AGREEMENT
BETWEEN
INDEPENDENT SCHOOL DISTRICT NO. 2168
NRHEG PUBLIC SCHOOLS-
NEW RICHLAND, MINNESOTA

AND

THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, COUNCIL 65, AFL-CIO
LOCAL UNION NO. 2438

July 1, 2026 – June 30, 2028

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AGREEMENT

ARTICLE I
PURPOSE

This agreement, entered into between the School Board of Independent School District No. 2168 NRHEG, hereinafter referred to as the School Board, and the American Federation of State, County and Municipal Employees, AFL-CIO Local Union 2438, hereinafter referred to as the Union, pursuant to and in compliance with the Public Employment Labor Relations Act of 1971 as amended, hereinafter referred to as P.E.L.R.A., provides the terms and conditions of employment for custodians, cooks and clerical.

ARTICLE II
RECOGNITION OF EXCLUSIVE REPRESENTATION

Section 1.
The Board recognizes Local 2438, American Federation of State, County and Municipal Employees, AFL-CIO, as the exclusive representatives for collective bargaining purposes for employees of Independent School District No. 2168, New Richland, Minnesota in the classifications of Cafeteria Worker, Cook, Custodian, and Secretary, who are public employees within the meaning of Minn. Stat. 179A.93, subd. 14, excluding supervisory, confidential, and all other employees, as per BMS Case No. 95-PCE 20, dated November 9, 1994.

Section 2.
The Board shall not enter into any agreement with the employees coming under the jurisdiction of this Agreement, either individually or collectively, which in any way conflicts with the terms and conditions of this Agreement. No Discrimination shall be exercised against any employee because of union membership or because of race, creed, sex, color, religious or political belief, or on any other basis prohibited by law.

Section 3.
Bargaining Unit Information: The District shall provide the exclusive representative with bargaining unit employee information and notices in accordance with Minnesota Statutes, section 179A.07, subdivision 8, as amended.

ARTICLE III
DEFINITIONS

Section 1. Terms and Condition of Employment: The "terms and condition of employment" means the hours of employment and the compensation, therefore, including fringe benefits except for retirement contributions or benefits other than employer payment of, or contributions to, premiums for group insurance coverage for retired employees or severance pay, and the employer's personnel policies affecting the working conditions of the employees. "Terms and conditions of employment" is subject to the provisions of P.E.L.R.A.

Section 2. Description of Appropriate Unit: For purposes of this Agreement, the term American Federation of State, County and Municipal Employees, AFL-CIO Local Union No. 2438, shall mean all persons in the appropriate unit employed by the school district is such classifications excluding the following: confidential employees, supervisory employee, essential employees, part-time employees whose services do not exceed the lesser of 14 hours per week or 35 percent of the normal work week in the employees bargaining unit, employees who hold positions of temporary or seasonal character for a period not in excess of 67 working days in any calendar year unless those positions have already been filled in the same calendar year and the cumulative number of days in the same position by all employees exceeds 67 calendar days in that year and emergency 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 defined in P.E.L.R.A.

ARTICLE IV
SCHOOL DISTRICT RIGHTS

Section 1. Managerial Rights: The Exclusive Representative recognizes that the School Board has the responsibility to manage the affairs of the School District on behalf of the public. The School Board has the responsibility to direct the activities and operations that pertain to the terms and conditions of employment in conformity with the provisions of the Agreement.

Section 2. Reservation of Managerial Rights: The foregoing enumeration of rights and duties shall not be deemed to exclude other inherent managerial rights and management functions not expressly reserved herein.

ARTICLE V
UNION SECURITY

Section 1. Dues Deduction: The Employer shall deduct an amount sufficient to provide the payment of regular dues and/or other Union-approved deductions established by the Union from the wages of all employees authorizing, in writing, such deduction on a form mutually agreed upon by the Employer and Union, and the deduction of dues shall commence thirty (30) working days after initial employment with the School District.

Section 1a.
The Employer shall remit such a deduction to AFSCME Council 65 (3335 West Germain Street, Suite 107 St. Cloud 56301 with a list of names of the employees from whose wages deductions were made along with other pertinent employee information, preferably in an Excel Formatted report that may be electronically transmitted or by U.S. Mail.

Sections 1b.
The Union shall provide the formula to calculate the actual dues deduction to the employer and is willing to provide a spreadsheet that can be used to calculate the actual dues along with any set amount for local assessments in an electronic Excel format or via the U.S. Mail.

