Independent School District No. 203,
Hayfield Community Public Schools

and

Educational Support Professionals

WORKING AGREEMENT
July 1, 2024 – June 30, 2026

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ARTICLE I
PURPOSE

Section 1. Parties THIS AGREEMENT, entered into between the School Board of Independent School District No. 203 of Hayfield, Minnesota, hereinafter referred to as the School Board or District, and the Hayfield Community Educational Support Professionals (ESP), hereinafter referred to as the Exclusive Representative or the Union, pursuant to and in compliance with the Public Employment Labor Relations Act, hereinafter referred to as PELRA, provides the negotiated terms and conditions of employment for special education and program assistants, custodians, crossing guards, and clerical staff during the duration of this Agreement.

ARTICLE II
RECOGNITION OF EXCLUSIVE REPRESENTATIVE

Section 1. Recognition In accordance with the PELRA, the District recognizes the Hayfield Community Educational Support Professionals, as the exclusive representative of special education and program assistants, custodians, cooks, crossing guards, clerical staff, and the nurse, except for a licensed school nurse, employed by the School District of Independent School District No. 203, which as Exclusive Representative, shall have those rights and duties as prescribed by the PELRA, and as described in the provisions of the Agreement.

Section 2. Exclusive Right Recognizing that the Union is required by the provisions of the PELRA to be the sole bargaining representative of all the employees within the coverage of this Agreement, without regard to membership in the Union, the District hereby agrees that it will not recognize nor negotiate with any other person, organization group, committee or entity other than the Union with respect to such matters and will deal solely through the agency of and with the Union.

Section 3. Appropriate Unit The Exclusive Representative shall represent all such employees of the District contained in the appropriate unit as defined in Article III, Section 2 of this Agreement and the PELRA, and in the certification by the Bureau of Mediation Services.

Section 4. Union Representatives The Union may designate employees in the bargaining unit to act as Stewards and/or alternates and shall inform the employer of such choices and changes in the positions and stewards and/or alternates.

ARTICLE III
DEFINITIONS

Section 1. Terms and Conditions of Employment Terms and conditions of employment means the hours of employment, the compensation therefore including fringe benefits except retirement contributions or benefits other than employer payment of, or contributions to, premiums for group insurance coverage of retired employees or severance pay established by this Agreement.

Section 2. Description of Appropriate Unit For purposes of this Agreement, the term Educational Support Professionals shall mean special education and program assistants, custodians, cooks, crossing guards, clerical staff, and the nurse, except for a licensed school nurse, in the appropriate unit employed by the School Board in such classifications excluding the following: confidential employees, supervisory employees, essential employees, emergency employees, part-time employees whose services do not exceed the lesser of 14 hours per week or 35% of the normal work week in the employees appropriate unit, employees whose positions are basically temporary or seasonal in character and are not for more than 67 working days in any calendar year.

Section 3. Years of Service Years of service shall begin from the date a signed contract is received by the district or if no contract has been signed, the first date of actual employment. A year of service will accrue each year of employment completed that is typical of that particular employment classification, regardless of whether it is a 9, 10, 11, or 12-month position. Employees hired mid-year or who resign or retire prior to a full year being completed will have the partial year pro-rated as a year of service based on the typical year of their respective employment classification.

Section 4. School Board For purposes of administering this Agreement, the term School Board or District shall mean the District or its designated representative.

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

ARTICLE IV
SCHOOL BOARD RIGHTS

Section 1. 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.

Further, the Exclusive Representative recognizes that the management of the School District and the direction of the work forces is vested exclusively in the School District, including but not limited to the right to hire, promote, demote, suspend, discipline, and discharge for proper cause; the right to decide job qualifications for hiring; the right to transfer or layoff because of lack of work or other legitimate reasons; to judge the relative skill, ability or qualifications of employees; to determine any type, kind and quality of service to be rendered to students and citizenry subject to applicable requirements to meet and confer; to determine work standards to plan and schedule employees work including overtime; to plan and schedule any training programs (subject to statutory limitations); to create, promulgate and enforce reasonable work rules, and all other functions of management and directions not expressly limited by the terms of this Agreement.

ARTICLE V
EXCLUSIVE REPRESENTATIVE AND EMPLOYEE RIGHTS

Section 1. School Board Meetings If requested in writing, the Exclusive Representative shall receive a copy of the School Board packet prior to the meetings.

Section 2. Use of District Facilities and Equipment

A. The Exclusive Representative shall have the right to use employee mailboxes and e-mail on non-work hours for communication with bargaining unit members.

B. The Exclusive Representative shall have a bulletin board in each building for posting of union-related notices.

Section 3. Employee Discipline An employee may be disciplined up to and including termination for any just cause. An employee or the Exclusive Representative may challenge any discipline through the grievance procedure.

