals

Blynnis M. Stoffel
Paraprofessional President

Samaro J. Hon
Food Service President

Vickie R. Smith
Treasurer

9-17-2025
Date

For Independent School District #2448

[Signature]
Chairperson

Laura Barnhart
Clerk

[Signature]
Superintendent

9-16-2025
Date

MEMORANDUM OF UNDERSTANDING

This letter of Agreement is entered into between Martin County West School District #2448, Sherburn, Minnesota (hereinafter referred to as the School District) and Martin County West Educational Support Professionals hereinafter referred to as the Union as follows:

1. The School District and the Union are parties to a collective bargaining agreement 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 \$48.00 per year per employee during the existence of this collective bargaining agreement.

For the Education Minnesota Martin County West Educational Support Professionals

For Independent School District #2448

Paraprofessional President

Chairperson



Food Service President



Clerk

Treasurer



Superintendent

Date

9-15-2028

Date

SALARY SCHEDULE A
YEAR 1: 2024-25

	1 Kitchen Aide	2 Cook	ESP	Title	Media	7 Assistant Head Cook	AOM	10 Head Cook
1	\$12.18	\$12.89	\$13.95	\$14.96	\$16.07	\$17.28	\$19.11	\$20.61
2	\$12.40	\$13.14	\$14.20	\$15.22	\$16.33	\$17.60	\$19.36	\$21.03
3	\$12.63	\$13.40	\$14.46	\$15.47	\$16.58	\$17.93	\$19.61	\$21.44
4	\$12.85	\$13.65	\$14.71	\$15.72	\$16.83	\$18.25	\$19.87	\$21.86
5	\$13.07	\$13.90	\$14.96	\$15.97	\$17.09	\$18.57	\$20.12	\$22.27
6	\$13.29	\$14.15	\$15.22	\$16.23	\$17.34	\$18.90	\$20.37	\$22.69
7	\$13.52	\$14.41	\$15.47	\$16.48	\$17.59	\$19.22	\$20.62	\$23.10
8	\$13.74	\$14.66	\$15.72	\$16.73	\$17.84	\$19.54	\$20.88	\$23.52
9	\$13.96	\$14.91	\$15.97	\$16.98	\$18.10	\$19.87	\$21.13	\$23.93
10	\$14.18	\$15.17	\$16.23	\$17.24	\$18.35	\$20.19	\$21.38	\$24.34
11	\$14.41	\$15.42	\$16.48	\$17.49	\$18.60	\$20.51	\$21.64	\$24.76
12	\$14.63	\$15.67	\$16.73	\$17.74	\$18.86	\$20.84	\$21.89	\$25.17
13	\$14.85	\$15.92	\$16.98	\$18.00	\$19.11	\$21.16	\$22.14	\$25.59
14	\$15.07	\$16.18	\$17.24	\$18.25	\$19.36	\$21.48	\$22.39	\$26.00
15	\$15.30	\$16.43	\$17.49	\$18.50	\$19.61	\$21.81	\$22.65	\$26.42
16	\$15.52	\$16.68	\$17.74	\$18.75	\$19.87	\$22.13	\$22.90	\$26.83
17	\$15.74	\$16.93	\$18.00	\$19.01	\$20.12	\$22.45	\$23.15	\$27.25
18	\$15.96	\$17.19	\$18.25	\$19.26	\$20.37	\$22.78	\$23.40	\$27.66
19	\$16.19	\$17.44	\$18.50	\$19.51	\$20.62	\$23.10	\$23.66	\$28.08
20	\$16.41	\$17.69	\$18.75	\$19.77	\$20.88	\$23.42	\$23.91	\$28.49
21	\$16.63	\$17.95	\$19.01	\$20.02	\$21.13	\$23.75	\$24.16	\$28.90
22	\$16.85	\$18.20	\$19.26	\$20.27	\$21.38	\$24.07	\$24.42	\$29.32
23	\$17.08	\$18.45	\$19.51	\$20.52	\$21.64	\$24.40	\$24.67	\$29.73
24	\$17.30	\$18.70	\$19.77	\$20.78	\$21.89	\$24.72	\$24.92	\$30.15
25	\$17.52	\$18.96	\$20.02	\$21.03	\$22.14	\$25.04	\$25.17	\$30.56

YEAR 2: 2025-26

	1 Kitchen Aide	2 Cook	ESP	Title	Media	7 Assistant Head Cook	AOM	10 Head Cook
1	\$12.33	\$13.04	\$14.12	\$15.14	\$16.27	\$17.49	\$19.34	\$20.86
2	\$12.55	\$13.30	\$14.38	\$15.40	\$16.52	\$17.81	\$19.59	\$21.28
3	\$12.78	\$13.56	\$14.63	\$15.65	\$16.78	\$18.14	\$19.85	\$21.70
4	\$13.00	\$13.81	\$14.89	\$15.91	\$17.04	\$18.47	\$20.10	\$22.12
5	\$13.23	\$14.07	\$15.14	\$16.17	\$17.29	\$18.79	\$20.36	\$22.54
6	\$13.45	\$14.32	\$15.40	\$16.42	\$17.55	\$19.12	\$20.62	\$22.96
7	\$13.68	\$14.58	\$15.65	\$16.68	\$17.80	\$19.45	\$20.87	\$23.38
8	\$13.90	\$14.84	\$15.91	\$16.93	\$18.06	\$19.78	\$21.13	\$23.80
9	\$14.13	\$15.09	\$16.17	\$17.19	\$18.31	\$20.10	\$21.38	\$24.22
10	\$14.35	\$15.35	\$16.42	\$17.44	\$18.57	\$20.43	\$21.64	\$24.64
11	\$14.58	\$15.60	\$16.68	\$17.70	\$18.83	\$20.76	\$21.90	\$25.06
12	\$14.80	\$15.86	\$16.93	\$17.96	\$19.08	\$21.09	\$22.15	\$25.48
13	\$15.03	\$16.11	\$17.19	\$18.21	\$19.34	\$21.41	\$22.41	\$25.90
14	\$15.25	\$16.37	\$17.44	\$18.47	\$19.59	\$21.74	\$22.66	\$26.31
15	\$15.48	\$16.63	\$17.70	\$18.72	\$19.85	\$22.07	\$22.92	\$26.73
16	\$15.71	\$16.88	\$17.96	\$18.98	\$20.10	\$22.40	\$23.17	\$27.15
17	\$15.93	\$17.14	\$18.21	\$19.23	\$20.36	\$22.72	\$23.43	\$27.57
18	\$16.16	\$17.39	\$18.47	\$19.49	\$20.62	\$23.05	\$23.69	\$27.99
19	\$16.38	\$17.65	\$18.72	\$19.75	\$20.87	\$23.38	\$23.94	\$28.41
20	\$16.61	\$17.90	\$18.98	\$20.00	\$21.13	\$23.71	\$24.20	\$28.83
21	\$16.83	\$18.16	\$19.23	\$20.26	\$21.38	\$24.03	\$24.45	\$29.25
22	\$17.06	\$18.42	\$19.49	\$20.51	\$21.64	\$24.36	\$24.71	\$29.67
23	\$17.28	\$18.67	\$19.75	\$20.77	\$21.90	\$24.69	\$24.96	\$30.09
24	\$17.51	\$18.93	\$20.00	\$21.03	\$22.15	\$25.02	\$25.22	\$30.51
25	\$17.73	\$19.18	\$20.26	\$21.28	\$22.41	\$25.34	\$25.48	\$30.93