

# COLLECTIVE BARGAINING AGREEMENT

between

INDEPENDENT SCHOOL DISTRICT NO. 2909  
ROCK RIDGE SCHOOL DISTRICT, EVELETH, GILBERT, & VIRGINIA MINNESOTA



and

THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES  
COUNCIL 65, AFL-CIO  
LOCAL UNION NO. 3



REPRESENTING:  
**LOCAL UNION # 3**

7/1/202~~3~~5 to 6/30/202~~5~~7

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## **AGREEMENT**

THIS AGREEMENT is entered into between Independent School District No. 2909, Rock Ridge, Eveleth, Gilbert, & Virginia Minnesota, hereinafter referred to as the School District, and Minnesota Council #65, American Federation of State, County and Municipal Employees (AFSCME), AFL-CIO, Local Union No. 3, hereinafter referred to as Exclusive Representative, pursuant to and in compliance with the Public Employment Labor Relations Act of 1971 as amended, hereinafter referred to as the PELRA, to provide the terms and conditions of employment for all non-certificated employees covered by this Agreement and during the duration of this Agreement, excluding elective officials, superintendent of schools, principals, teachers, supervisors, and confidential employees, as per certification by the State of Minnesota, Bureau of Mediation Services.

### **ARTICLE 1 RECOGNITION**

#### Section A. Exclusive Representative:

In accordance with the PELRA, the School District recognizes Minnesota Council 65, AFL-CIO #3 as the Exclusive Representative for non-certificated employees employed by the School District, which, as exclusive representative, shall have those rights and duties prescribed by the PELRA and as described by the provisions of this Agreement.

#### Section B. Appropriate Unit:

The Exclusive Representative shall represent all such employees of the district contained in the appropriate unit as defined in Article 3, Section B of this Agreement and the PELRA and in certification by the Commissioner of Mediation Services, if any.

For purposes of this Agreement, the term Minnesota Council 65, AFSCME, AFL-CIO Local #3 shall mean all persons in the appropriate unit employed by the school district in such classifications excluding the following: confidential employees, supervisory employees, superintendent's secretary, foreman, business office coordinator, essential employees, part-time employees whose services do not exceed 14 hours per week or 35 percent of the normal work week in the employees bargaining unit, employees who hold positions of a temporary or seasonal character for a period not in excess of 67 working days in any calendar year 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 C. Seniority:

Full-time employee's seniority standing shall be granted to all public employees who work 30 hours per week or more who are eligible to be covered under this Agreement as defined in the Recognition Clause.

#### Section D. Non-Discrimination:

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 of this Agreement. No discrimination shall be exercised against any employee because of Union membership, race, creed, sex, age, or disability.

## **ARTICLE 2 DEFINITIONS**

### Section A. Terms and Conditions:

The term "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 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 the PELRA.

### Section B. Appropriate Unit:

See Article 1, Section B for definition.

### Section C. School District:

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

### Section D. Spouse/Domestic Partner:

For purposes of administering this Agreement, the term "Spouse" or "Domestic Partner" shall mean anyone legally recognized by the state of Minnesota.

### Section E. Full-Time Employees:

Full-time employees are those employees who, after 67 working days, are regularly scheduled 30 hours per week.

### Section F. Part-time Employees:

Part-time employees are those employees who, after 67 working days, are regularly scheduled from 14 hours to less than 30 hours per week.

### Section G. Qualified Public Employees:

Qualified public employees are those employees who, after 67 working days, are regularly scheduled more than 14 hours per week.

### Section H. Temporary Employees

Temporary employees are those employees who are normally scheduled to replace a regular employee who is on a District-approved leave of absence. A temporary employee shall be defined as one who is hired for a limited, short-term period of more than fifteen (15) workdays duration.

Section I. Pro Rata:

Pro rata shall be defined as based on 2080 hours. Pro rata shall be any part or percentage thereof. For the purposes of calculation of benefits for part-time employees, divide hours worked by 2080.

Section J. Transfer:

Transfer shall be defined as a change in assignment within the job classification and may only be exercised when a vacancy exists within that job classification.

Section K. Immediate family member:

"Immediate family member" means a spouse, domestic partner, child, sibling, a parent, grandparent, or grandchild. This includes stepparents, stepchildren, stepsiblings, in-laws, and adoptive relationships.

Section L. Other Terms:

Terms not defined in this Agreement shall have those meanings as defined by the PELRA.