Sections 2. Posted Notices: The Employer shall make space available on the employee bulletin board, located in the staff lounge at Ellendale and the staff lounge at New Richland, for posting Union Notice(s) and announcement(s).

Section 3. Indemnification: The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders, or judgments brought or issued against the Employer as a result of any action taken or not taken by the Employer under the provisions of this Article.
Section 4. Access to Personnel File: If an employee wishes to review his/her District personnel file, a request shall be made to the immediate supervisor, who will schedule the review of the file. The member shall have the right to reproduce any contents of the file at the member's expense and to submit written information in response to any materials contained therein for inclusion in the file. The School District may destroy such files as provided by law.

Section 5. Stewards: The Union may designate employees in the bargaining unit to act as stewards and/or alternates and shall inform the employer in writing of such choices and changes in the positions of stewards and/or alternates. Stewards shall be allowed reasonable time to transmit messages that have originated with and are authorized by the Union so long as the transmission of said messages does not interfere with their regular work assignment. Union stewards shall be notified of all new hires.

ARTICLE VI
RATES OF PAY

Section 1. Rates of Pay:

Subd. 1. The wages and salaries reflected in Schedule A, attached hereto, shall be a part of the Agreement for the period commencing July 1, 2026, to June 30th, 2028.

Subd. 2. During the duration of this Agreement, advancement of any salary schedule shall be subject to the terms of this Agreement. In the event a successor Agreement is not entered into prior to the expiration of this Agreement, an employee shall be compensated according to the current rate until a successor Agreement is entered into.

Subd. 3. An individual employee's salary advancement is subject to an employee having satisfactory performance. An action withholding a salary increase shall be subject to the grievance procedure. If a new Agreement is not reached by the expired contract date, no step advancement will be made until a new Agreement is settled for those entitled to a step increase.

Subd. 4. After their tenth continuous year of employment in the district, union members will receive an annual longevity stipend of $500 in their final paycheck of that year. A year of service is defined as working one day more than half of the contract days per contract year.

Subd. 5. The District will provide a $100 uniform allowance for all kitchen staff for required non-slip shoes and uniform purchases.

Subd. 6 The District will provide three (3) uniform shirts annually to the custodial staff as part of the required daily uniform.

The District will provide three (3) uniform t-shirts annually to the kitchen staff as part of the required daily uniform.

Five (5) shirts will be provided to new custodians and kitchen staff upon hire. Three (3) shirts will be provided annually thereafter.

ARTICLE VII
INSURANCE

Section 1. Insurance Carrier: The selection of the insurance carrier shall be made by the School District as provided by law. If a committee is established to review the insurance coverage, the AFSCME Bargaining Unit will have representation on the committee.

Section 2.Health and Hospitalization: - The District shall pay up to $7,180 toward the single premium and up to $8,684 toward the non-single premium for health insurance coverage for each full-time employee and a proportionally adjusted amount for each part-time employee employed by the School District who qualifies for and is enrolled in the School District's Individual Coverage Health Reimbursement Arrangement Plan (ICHRA).

If an employee elects district health insurance coverage, a VEBA or HSA annual contribution of $2,000 for single and $4,000 for non-single will be made in 12 monthly installments to the employee's savings plan. The total District annual contribution for premium and VEBA/HSA contribution is $9,180 for single and $12,684 for non-single.

Section 3. Life Insurance: Employees will be afforded a $35,000 Term Life Insurance Policy.

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

Section 5. Duration of Insurance Contribution: An employee is eligible for school district contribution as provided in this Article as long as the employee is employed by the school district. Upon termination of employment, all contributions shall cease; however, employees who retire pursuant to the severance pay provisions of the agreement may pay the membership premium and remain members of the group until they reach the age of 65.

Section 6. Eligibility: Eligibility benefits provided in this article are designed for full-time employees and shall apply to part-time employees on a prorated basis. Part-time employees who are employed an average of at least 30 hours per week and 175 days in a school year shall be eligible for partial benefits proportional to the extent of their employment. All eligibility is subject to the limitations of the Insurance Carrier and the provisions of the law.

Section 7. Long-Term Disability: A group long-term disability insurance policy shall be made available to all employees. The Board shall select the carrier. Employees, through monthly payroll deduction, will pay for their own insurance, which must remain as select group insurance. The District will compensate each employee the cost of his or her premium. All employees will be required to be members of the group.

ARTICLE VIII
TAX-SHELTERED ANNUITY/SEVERANCE

Section 1.
Matched Plan: The school district will maintain a matching program to a 403 (b) tax-sheltered annuity. All full-time School District employees beginning their fourth (4th) year of employment in the school district are eligible to participate in the matching program. For part-time employees, a prorated amount shall be contributed.