The District shall not meet with an employee for the purpose of questioning the employee in an investigation that may lead to discipline without first offering the employee an opportunity for union representation. An employee waiving the right to such representation must do so in writing prior to the questioning. A copy of such waiver shall be maintained by the District and shall be furnished to the local Union president or designated representative upon request of the employee.

A copy of a written reprimand shall be given to the employee prior to having such reprimand placed in the personnel file. When a suspension is intended, the District shall, before the action is taken, notify the employee in writing of the specific reasons for such action.

Section 4. Resignation An employee, if resigning, is asked to give a two-week written notice.

Section 5. Probationary Period An employee shall serve a probationary period of **nine (9)** months of continuous service in the school district during which time the school district shall have the unqualified right to suspend with or without pay, discharge or otherwise discipline such employee.

Section 6. Printing of Contract Within sixty (60) days after the Contract is signed, copies of this Contract shall be printed at the expense of the District and presented to the Exclusive Representative for distribution to each employee. In addition, the District shall provide ten (10) copies of the Contract, without charge, to the Exclusive Representative.

Section 7. Names of Newly Hired Employees Names of newly hired employees shall be provided to the Exclusive Representative within fourteen (14) days after their hiring.

Section 8. Remitting to the Exclusive Representative With respect to all dues deducted by the District, the District shall remit to the Exclusive Representative within ten (10) calendar days from each date of deduction, the total amount deducted, accompanied by the list of employees for whom such deductions have been made, categorizing them as to membership or non-membership in the Exclusive Representative. The Exclusive Representative agrees to advise

the District of all members of the Exclusive Representative in good standing and from time to time furnish information needed by the District to fulfill the provisions of this Article, and not otherwise available to the District.

Section 9. Request for Dues Check Off ~~The Exclusive Representative shall be allowed dues check off for its members, provided that dues check off and the proceeds thereof shall not be allowed to any Exclusive Representative that has lost its right to dues check off pursuant to PELRA. Upon receipt of a properly executed authorization card 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 Union in nine (9) equal installments, beginning with the first pay period in October. In addition, local dues will be deducted in two (2) equal installments, one in October and one in April.~~

Any member of the bargaining unit may authorize the District to deduct from their pay the amount of dues charged by the union. This authorization must be in writing and forwarded to the Payroll Office not less than two (2) weeks before the payday when it is to become effective. The District agrees to implement all the terms of dues-checkoff authorizations submitted to the District by the Union and agreed to by the Employee.

The Employer shall adhere to the specific provisions in each dues check-off authorization regarding the duration, renewal, procedure for revocation, amount of dues deducted, and all other provisions agreed to by the employee as stated in the authorization.

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

Any bargaining unit member, or new hire who has applied for membership in the bargaining unit, authorizes the school district to deduct one ninth (1/9) of such dues from the regular pay check of the bargaining unit member for each pay period for 9 consecutive pay periods. The deductions will begin the first pay period on or after October 15. For bargaining unit members employed after the commencement of each school year, deductions of dues shall be made by the School District. The dues will be deducted equally between existing pay periods between the date of the bargaining unit members first pay date and June 15.

The Exclusive Representative hereby warrants and covenants that it will defend, indemnify and hold the School District harmless from actions, suits, claims, damages, judgments and executions or other forms of liability, liquidated or unliquidated, including attorneys' fees, which any person may have or claim to have now or in the future arising out of or by reason of the deduction of dues from the employee's paycheck specified by the Exclusive Representative as provided therein.

Section 10. Meet and Confer The Exclusive Representative and the District recognize the importance of communications in maintaining good relationships and agree to meet for the purpose of discussing issues.

ARTICLE VI
RATES OF PAY

Section 1. Classifications Employees represented by the Exclusive Representative herein shall be employed in classifications as shown on the salary schedule attached.

The rates of pay within classifications listed shall be itemized by the schedule attached hereto as an addendum, and increases in pay shall result from movement from step to step within the classification.

The District reserves the right to withhold an increment from an individual employee when the District can provide documented evidence of poor performance.

Section 2. Advancing in Classification Employees transferred from one classification to another higher classification as provided in Section 1 of this article, shall move to the same step presently occupied within the classification to which such employee is transferred.

Section 3. Employee Expenses Uniform allowance for custodians shall be $200.00 per year.

Section 4. Extracurricular Pay Pay for working extracurricular events after the contractual duty day shall be ~~consistent with school district policy and practice.~~ an employee's hourly wage plus an additional two (2) dollars per hour, provided the employee is not already receiving additional compensation. Paraprofessionals shall be offered to work events on a voluntary basis. If no volunteers are available, the District reserves the right to assign a paraprofessional to attend and work the event.

Section 5. Substitutes Substitutes who are members of the bargaining unit will be paid at a rate not less than what they are currently making.