**ARTICLE 3  
SCHOOL BOARD RIGHTS**

Section A. Inherent Managerial Rights:

The School District retains the full and unrestricted right to operate and manage all manpower, facilities, and equipment; to establish functions and programs; to set and amend budgets; to determine the utilization of technology or contractual services; to establish and modify the organizational structure; to select, direct, and determine the number of personnel; to establish work schedules; and to perform any other inherent managerial function not specifically limited by this Agreement.

The School District has and retains the sole and exclusive authority and discretion over the establishment, creation, and modification of any and all work schedules.

**ARTICLE 4  
EMPLOYEE RIGHTS**

Section A. 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 the PELRA. The School District shall deduct from the wages of employees an amount necessary to cover monthly Union dues and/or any other Union approved, and employee authorized deductions. Employees shall indicate their desire for dues deduction and other Union approved deductions by submitting a signed dues authorization card to the Union. 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 employee organization in two equal installments, beginning with the first pay period in July and to transmit to Council No. 65 offices the total amount so deducted, together

with a list of names of the employees from whose pay deductions were made. Deductions may be terminated by the employee by giving thirty (30) days written notice to AFSCME Council 65, after which AFSCME Council 65 shall notify the Business Office to stop deductions.

Section B. Fair Share Fee:

The School District will not deduct any fair share fees from an employee's paycheck unless and until the employee has provided a written authorization specifically authorizing the deduction of fair share fees from his or her paycheck.

The exclusive representative hereby warrants and covenants that it will defend, indemnify and save the School District harmless from any and all actions, suits, claims, damages, judgments, and executions or other forms of liability, liquidated or un-liquidated, which any person may have or claim to have, now or in the future, arising out of or by reason of the deduction of union dues or the fair share fees specified by the exclusive representative as provided herein.

**ARTICLE 5  
HOURS OF WORK**

Section A. Regular Hours, Compensatory Time:

The regular hours of work for all employees shall be eight (8) hours per day and forty (40) hours per week. Compensation for authorized overtime shall be at time and one-half (1-1/2) rates for all hours worked in excess of eight (8) hours per day or forty (40) hours per week. Employees shall have the option of taking overtime worked as compensatory time off at the rate of one and one-half (1-1/2) for each hour worked if mutually agreed by administration. The compensatory time will be limited to ~~80~~100 hours per year by August 31<sup>st</sup> of the following school year for which it is earned.

The normal work week shall be five consecutive workdays, Monday through Friday. Employees must be given 10-day notice of a schedule change.

Section B. Temporary Assignments

An employee temporarily assigned to work in a higher paid classification shall be compensated at the rate of pay for the time actually spent in the performance of the higher classification. When an employee is temporarily assigned (did not volunteer for) in a lower rate classification, it will still carry the regular rate and not the lower rate of pay.

Section C. Reassignment of Custodians for Operational Needs

The Employer reserves the right to reassign a custodian to buildings as necessary to efficiently manage the operational needs of the District. Reassignments will not be for arbitrary or capricious reasons.

Section D. Longevity:

Longevity increment will be allowed to full-time employees at the rate of four percent (4%) after ten (10) years; six percent (6%) after fifteen (15) years; and seven percent (7%) after twenty (20) years, on the employee's anniversary date of qualifying time in service with the Employer.

This will be based on years of continuous service. Qualifying time in service means all part-time and full-time service with the employer.

Longevity increment will be allowed to all part-time employees at the rate of two percent (2%) after ten (10) years; three percent (3%) after fifteen (15) years; and three- and one-half percent (3.5%) after twenty (20) years, on the employee's anniversary date of qualifying time in service with the Employer. This will be based on years of part-time continuous service. An employee who worked full-time and then went to part-time work shall receive credit for all full-time work in determining years of service as a part-time employee.

Section E. Work Assignments:

Work Assignments and the division of work duties are at the discretion of the District, recognizing the ability and reasonable workload of the employee.

Section F. Shift Differential:

A shift differential of \$100 per month for the nine-month school year shall be paid to all employees regularly assigned to the afternoon shift or to their replacements in the event of absence, provided the replacement is assigned the afternoon shift for one (1) full week or more and further provided that the replacement shall receive the shift differential on a pro-rata basis for the week(s) assigned to the afternoon shift. This differential shall apply to any eight (8) hour shift starting at or after 1:00 p.m., Monday through Friday.