Section 1a. The plan year will extend from September 1 through August 31st.

Section 2. Severance plan phase out: All School District employees employed after January 1, 2009, do not qualify and shall not be eligible for severance pay under Article XVIII, Section 6 of this Agreement. Such employees shall only be eligible to participate in the school district's 403 (b) annuity matching program. The school district shall make the matching contributions to such program in the maximum amount as set forth in Sub 3 below.

Section 2a.
Option to elect "old Severance Pay": Employees who were hired prior to January 1, 2009, who chose the "Old Severance Pay" (Article XVIII, Section 6) provisions instead of the 403 (b) Match Plan will not receive the District's annual match. The Employee's choice of either the "Old Severance Pay" or the 403 (b) Matched Plan was an irrevocable election made at the time of the 2009 election.

Section 3. Employee Match: Eligible employees must elect to participate in the 403 (b) annuity matching program pursuant to the annuity plan requirements between April 1 –

April 30 prior to the plan year. The school district's matching contribution to employees who have been employed a minimum of three (3) years in the district:

Full years of service in the district	Annual maximum matching con
0-3	$0
4-10	$250
11-20	$400
21+	$700

Maximum annual contribution $700
Maximum career School District $12,000

a. Annual Contribution: The School District will make the foregoing matching contribution to an employee's 403(b) annuity account only if the employee's annual contribution is $250 or more. The school district's matching contribution will be dollar for dollar up to the annual maximum match set forth above. The annual limit on the amount an individual employee may contribute to his/her 403(b) annuity account shall be governed by the applicable sections of the Internal Revenue Code and the regulations promulgated thereunder.

Section 4. Selection of Provider: The selection of the Provider and number of Providers of the deferred compensation plan shall be made by the School District as may be provided by law.

Section 5. Election: Eligible employees must make applications for participation in the 403(b) annuity matching program as agreed between the School District and the Association for the duration of this agreement. In each subsequent year, an eligible employee must make an application for participation between April 1 – April 30 prior to the plan year.

Section 5a.
Once the election to participate in the 403(b) annuity matching program is made, the eligible employee shall indicate which of the providers he/she has selected and authorized the district to withhold his/her matching contribution. The employee's annual contribution is divided and withheld over the pay periods for the plan year. The district's annual contribution is paid on the same basis.

Section 6. "Old Severance Pay": Employees hired prior to January 1, 2009, may elect not to participate in the 403(b) match and would continue under the following plan: Upon resignation after a minimum of ten (10) years of continuous service, employees

shall be compensated in cash for 35% of their unused sick leave. Payment to be made in two equal installments to the employee's VEBA account.

ARTICLE IX
HOURS OF WORK

Section 1. Work Schedule:
Subd. 1. The normal hours of work for all full-time employees shall be 40 hours per week.

Subd. 2. All employees will be assigned starting time, shifts, length of day, and length of year of employment as determined by the School District on or before September 1 of each year.

Subd. 3. At least one week's notice will be given to the employee when a work schedule is changed.

Section 2. Overtime/Extra Hours Worked/License Reimbursement:
Subd. 1. Overtime must have prior approval from the Principal or Superintendent unless in the case of an emergency.

Subd. 2. All hours worked in excess of 40 hours per week shall be credited as overtime hours.

Subd. 3. Compensation for all overtime hours will be made at each pay period.

Subd. 4. Overtime must be approved by the Building Principal or designee in advance of any overtime hours being worked. If any employee wishes to take their overtime in compensatory time, it must be taken within eight (8) weeks from the pay period it occurred, with approval of the School District.

Subd. 5. Building Checks (planned): Custodians shall be paid a minimum of two (2) hours total for the weekend of additional pay at the appropriate rate for each weekend (Saturday & Sunday) they perform building/boiler checks.

Subd. 6. Unplanned Building Response or Call Outs: For each emergency call responded to, the custodian is paid a minimum of three (3) hours at the appropriate rate of pay.

Subd. 7. If the District requires an employee to hold/carry a boiler license, the District shall pay the Boiler License renewal fee.

ARTICLE X
HOLIDAYS/VACATIONS

Section 1.
Holidays: All employees shall receive the following holidays with pay if the holiday occurs during their regularly scheduled contract year.

New Year's Day	July 4th
Good Friday	Labor Day
Memorial Day	Thanksgiving Day
Juneteenth	Thanksgiving Friday
	Christmas Day

If a holiday occurs on a Saturday, Friday will be observed and if it falls on a Sunday, Monday will be the observed holiday. If school is in session, Good Friday will become a floating Holiday.