Section 6. Callbacks

A. An employee called in to work during non-work hours (10 PM-5 AM) shall be guaranteed a minimum of two (2) hours of pay and mileage to and from home.
B. Weekend building checks and weekend call as required by the District will be reimbursed at **$150.00** per weekend (not to exceed 3 hours). If more than 3 hours are worked, those hours will be clocked in and clock out
C. Holiday building checks and holiday call not on a weekend as required by the District will be reimbursed at the rate of $100.00 per day.
D. Any employee required to work at a scheduled event on one of the paid nine holidays in Article X, Section 1 shall receive regular holiday pay **as defined in Article VI, Section 6 (C), plus 1.5 times their base pay.**

Section 7. Rates of Pay The rates of pay within a classification shall be for a period covering July 1, 2024 to June 30, 2026 for all full-time and part-time employees. The rates of pay are reflected in Salary Schedules A and B of Appendix 1 attached to this Agreement. Step movement within any classification shall occur on July 1 of any given year. Paraprofessionals working with students that require diapering, menstrual needs, personal care that involves bodily fluids, or that are in pull-ups will be paid an additional $1.25 above their base wage only during

hours when assigned to work with students needing this assistance. The need for assistance will be determined by administration based on the frequency of occurrence.

Section 8. Compensation/Standard Method of Pay Employees shall be paid once monthly.

Section 9. Shift Differential An employee who begins their work shift at 2:00 p.m. or after 2:00 p.m. shall be entitled to additional compensation of seventy-five (75) cents per hour as shift differential for that shift. An employee working these hours shall receive shift differential from September 1st through May 31st even though there may be occasional days when an employee will begin work before 2:00 p.m.

Section 10. Longevity Pay An employee shall receive longevity pay each year as follows: $1000 starting at the beginning of the 15th consecutive year of employment in the District, and $1500 starting at the beginning of the 25th consecutive year of employment in the District.

ARTICLE VII
SENIORITY/LAYOFF/RECALL

Section 1. Seniority Seniority, as it pertains to the bargaining unit members, and for the purpose of this Agreement, shall be defined as follows: Continuous service in the Hayfield Community School District with the date of record being the most recent hire date within the employee's classification. Employees shall acquire seniority upon completion of the probationary period and, upon acquiring seniority, the seniority date shall relate back to the first date of service. If more than one employee commences work on the same date, seniority ranking for such employees shall be at the discretion of the school district. A seniority list shall be posted in each building by October 1 of each year. A copy shall be provided to the Exclusive Representative.

Seniority shall terminate when an employee retires, resigns, or is discharged.

Section 2. Lay Off

Subd. A. The District will recognize seniority rights as well as employee qualifications as to the order of layoff and recall within classifications. In the event it is determined by the School Board that it is necessary to reduce the work force, the administration will recommend which position(s) will be eliminated.

Subd. B. The person(s) in an eliminated position shall then have the option to bump the least senior person in the same classification, if properly qualified as determined by the District. Employees with two (2) years of continuous service with the District laid off by this process may request to be placed on a recall list. The employee must make the request in writing within ten (10) days of notification of layoff. Employees will remain on a recall list for a period of one (1) year from the date of the employee request.

Section 3. Recall The bargaining unit member on recall would be entitled to the first open position in the employee's classification that the employee is qualified for as determined by

the District. The employee is required to return to an open position upon written notification to the employee by the District. Failure of the employee to respond to the District's written notice within fourteen (14) days of the mailing of the notice by the District results in the employee losing all recall rights pursuant to the Agreement and the employee's name will be removed from the recall list. It is the responsibility of the employee to provide the District with the employee's current address as well as any changes thereto during the time that the employee's name remains on the recall list.

ARTICLE VIII
HOSPITALIZATION INSURANCE

Section 1. Group Insurance The District will provide a contribution during the term of this Agreement for each full-time employee toward family coverage to an employee with dependents for major medical insurance, and contribute yearly toward the premium of major medical insurance for each individual employee. The rate of the District contribution during the term of this Agreement will be adjusted as per the Master Agreement with HEA. Any employee may participate in the District's group health insurance at their own expense and at no cost to the District.

In addition, all employees who are scheduled to work 1,515 hours or more will receive the same major medical insurance benefit as full time employees and will retain that major medical insurance benefit as long as they maintain their current level/hours of employment or if their current level/hours of employment are involuntarily reduced by the District. The District shall contribute toward the district health care plan, a monthly amount that is the greater of either ~~$516.96~~ $550.00, or the amount that meets the Affordable Care Act (ACA) affordability threshold for all persons employed and considered full-time by definition of the ACA (currently an average of at least 30 hours per week for more than 120 days in a year). The payment of monthly premiums for employees eligible for coverage under the ACA will remain in effect as long it is required by law. In the event of a federal or state legislative policy change and/or the repeal of the ACA, this monthly contribution will no longer apply.

Section 2. Long-Term Disability The School District shall provide for full-time employees long-term disability coverage, paid in full by the District.