Holiday pay will be for hours an employee is regularly scheduled to work.

Section 2. Vacations Allocation:

Subd. 1. Any employee who is employed 40 hours per week twelve months per year shall be granted the following vacations:

1st year	5 days
2 through 7 years	10 days
8 through 12 years	15 days
13 through 16 years	17 days
16+ years	20 days

Subd. 2. All non-12 month employees who work a minimum of 1200 hours in a calendar year shall be granted the following vacations:

1st year	0 days
2 through 7 years	5 days
8 through 12 years	7 days
13 through 16 years	8 days
16+ years	10 days

Subd. 3. All non-12-month employees who work a minimum of 800 hours to 1199 hours in a calendar year shall be granted the following vacations:

1 year	0 days
2 through 7 years	2 days
8 through 12 years	3 days
13 through 16 years	4 days
16+ years	5 days

Section 3. Vacation Carryover: At the discretion of the employee, the employee has

- the option up to five (5) days of unused vacation may be carried over to the next contract year and be taken within six months after the end of the contract year in which it is earned,
- maximum of three (3) days may be reimbursed, on or before June 30, the amount of substitute pay for the similar pay grade per day for each vacation day about to be forfeited. Employees who wish to receive financial reimbursement must provide written notification to the payroll office no later than June 15.
- Any unused carry-over days will automatically be transferred to the employee's accrued sick leave bank.

Section 4. Vacation Payout: Upon termination of employment, the employee shall be paid for any accumulated vacation up to a maximum of ten (10) days, including prorated payments for periods of less than one (1) year. This payout shall not include any days carried over under Section 3.

ARTICLE XI
LEAVES

Section 1. Personal Leave: Employees shall be granted three (3) days per year, non-accumulative. Request for such leave must be submitted to the employee's administrative supervisor and shall be made in writing to the Superintendent or his/her designee except in emergencies and then must be turned in after the fact.

Requests for three (3) consecutive personal leave days must be submitted to the employee's administrative supervisor at least three days in advance, except in the event of emergencies.

Personal leaves must have prior approval, but at no time shall more than two (2) employees from the same department be granted personal leave on the same day. The reason for taking personal leave need not be given. Requests for personal leave must be placed during the school year when the leave will be used, beginning no earlier than

July 1. Unused personal days that would be forfeited shall at the discretion of the employee, be added to her/his accrued sick leave days or be reimbursed, on or before June 30, the amount of substitute pay for the similar pay grade per day for each personal day

The maximum number of unused Personal Leave Days and Vacation Days an employee can receive reimbursement for is three (3).

Section 2. Bereavement Leave: Any time employees spend attending funerals or on bereavement leave must be approved in advance by their direct supervisors and building principal. Such time will be deducted from the employee's accrued sick leave. Personal leave as set forth in Article XI, Section 1 may also be used for bereavement leave.

Section 3. Jury Duty: Any employee who is called for jury duty shall be compensated for the difference between the employee's regular salary and the pay for such application for such period he/she is away from employment assignment.

Section 4: Testimonial Duty: An employee who is called to testify before any judicial tribunal in mediation, negotiation, and arbitration proceedings shall be compensated for the period he/she is away from his/her assignment.

Section 5: Sick Leave:

Subd. 1. Employees covered by this agreement shall receive one (1) day per month of sick leave, based on scheduled months and hours worked, and shall accumulate to one hundred fifty (150) days.

Any member who has accumulated one hundred fifty (150) sick days may, one time per school year, trade four (4) sick days for one personal day. A maximum of twelve (12) sick days may be traded per year.

Subd 2. Sick and safe time leave with pay shall be allowed whenever an employee's absence is necessary for the following reasons:

- The employee's mental or physical illness, treatment or preventative care;
- A family member's mental or physical illness, treatment, or preventative care;
- Absence due to domestic abuse, sexual assault, or stalking of the employee or a family member;
- Closure of the employee'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 3. Sick and safe leave may be used for the care and support of an employee's:

- Child, including a 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);
- Spouse or registered domestic partner;
- Sibling, stepsibling, or foster sibling;
- 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;
- Grandchild, foster grandchild, or step-grandchild;
- Grandparent or step-grandparent;
- Sibling's child
- Parent's sibling;
- Child-in-law or sibling-in-law;
- Any of the family members listed above of an employee's spouse or registered domestic partner;
- Any other individual related by blood or whose close association with the employee is the equivalent of a family relationship and
- Up to one individual annually designated by the employee.