Section 3. Life Insurance The School District shall provide for full-time employees a $20,000.00 term life insurance policy.

Section 4. Claims Against the School District It is understood that the School Board's only obligation is to provide an insurance policy and pay such amounts as agreed to herein and no claim shall be made against the District as a result of a denial of insurance benefits by an insurance carrier.

Section 5. Duration of Insurance Contribution An employee is eligible for District contributions as provided in this Article as long as the employee is employed by the District. Upon termination of employment, all District contributions shall cease effective on the last working day. However, District contributions toward insurance coverage for any employee who has completed the normal work year for which they were employed shall continue through the

last day of June following the date of termination. The employee, however, has the right to maintain coverage as per law.

ARTICLE IX
LEAVES OF ABSENCE

Section 1. Sick Leave Returning full-time employees shall be frontloaded fifteen (15) days of sick leave on July 1 of each year ~~earn sick leave at a rate of five (5) days per month for the first three (3) months of employment and thereafter up to fifteen (15) days each year~~ accumulative to one hundred eighty (180) days. Part-time employees (employees working less than 1,850 hours a year) shall be frontloaded nine (9) days of sick leave on July 1 of each year ~~will receive sick leave at a rate of nine (9) days per year~~ accumulative to one hundred (100) days.

~~Employees beginning employment on July 1 and before January 1 will be granted all of their eligible sick leave for the remainder of the contract year. Employees beginning employment on January 1 through April 1 will be granted half of their eligible sick leave for the remainder of the contract year. Employees beginning employment after April 1 will be granted one-fourth of their eligible sick leave for the remainder of the contract year~~. All employees whose start date falls after the standard start date for their job classification shall have sick leave time pro-rated for the remainder of the school year. Sick leave shall adhere to the provisions of Earned Sick and Safe Time, MN Statutes 181.9445-181.9448.

If an employee resigns from employment before the end of a contract year, the employee shall only be eligible for a pro-rata credit for sick leave earned. In the event that the employee would have a negative balance after the pro-rate of the current year's earnings, such employee shall have a pro-rated adjustment on the employee's final payroll check with the exception of an employee who has experienced a catastrophic illness or injury.

Sick leave shall be used for personal illness or illness of ~~child (which includes stepchild, biological, adopted, and foster children) or spouse. Up to five (5) days of sick leave per year may be used for the care of a parent or grandchild. In addition, employees who have worked 12 months or more for the district can use up to 20 days per year of the employee's sick leave as sick or safety leave as per Minnesota Statute section 181.943 for an adult child, spouse, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or step-parent provided the employee has unused sick time at the time of such absence. In the event the employee does not complete the years of service and has used advanced sick leave, the employee's last paycheck will be deducted equal to the advanced sick leave used.~~ a family member, defined by Minnesota Statute 181.9445 Subd. 5.

The following positions receive one (1) day of sick leave for each month of the current ten/eleven (10/11) month position with an accumulation of sick leave up to one hundred fifteen (115) days. Provided these positions maintain an employment of ten/eleven (10/11) months, the employees in these positions will maintain their current sick leave benefits. These positions are:

High School Secretary, Hayfield Elementary Secretary, and High School SPED/MARSS/Counseling Secretary.

Section 2.. Sick Leave Buyout Beginning in 2014-2015, every third (3rd) year, an employee may trade in ten (10) sick days for the use of one (1) personal day. A minimum of 75 days for part-time employees, 85 days for 10/11 month employees, and 135 for full time employees, are required in order to participate.

Section 3. Sick Leave Bank

Catastrophic Illness - The school district and ESP members recognize that occasions may arise when ESP members may deplete the usual sick leave benefits available to them, due to their own or an immediate family member's catastrophic illness or accident.

Eligibility - An ESP member may be eligible to receive donated leave only after the employee has exhausted the sick leave and personal leave, which they were entitled to use. In order to receive donated leave an employee must file a request with the superintendent.

Establish Purpose/Need - A leave recipient may only use the donated days for the purpose for which the leave was approved and only for the time lost from scheduled work hours. The employee may be required to submit documentation to establish need and the length of time for which the leave is needed.

Voluntary Pledge- When need has been established, a pledge program will be put into place whereby fellow employees may voluntarily pledge one (1) day of paid personal leave to the employee with the need. Employees wishing to donate a day of paid personal leave shall complete and sign a pledge sheet, which will be filed with the superintendent. The leave will be deducted from the donor's balance of personal leave and credited to the record of the employee in need.

School District Match - The school district will match each day of paid personal leave donated by ESP members up to 35 days. This will create two (2) days of sick leave for each day of paid personal leave donated by ESP members for a maximum of 70 days. If donations exceed 35 days, the number of days over 35 will not be matched but will go into the sick leave bank.

Unused Days - Any unused sick leave bank days will be carried over for future established needs. A record of unused days will be available in the District Office.