This list is pursuant to MN Statutes 181.940 et. seq.

Subd. 4. The School District may require an employee to furnish a medical certificate from a qualified physician as evidence of illness, indicating such absence was due to illness, in order to qualify for sick and safe time leave pay. However, the final determination as to the eligibility of an employee for sick and safe time leave is reserved for the School District. In the event such a certificate is required, the School District shall pay all applicable fees.

Subd. 5. Sick and safe time leave allowed shall be deducted from accrued sick and safe time leave days earned by the employee. Sick and safe time may be used in increments of one-fourth hour (1/4 hour) or more with the minimum amount being requested being one (1) hour.

Subd. 6. An employee unable to perform the duties of employment because of personal illness or injury shall be granted, upon request and certification by the attending licensed physician of inability to perform such duties, a leave of absence up to one year without pay. Requests for an extension of a year's leave may be granted at the discretion of the School Board. An employee who is granted such leave shall notify the Superintendent of the Schools of his/her intention to return by 30 days prior to the end of the said leave.

Subd. 7. Any employee unable to perform duties of employment because of pregnancy or any medical complications of pregnancy, childbirth or recovery therefrom may begin leave upon certification by the attending licensed physician that the person is unable to perform such duties. The employee shall be entitled to sick leave without loss of pay to the extent provided by the above. Leave in excess of unused sick leave credit of such personnel shall be treated as a leave of absence without pay during the period such personnel is unable to work due to the pregnancy or any other medical complication of pregnancy, childbirth, or recovery therefrom.

Subd. 8. An unpaid leave of absence may be granted for health reasons if recommended by the attending physician in writing and approved by the administration and School Board. An unpaid leave of absence may be granted for other reasons if approved by the administration and School Board.

Subd. 9. Leave of Absence: Should an unpaid leave of absence be granted to an employee, upon returning from the leave, the employee shall be placed on the same step and will retain the original seniority date as when they left.

Subd. 10. Donation of Sick and Safe Time. The purpose of this section is to provide a mechanism by which employees governed by this contract can voluntarily donate sick and safe leave or accrued sick leave to other staff members governed by this contract. It is expressly intended to be used by any contracted members who are incapable of performing their duties due to a serious accident/illness of self, spouse, children, siblings, parents, and spouse's parents after they have depleted their accumulated sick and safe leave, banked sick leave, and personal leave. It is not intended to be used for any other type of leave provided for in this contract. All donations will be made only for days approved by the Sick Leave Bank Donation Committee.

- A Sick Leave Bank Donation Committee made up of the Superintendent, the applicable building principal, and two representatives of the exclusive representative (one each from the elementary and secondary sites) will be responsible for the accounting of such leave. The committee's decisions will be considered final and not subject to grievance.
- All members governed by this contract may donate time from only their accrued sick and safe leave balance or their banked sick leave balance. All donations must be made in full-day increments. Once donated time has been transferred to the recipient's leave balance, the donor has no rights to that time for any reason.
- The decision to donate should be individual and personal; it is completely voluntary and confidential. Once the Sick Leave Bank Committee has approved a staff member to receive donated time, members governed by this contract who wish to donate days must

complete the appropriate forms and submit them to the payroll office. Approved donations will be immediately deducted from the donor's leave balance and credited to the recipient's balance. The payroll office will notify the donor and the recipient once the transfer is complete.

Section 6: Job-Related Injuries:

Subd. 1. A deduction shall be made from the employee's accumulated vacation or sick leave accrual time according to the pro-rate portions of the days of sick leave or vacation time which is used to supplement the Worker's Compensation.

Subd. 2. Such payment shall be made by the School District to the employee only during the period of disability.

Subd. 3. In no event shall the additional compensation paid to the employee by virtue of sick leave or vacation pay result in the payment of a total daily, weekly or monthly compensation that exceeds the normal compensation of the employee.

Section 7: Child Care Leave:

Subd. 1: Child care leave shall be granted by the District upon request delivered at least one month prior to the time such leave is to be taken. Such leave may be for periods extending beyond a period of time the employee is unable to work due to pregnancy, childbirth, or recovery therefrom, but shall be for no longer than one full year from the date of commencement of such leave. The leave shall be granted only in cases where the employee requests such leave for the purposes of attending to a newborn or newly adopted child. This will be an unpaid leave of absence.

Subd. 2. Employees on child care leave, for the period not covered under sick leave or FMLA, may continue the insurance programs of the District by paying the full premiums during their period of eligibility.

Subd.3. The returning employee shall assume the same position the employee had upon leaving.