Anonymity - All pledges will remain anonymous and information relating to this program shall be handled in accordance with Government Data Practices Act M.S. 13.43, Subd 2.

Section 4. Personal Time Off ~~Upon request,~~ Full-time employees will be granted three (3) days of personal time off (PTO) per year. Part-time employees are eligible for two and a half (2.5) personal days off per year. Part-time employees with seven (7) or more years of service to the district will be eligible for three and a half (3.5) personal days off per year. "Personal days" for part-time employees are paid at the prorated level of employment.

~~Employees beginning employment on July 1 and before January 1 will be granted all of their eligible personal time off for the remainder of the contract year. Employees beginning employment on January 1 through April 1 will be granted half of their eligible personal time off~~

~~for the remainder of the contract year. Employees beginning employment after April 1 will be granted one-fourth of their eligible personal time off for the remainder of the contract year.~~

All employees whose start date falls after the standard start date for their job classification shall have their personal time off (PTO) pro-rated for the remainder of the school year.

Such leaves must be submitted as a formal request no less than three (3) days prior to the first date of the requested leave. Exceptions to the three (3) day prior notice would include personal or family emergencies.

The following positions currently receive three (3) days of personal time off for each school year and will retain that level of personal leave provided the position maintains ten (10) month position with the District. These positions are: High School Secretary, Hayfield Elementary Secretary, and High School Counseling Secretary.

No employees may take personal time off the last week, full or partial of student contact days at the conclusion of the school year.

An employee may carry over up to two (2) personal days to the next school year. At no time will the accumulated days exceed five (5) total days. ~~Notification of intent to carry over unused personal days must be submitted in writing to the district office by May 20.~~

No employee will be allowed to take more than one (1) personal day without pay. ~~starting with the 2011-12 school year.~~ No employee will be allowed to take a personal day without pay if he/she has unused personal days that have not been utilized.

A maximum of two (2) paras in the high school and two (2) paras in Hayfield Elementary may take their PTO leave, paid or unpaid, on a given day. One additional PTO day will be granted in each building if the school district can find a substitute for that day.

Section 5. Childcare/Disability Leaves Childcare (maternity)/disability leave shall be afforded in accordance with District practices and applicable laws.

Section 6. Jury Duty An employee of the District required to serve on a jury shall request a deferment of the term to a school vacation. Employees who are not granted deferment will be permitted time off with full salary, contingent upon the employee paying the District any fee or stipends received, minus expenses allowed.

Section 7. Election Judge With prior notification to the District, an employee who chooses to be an Election Judge for a primary or regular election will be permitted time off with full salary, after subtracting any salary or stipends received for the Election Judge duties.

Section 8. Workers' Compensation As a result of the compensable injury under the provisions of the Workers' Compensation Act, the School District will pay the employee the difference between the compensation received pursuant to the Workers' Compensation Act and the employee's regular rate of pay to the extent of the employee's earned accrual of sick leave and/or vacation pay. Employees must report all injuries promptly, and must file a completed accident report.

Section 9. Bereavement Leave When a death in an employee's family occurs, the amount of paid time off to attend the funeral is allocated according to the relationship of the deceased person. Up to eight (8) sick leave days are allowed for the funeral of a child or spouse. Up to five (5) sick leave days are allowed for the funeral of a mother, father, brother or sister. Up to three (3) days of sick leave are allowed for the funeral of a grandchild, son-in-law, daughter-in-law, grandfather, grandmother, mother-in-law, father-in-law, grandparent-in-law, sister-in-law and brother-in-law, and one (1) sick day for aunts, uncles, nieces and nephews of the employee and his or her spouse. One (1) sick day may also be granted in such case that the employee may be requested to participate in a funeral in a non-compensatory manner. The Superintendent may grant the use of additional sick leave days at the Superintendent's sole discretion. Employees attending funerals for persons other than those listed above must use personal time off or leave without pay.

Section 10. Exclusive Representative Leave At the beginning of each school year, the Exclusive Representative shall be credited with three (3) unpaid days to be used at the discretion of the Exclusive Representative. The Exclusive Representative shall also be credited with an additional three (3) unpaid days to be used by the Exclusive Representative for mediation and arbitration sessions related to the negotiations process. The Exclusive Representative agrees to notify the Superintendent at least two (2) working days in advance of the intended use of this leave, except in emergencies.

Section 11. Unpaid Leave of Absence Upon prior application and approval of the School Board, an unpaid leave of absence for up to one (1) year may be granted to an employee.

Benefits to which an employee was entitled at the time the employee's leave of absence commenced, including seniority, unused accumulated sick leave, and position on the salary schedule, shall be restored to the employee upon return.

Upon return from such leave, the employee shall be returned to the same or similar position the employee left at the time of the approved leave.