ARTICLE XII
SENIORITY

Section 1. Seniority List: All full and part-time employees working for Independent School District No. 2168, as outlined in the bargaining unit of the Recognition Clause, shall be covered by this Agreement and placed on the seniority list.

Section 2. Seniority Standing: Seniority standing shall be granted to all employees. "The standing is to be determined on the basis of the total length of continuous employment for Independent School District No. 2168 when it was originally established, the employee's seniority date means the most recent date of commencement of continuous employment as an employee of School District No. 762 or School District No 827.

All new employees permanently hired by the Board shall be on probation for a period of six (6) months, and upon successful completion of such probationary period, then seniority will revert to the first day of their employment. During such six months, employees may be discharged by the Board without cause and without the same causing a breach of this Agreement or constituting a grievance.

Section 3. Loss of Standing: An employee shall lose his/her seniority standing upon voluntary resignation from employment or upon discharge for cause. An employee's seniority shall not be terminated because of absence due to illness, authorized leave of absence, or temporary layoff.

Section 4. Layoff: In case of a reduction in the workforce, the Employer shall lay off the least senior person in the classification affected. Thereafter, the employee who was displaced shall have the right to bump a less senior employee in an equal or lower paying classification, or a classification within the Union that the Employee has previously served in, providing the displaced employee is qualified for the position. An employee who is displaced as a result of being "bumped" by an employee with greater seniority shall be entitled to the same "bumping" rights provided for in this section.

Section 5. Recall from Layoff: Employees shall have the right to recall for one year following layoff. Recall from layoff shall be by classification in inverse order of layoff and displacement from the classification. No vacancies in the classification shall be filled by promotion or hiring until all employees who have been laid off or displaced from the classification have been offered the opportunity to return to work in the classification. Notice of recall shall be sent to the employee at their last known address by certified mail. It is the employee's responsibility to keep the Employer informed of any changes in their address. If the employee fails to report for the job to which he or she has been recalled within ten (10) working days from the date of the notice of recall was mailed, the employee shall lose his or her right to recall. The Employer shall not employ any seasonal or temporary workers in a classification from which employees are laid off or displaced.

ARTICLE XIII
DISCIPLINE, DISCHARGE, AND PROBATIONARY PERIOD

Section 1. Probationary Period: An employee shall, under the provisions of this Agreement, serve a probationary period of six (6) months of employment during which time the School District shall have the unqualified right to suspend without pay, discharge, or otherwise discipline such employee, and during this probationary period, the employee shall have no recourse to the grievance procedure, insofar as suspension, discharge or other discipline is concerned. However, a probationary employee shall have the right to bring a grievance on any other provision of the contract alleged to have been violated.

Section 2. Just Cause: The Employer will discipline non-probationary employees for just cause only.

Section 3. Written Record: Suspensions, demotions, and discharges will be in written form.

Section 4. Personnel File: Written reprimands, notices of suspension, and notices of discharge that are to become part of an employee's personnel file shall be read and a copy of such reprimands and/or notices be given to the employee prior to placement in the personnel file.

Section 5. Representation: An employee has the option to have a local union representative present during an investigatory interview upon request to the Employer.

ARTICLE XIV
GRIEVANCE PROCEDURE

Section 1. Definition: A "grievance" shall mean an allegation by an employee or group of employees resulting in a dispute or disagreement between the employees and the School District as to the interpretation or application of terms and conditions contained in this Agreement.

Section 2. Representative: The Grievant, Administrator, or School Board may be represented during any step of the procedure by any person or agent designated by such part to act on his/her behalf.

Section 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, Sunday, or a legal holiday, in which event the period runs until the end of the next day which is not a Saturday, a Sunday, or a legal holiday.

Section 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. Step I. Whenever any aggrieved employee or group of aggrieved employees has a grievance, they shall meet on an informal basis with the employees' building principal in an attempt to resolve the matter within twenty (20) working days after the incident giving rise to the grievance. If the parties are unable to resolve the dispute within such twenty (20) working day period, the grievance shall be reduced to writing by the grievant and submitted to the superintendent (see Step II) within ten (10) working days. If the grievance involves a matter which substantially affects a large number of employees, the grievance shall be reduced to writing by the grievant and submitted to the Superintendent (see Step II) within twenty (20) working days after the date of the incident giving rise to the grievance.

Section 6. Step II. The Superintendent shall meet with the grievant and/or the union representative within ten (10) working days after the receipt of the written grievance and attempt to mutually resolve the dispute. If an agreement is reached, the terms of the resolution shall be written on the grievance and signed by both parties. If the parties are unable to reach an agreement the Superintendent shall, within five (5) working days thereafter, submit his/her decision in writing to the grievance, to the parties. The grievant must appeal this decision to Step III in writing to the clerk of the School Board within five (5) working days after the receipt of the decision in Step II.

Section 7. Step III. Appeal to School Board: The School Board shall meet with the grievant and the union representative within fifteen (15) working days after the receipt of the grievance to attempt to resolve the dispute. Upon resolution, both parties shall sign a memorandum setting out the disposition of the grievance. If the parties are unable to reach an agreement within ten (10) working days after the Step III meeting, the School Board shall make its decision in writing to the grievant and the union representative.

Section 8. Step IV. Mediation: A grievance unresolved in Step III may, by mutual agreement of the parties and within ten (10) working days of the Step III grievance denial, be submitted to mediation through the Bureau of Mediation Services. A

submission to mediation stays the time period for appeal to Step V - Arbitration until the mediation is complete.

Section 9. Step V. Arbitration:

Subd. 1. If no resolution is reached at Step III Mediation was not chosen or the grievance remains unresolved after the Mediation at Step IV, the grievant and the union must appeal the decision of the School Board to arbitration by submitting in writing such appeal to the Superintendent within ten (10) working days of the written decision in Step III or the completion of mediation in Step IV.

The parties shall request the Commission of the Bureau of Mediation Services shall be made up of qualified arbitrators who have submitted an application to the Bureau. The parties shall alternatively strike names from the list of five (5) arbitrators until only one (1) name remains. The remaining arbitrator shall hear and decide the grievance. If the parties are unable to agree on who shall strike the first name, the question shall be decided by the flip of a coin. Each party shall be responsible for equally compensating the arbitrator for his/her fee and necessary expenses.

Subd. 2. The arbitrator shall not have the power to add to, subtract from, or modify in any way the terms of the existing contract.

Subd. 3. The decision of the arbitrator shall be final and binding upon the parties. The decision shall be issued to the parties by the arbitrator and a copy shall be filed with the Bureau of Mediation Services, State of Minnesota.

Section 10. Forfeiture: Failure to adhere to the time limits results in a forfeit of the grievance. However, the parties by mutual written agreement may waive any step and extend any time limits in the grievance procedure.

Section 11. Expenses: Each party shall bear its own expenses in connection with arbitration including expenses relating to the party's representatives, witnesses, and any other expenses which the party incurs in connection with presenting its case in arbitration. A transcript or recording shall be made of the hearing at the request of the party. The parties shall share equally the fees and expenses of the arbitrator and any other expenses which the parties mutually agree are necessary for the conduct of the arbitration. The cost of the transcript or recording shall be paid by the party requesting the transcript or recording unless otherwise mutually agreed. However, the party ordering a copy of such transcript shall pay for such a copy.

ARTICLE XV
VACANCIES AND JOB POSTINGS

Section 1. Posting of Vacancies: Vacancies and Newly Created Positions: Notice of all vacancies and newly created positions shall be posted on the employee's bulletin boards, and the employees shall be given seven (7) working days' time in which to make an application to fill said vacancy or new position.

Section 2. Promotions: In filling a position involving a promotion, the position shall be filled by the School District with the senior most qualified candidate who meets the qualifications as determined by the School District. In making the determination, the School District shall consider the applicant's qualifications and aptitude for the position, as well as the length of service with the School District, along with other relevant factors. The School District reserves the right to fill the position with an outside applicant if internal candidates do not have the needed qualifications or aptitude for the position, or if no internal candidates apply.

Section 3. Promotion Probation: An employee promoted shall serve a probationary period of six (6) working months. During this probationary period, if it is determined by the school district that the employee's performance is unsatisfactory, the school district shall have the unqualified right to reassign the employee to his/her former position.

Section 4. Promotion Compensation: Employees who are promoted will not receive an hourly wage less than their current hourly wage at the time of their promotion

ARTICLE XVI
SAVINGS CLAUSE

This AGREEMENT is subject to the laws of the United States, the State of Minnesota. In the event any provisions of the AGREEMENT shall be held contrary to law by a court of competent jurisdiction from whose final judgment of decree no appeal has been taken within the time provided, such provisions shall be voided. All other provisions of this AGREEMENT shall continue in full force and effect. The voided provisions may be renegotiated at the request of either party.

ARTICLE XVII
PUBLIC OBLIGATION

The Union agrees that during the life of this Agreement, it will not cause, encourage, participate in or support any strike, slow down, or other interruption of or interference with the normal functions of the Employer.