The employee must notify the school district by March 1 during the leave of absence if he/she plans on returning to his/her former position. If the employee fails to notify the school district by March 1, he/she will automatically forfeit his/her right to his/her former position.

ARTICLE X
HOLIDAYS AND VACATION

Section 1. Holidays There shall be ~~nine (9) holidays~~ ten (10) holidays during the course of the fiscal year for full-time employees working twelve (12) months:

1. New Year's Day
2. Good Friday
3. Memorial Day
4. Juneteenth
5. Independence Day
6. Labor Day
7. Thanksgiving

8. Day After Thanksgiving
9. Christmas Day
10. President's Day (if observed)

The District retains the right to reschedule a holiday if school is in session.

Section 2. Vacation Upon employment, employees will be eligible for vacation. Employees beginning employment on July 1 and before January 1 will be granted all of their eligible vacation leave for the remainder of the contract year. Employees beginning employment on January 1 and through April 1 will be granted half of their eligible vacation leave for the remainder of the contract year. Employees beginning employment after April 1 will be granted one-fourth of their eligible vacation leave for the remainder of the contract year.

For employees hired after July 1, 2016, if an employee resigns from employment before the end of any fiscal year, the employee shall only be eligible for a pro-rata credit for vacation leave earned provided such employee provides the School District with at least two (2) weeks' advance notice of the resignation date. In the event that the employee would have a negative balance after the pro-rate of the current year's earnings, such employee shall have a pro-rated adjustment on the employee's final payroll check.

Vacation time is calculated annually at the start of each fiscal year on July 1.

All full-time employees shall be entitled to paid vacations as follows:

Years of Service	Vacation Amount
0 to 7	Two (2) weeks = Ten (10) working days
8 to 15	Three (3) weeks = Fifteen (15) working days
16 to 25	One (1) day for each year, up to a maximum of twenty (20) working days
26 or more	One and one-fourth (1 ¼) days for each year up to a maximum of twenty-five (25) working days

Unused vacation must be taken within six (6) months after the current contract year in which it is earned. Unless an emergency occurs, vacation leave requests must be submitted in writing and approved at least five (5) days in advance by the Superintendent or the Superintendent's designee. When school is not in session, vacation must have prior approval by the head of buildings, with notification by email in advance to the Superintendent or the Superintendent's designee.

ARTICLE XI
RETIREMENT

Section 1. Eligibility Employees with fifteen (15) years of service to the District and who are at least fifty-five (55) years of age, or employees who qualify for district retirement under the rule of 90 as prescribed by PERA, shall be eligible for severance pay upon submission of a written resignation accepted by the School Board.

Section 2. Payment of Severance Benefit The employee, upon retirement, shall receive the amount obtained by multiplying seventy-five percent (75%) of the employee's unused number of sick leave days, up to a maximum of 150 days, times the employee's daily rate of pay. The employer will contribute 100% of the severance into the Minnesota Post Retirement Health Care Savings Plan (PRHCSP) established under Minnesota Statutes, Section 352.98 (Minn. Supp. 2001) and as outlined in the Minnesota State Retirement System's Trust and Plan Documents.

The severance pay will be reduced by any 403(b) matching amount the employee was eligible for under Article XII, Section 2, but did not receive. This amount will be paid by the employer directly into the employee's 403(b) account upon retirement.

Severance pay shall be paid out in two (2) equal payments commencing on June 20 of the current contract year, and the second payment on January 20 of the following year.

If the total severance amount owed by the district to the employee is less than $1,000, the district will pay the employee directly rather than deposit it into a health care savings plan. The payout of severance in the amount of less than $1000 shall be paid on June 20 of the current contract year.

Section 3. Retiree Health Insurance Employees who retire shall be eligible to remain in the existing insurance group as per Minnesota State and Federal Regulations, but shall be responsible for their own premiums.

ARTICLE XII
MISCELLANEOUS PROVISIONS

Section 1. Notification of Vacancy When a new position or position vacancy occurs within the bargaining unit, the position opening shall be posted internally for a period of five (5) calendar days in each building before seeking external applications. If the position vacancy occurs during the summer months, the vacancy notice will be emailed to all employees who have voluntarily submitted an email address, and the district will wait for a period of five (5) calendar days after the email is sent before seeking external applications. Said postings shall include job classification, number of hours and weeks, and the building originally assigned.

Section 2. Deferred Compensation ~~Effective with the start of the 2004-2005 school year,~~ The District shall make a contribution to a State approved 403(b) matching plan in accordance with Minnesota Statute 356.24 as amended. Employees will be eligible for match amounts as indicated ~~beginning July 1, 2024~~:

~~Years of Service~~	~~Part-time Match Amount~~	~~Full-time Match Amount~~
~~2-5~~	~~$500~~	~~$500~~
~~6-9~~	~~$575~~	~~$625~~
~~10-14~~	~~$625~~	~~$675~~
~~15-19~~	~~$700~~	~~$750~~
~~20+~~	~~$750~~	~~$800~~

Years of Service Employee	District Match Amount

Is Starting in the District	
0-3	$0
4-7	$500
8-11	$750
12-15	$1000
16-19	$1250
20+	$2000

An employee must notify the District Business Office in writing of intention to participate in or increase participation amount in the plan by May 1 of each year. Unless otherwise notified, the District shall continue the participation at the specified amount. Any retirement severance owed to an employee shall be reduced by the amount of matching dollars paid by the District to the employee over the employee's career, subject to the language provisions provided for in Article XI, Section 2.