ARTICLE XVIII
DURATION

Section 1. Terms and Reopening Negotiations: This Agreement shall remain in full force and effect for a period commencing July 1, 2026, through June 30, 2028, and thereafter as provided by 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 120 days prior to said expiration. 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 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. Nothing in this Agreement shall be construed to obligate the school district to continue or discontinue existing or past practices or prohibit the school district from exercising all management rights and prerogatives, except insofar as this exercise would be in express violation of any term or terms of this Agreement.

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.

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 a provision thereof.

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

For: AMERICAN FEDERATION OF STATE, COUNTY & MUNICIPAL EMPLOYEES AFL-CIO, LOCAL DISTRICT UNION # 2438

By: _____
NRHEG School Board Chair

Dated: 10-13-2026

By: _____
NRHEG School Board Clerk

Dated: 10-13-2026

By: _____
Union Representative

Dated: 10-8-26

By: _____
Union Representative

Dated: Oct 9, 2026

For: INDEPENDENT SCHOOL NO. 2168

Schedule A

2026-2027												
		Starting	1	2	3	4	5	6	7	8	9	10	11
Lead Custodian	8	$19.99	$20.55	$21.13	$21.72	$22.35	$22.94	$23.59	$24.24	$24.91	$25.59	$26.40	$27.53
Head Cook; Principal's Admin Assistant	7	$18.86	$19.41	$19.95	$20.50	$21.08	$21.65	$22.28	$22.88	$23.50	$24.15	$24.90	$25.97
Clerical; Custodian	6	$17.65	$18.16	$18.67	$19.18	$19.75	$20.27	$20.82	$21.38	$21.97	$22.59	$23.26	$24.27
Cooks	5	$15.04	$15.46	$15.89	$16.32	$16.81	$17.23	$17.67	$18.18	$18.67	$19.17	$19.72	$20.56

2027-2028												
	Starting	1	2	3	4	5	6	7	8	9	10	11
Lead Custodian	8	$20.59	$21.16	$21.76	$22.37	$23.02	$23.63	$24.29	$24.96	$25.65	$26.35	$27.19	$28.36
Head Cook; Principal's Admin Assistant	7	$19.43	$19.99	$20.55	$21.11	$21.72	$22.30	$22.95	$23.56	$24.21	$24.88	$25.64	$26.75
Clerical; Custodian	6	$18.18	$18.70	$19.23	$19.75	$20.34	$20.88	$21.44	$22.02	$22.63	$23.27	$23.96	$24.99
Cooks	5	$15.49	$15.92	$16.37	$16.80	$17.31	$17.75	$18.21	$18.72	$19.23	$19.74	$20.32	$21.18

MEMORANDUM OF UNDERSTANDING

between
Independent School District No. 2168
New Richland-Hartland-Ellendale-Geneva Public Schools
and
AFSCME Council 65, Local 2438

GRANDFATHERED CASH-IN-LIEU BENEFIT

This Memorandum of Understanding (MOU) is entered into between Independent School District No. 2168, New Richland-Hartland-Ellendale-Geneva Public Schools (District), and AFSCME Council 65, Local 2438 (Union).

The parties agree to the following regarding employees who were participating in the District's cash-in-lieu benefit prior to July 1, 2024:

Employees participating in cash-in-lieu payments prior to July 1, 2024, will continue to receive $2.00 per hour above their established rate of pay if they do not elect to participate in the School District's Individual Coverage Health Reimbursement Arrangement Plan (ICHRA) and provide a waiver with proof that they are covered under another employer-sponsored group health insurance plan.

Employees who qualify for the cash-in-lieu payment are required to notify the District if their employer-sponsored group health insurance coverage changes at any time. An employee may become ineligible for the cash-in-lieu option if employer-sponsored group health insurance is no longer in place.

This grandfathered provision is not available to new participants after July 1, 2024.

Effective November 1, 2026, the grandfathered cash-in-lieu benefit shall cease on the first day of the month in which the employee attains age 65 and is eligible for Medicare based on age. Actual enrollment in Medicare is not required for the cash-in-lieu benefit to cease.

This MOU shall remain in effect for the duration of the parties' collective bargaining agreement unless modified or terminated by mutual written agreement of the parties.

AGREED TO BY THE PARTIES:

By:_____
NRHEG School Board Chair

Dated:_____

By:_____
NRHEG School Board Clerk

Dated:_____

By:_____
Union Representative

Dated:_____

By:_____
Union Representative

Dated:_____