Section 3. Custodian Boiler licenses:

Subd. 1. Boiler License: The School District shall pay the cost of renewal for a boiler license each year when the School District requires the employee to maintain a boiler license as a requirement for his/her job.

Subd. 2. New Employee Licensure: If required by the district, new custodial employees shall attain their special boiler license. A new employee failing to acquire the special boiler license within a reasonable time dependent upon when training is offered, shall immediately be terminated. The School District shall pay the entire cost of maintaining and upgrading boiler licenses as required to perform the job safely and within government regulated guidelines. The School District will pay the cost of classes for the initial license, the mileage and IRS rates to get to the class site and return, and the initial license.

ARTICLE XIII
HOURS OF SERVICE

Section 1. Full-time Employees A full-time employee for purposes of this Agreement is an employee that works 1,850 hours per year.

Section 2. Part-Time Employees A part-time employee for purposes of this Agreement is an employee that works less than 1,850 hours per year.

Section 3. Emergency Closings For all full day closures, not required to be made up by the district, employees may choose to use a personal day or take the day as an unpaid day. Paraprofessionals and Secretaries who report to work will be paid their full daily rate of pay for partial days with early out closures.

Section 4. Basic Work Day and Basic Work Week The basic work day shall be no more than 8 hours. The basic work week shall be no more than 40 hours.

The basic work day may be altered to be no more than ten (10) hours during days on which school is not in session as long as the number of hours worked in the week does not exceed forty (40).

Employees working beyond the basic work day shall be compensated at one and one-half (1.5) times their base wage only if the total number of hours worked in the week exceeds forty (40).

Hours of leave as defined in Article IX and hours paid for holidays and vacation as defined in Article X will not be counted toward the Basic Work Day nor the Basic Work Week.

All weekend work on Saturday and/or Sunday will be compensated at one and one-half (1.5) times the base wage.

ARTICLE XIV
GRIEVANCE PROCEDURE

Section 1. Definitions and Interpretations

Subd. A. Days. Reference to days regarding time periods in this procedure shall refer to calendar days.

Subd. B. Computation of Time. In computing a period of time prescribed or allowed by the procedures herein, the date of the misinterpretation or misapplication for which the designated period of time begins shall not be included.

Section 2. Time Limitation and Waiver Grievances shall not be valid for consideration unless the grievance is served in writing as specified herein within fourteen (14) days after the date the first event giving rise to the grievance occurred or fourteen (14) days after the employee or Union, through use of reasonable diligence, should have had knowledge of the occurrence that gave rise to the grievance. Failure to file any grievance within such period shall be deemed a waiver thereof. Failure to appeal a grievance from one level to another within the time period hereafter provided shall constitute a waiver of the grievance. Time limits may be extended through mutual agreement of the parties.

Section 3. Adjustment of Grievance The District and the employee shall attempt to adjust all grievances, which may arise during the course of employment within the District in the following manner:

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

Subd. B. Level II: In the event the grievance is not resolved in Level I, the decision rendered may be appealed to the Superintendent, provided such appeal is made in writing within five (5) days after receipt of the decision in Level I. If a grievance is properly appealed to the Superintendent, the Superintendent 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. C. Level III: In the event the grievance is not resolved in Level II, the decision rendered may be appealed to the School Board, provided such appeal is made in writing within five (5) days after receipt of the decision in Level II. If a grievance is properly appealed to the School Board, the School Board shall set a time to hear the grievance within twenty (20) days after the receipt of the appeal. Within twenty (20) days after the meeting, the School Board shall issue its decision in writing to the parties involved. At the option of the School Board, a committee or representative(s) of the 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. The School Board shall then render its decision.

Section 4. Denial of Grievance Failure by the School Board or its representative to issue a decision within the time periods provided herein shall constitute a denial of the grievance and the employee may appeal it to the next level.

Section 5. Waiver of Level(s) The parties may mutually agree to waive any level(s) in this grievance process and move the consideration of the grievance to a mutually agreed upon higher level. This agreement must be reduced to writing and signed by the Union President and the Superintendent or Superintendent's designee.

Section 6. Grievance Mediation By mutual agreement the parties may submit a grievance to Grievance Mediation through the Bureau of Mediation Services. In the event that mediation is agreed to the timelines for submitting the grievance to arbitration are extended until such time as mediation has been completed. If mediation is not successful in resolving the grievance the timelines will be reinstated as of the last date of the mediation.

Section 7. 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. A. 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 ten (10) days following the decision in the Level III of the grievance procedure.

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

Subd. C. Selection of Arbitrator: Upon the appeal of a grievance to arbitration the union may make a written request, with a copy to the District, to the Commissioner of the Bureau of Mediation Services for a list of potential arbitrators, from which the selection of the arbitrator shall be made. Within thirty (30) days after the receipt of the list the parties shall strike names to determine who will serve as arbitrator in the resolution of the grievance. The grieving party shall make the first strike from the list of arbitrators.

Subd. D. 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 denovo.

Subd. E. 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 PELRA. The arbitrator shall issue a written decision and order including findings of fact. All witnesses shall be sworn upon oath by the arbitrator.

Subd. F. 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 a party. The parties shall share equally fees and expenses of the arbitrator, the cost of the transcript 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. However, the party ordering a copy of such transcript shall pay for such a copy.

Subd. G. Jurisdiction: The arbitrator shall have jurisdiction over disputes or disagreements relating to grievances properly before the arbitrator pursuant to the terms of this agreement. 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 procedures as outlined herein. In considering any issue in dispute, in its order, the arbitrator shall give due consideration to the rights and obligations of the parties, including but not limited to, public school boards obligation to efficiently manage and conduct its operations.

ARTICLE XV
PUBLIC OBLIGATION

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

ARTICLE_XVI
DURATION

Section 1. Term This Agreement shall remain in full force and effect for a period commencing on July 1, 2024, through June 30, 2026, and thereafter consistent with PELRA.

Section 2. Effect This Agreement constitutes the full and complete Agreement between the School Board and the Exclusive Representative. The provisions herein relating to terms and conditions of employment supercede any and all prior Agreements.

Section 3. Finality Any matters relating to the "terms and conditions of employment," whether or not contained in this Agreement, shall not be open for negotiating during the term of this Agreement, except by mutual agreement of the parties.

Section 4. Severability In the event that any provision of this Agreement is or shall at any time be held contrary to law, all other provisions of this Agreement shall continue in effect.

Section 5. Laws

Subd. A. This Agreement is subject to the Public Employment Labor Relations Act and applicable Minnesota and federal laws.

Subd. B. The parties recognize that certain terms and conditions of employment not covered by this Agreement are established by Minnesota and federal laws. This Subdivision B shall not be subject to the grievance procedure as established by Article XIV.

IN WITNESS WHEREOF, the parties hereto cause this Agreement to be signed by their respective representatives, testifying their respective head negotiator and their signatures to be placed hereon, all in the day and year first above written.

Hayfield Community Schools
Educational Support Professionals

BY_____
Team Leader

Date _____

BY_____
Head Negotiator

Date _____

Independent School District No. 203
School Board

BY_____
Chair

Date _____

BY_____
Clerk

Date _____

BY_____
Head Negotiator

Date _____

Salary Schedule 07-01-2024 to 06-30-2025 (3%)				
STEP	B2-3	B3	C1	C4
A	16.00	18.34	18.92	20.26
B	16.30	18.64	19.32	20.73
C	16.52	18.94	19.69	21.20
D	16.84	19.25	20.06	21.64
E	17.06	19.53	20.48	22.07
F	17.36	19.81	20.84	22.52
G	17.56	20.06	21.22	22.95
H	17.83	20.29	21.52	23.34
I	18.01	20.62	21.92	23.75
J	18.19	20.80	22.06	23.91
K	18.57	21.20	22.48	24.27
L	19.50	22.11	23.45	25.24
M	19.90	22.52	23.84	25.65
N	20.65	23.25	24.59	26.42
O	21.37	23.97	25.31	27.14
P	22.09	24.69	26.03	27.86
Q	22.81	25.41	26.75	28.58
R	23.54	26.13	27.47	29.41

Salary Schedule 07-01-2025 to 06-30-2026 (4%)

STEP	B2-3	B3	C1	C4
A	16.64	19.08	19.68	21.07
B	16.96	19.39	20.10	21.56
C	17.18	19.70	20.48	22.05
D	17.51	20.02	20.87	22.51
E	17.74	20.31	21.30	22.96
F	18.05	20.60	21.67	23.42
G	18.26	20.87	22.07	23.87
H	18.54	21.10	22.38	24.27
I	18.74	21.45	22.80	24.70
J	18.92	21.63	22.95	24.86
K	19.31	22.05	23.38	25.24
L	20.28	23.00	24.39	26.24
M	20.70	23.42	24.80	26.67
N	21.48	24.18	25.57	27.48
O	22.23	24.93	26.32	28.23
P	22.98	25.68	27.07	28.98
Q	23.73	26.43	27.82	29.73
R	24.48	27.18	28.57	30.58