Section G. Call Out During Non-Regular Hours:

Employees who are called out to work on other than their regular scheduled shift or who are scheduled to work overtime for hours that are not consecutive with their regular shift shall receive a minimum of two (2) hours pay at time and one-half (1 ½) rates.

Section H. ~~Inelegant Weather~~ School Closure:

When schools are closed due to inclement weather or for other reasons whereby the Superintendent closes school, paraprofessionals and part-time employees shall not be required to report for duty and will not be in paid status. All paraprofessionals and part-time employees may have the option to use vacation or personal leave. If an employee opts to use vacation hours, those hours shall not count toward the maximum of seven days allowed for use during the school year. If the Superintendent or School Board closes school for any purpose for more than one day, employees may use any form of accrued time to replace lost hours.

Section I. Mandatory School Closing:

Any employee required by the District to work on a “mandatory Governor school closing” shall receive an additional day off scheduled by mutual agreement between the employee and his supervisor.

Section J. Coaching:

Employees who are coaching or directing an ISD 2909 student activity shall be granted leave to attend scheduled games or events for the extra-curricular group they coach/direct without deducting from their paid time off under management’s approval.

### Section K. Break Times:

Subd.1. Lunch. Day shift employees shall be provided a duty-free lunch period of 30 minutes. The lunch break shall not be considered part of the workday.

Subd.2. Day Breaks. Day shift breaks may be taken on the Employer's time when such breaks may be enjoyed without undue interruption of service. In any event, breaks shall not be taken until after two (2) hours of work and shall not exceed thirty (30) minutes per eight-hour shift from the time work is stopped until the time work is resumed.

Subd.3. Day shift employees shall leave the school property only during their designated lunch break or as directed by their immediate supervisor, unless an emergency arises.

Subd.4. Afternoon Lunch Break. Afternoon shift employees shall be provided a lunch break(s) of 30 minutes maximum in lieu of day breaks. The lunch break shall be considered part of the workday.

Subd. 5. Lunch Break for Employees Off of School Property. Employees who are performing work off school property, supervising students on field trips or other non-regular events, shall receive a paid 30-minute lunch rather than the duty-free break described in Subd. 1 above.

### Section L. Other Job Classification Overtime

Custodial overtime shall be offered to employees within the department based on building assignment. Rotation shall follow seniority order, starting with the most senior employee being offered the first available overtime, regardless of the assignment's hours. The next opportunity shall be offered to the next senior employee and shall continue on a continuous rotation.

Refusal of overtime shall constitute rotation.

### Section M. Paraprofessional Hours for Training and Development

Paraprofessionals will receive a minimum of eight hours of training annually, including six hours completed before the first instructional day of the school year or within 30 days of hire.

Paraprofessionals, ECFE Aides, and Interpreters shall be allowed to review the IEP for any student they work with. Employees shall be scheduled for paid time prior to the start of each school year to review the IEPs of the students with whom they work, including time to ask questions and review the IEP with the assigned case manager. If, during the school year, IEP changes occur or student assignments change, the paraprofessional will be given additional time to review the IEP.

### Section N. Summer 10 Hour Shifts

During weeks where school is not in session, Custodial-Maintenance employees may work a schedule that includes 4- 10-hour shifts rather than a regular 8-hour workday. Such schedule will only be implemented through mutual agreement of the employee and the employer,

and either the employee or the employer can revoke their agreement to the schedule with 4 weeks' notice. If an employee opts to work 10-hour shifts, the employee will not earn or be eligible for overtime unless their worked hours exceed 10 hours in a workday or 40 hours in a week.

## **ARTICLE 6 RATES OF PAY**

### Section A. Wages and Salaries

The wages and salaries reflected in Schedule A, attached hereto, shall be a part of the Agreement for the period commencing July 1, 2023 to June 30, 2025.

### Section B.

During the duration of this Agreement, advancement on 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.

### Section C. Pay Periods

Pay periods shall be twice a month.

## **ARTICLE 7 HOLIDAYS**

### Section A. Paid Holidays

The following Holidays will be paid for full-time employees and part-time employees who work 12 months per year (on a pro-rata basis):

New Year's Day	Memorial Day	Thanksgiving Day
Good Friday	Fourth of July	Friday after Thanksgiving
President's Day	Labor Day	Christmas Eve
Christmas Day	Easter Monday	Friday of MEA
Juneteenth		

The following Holidays will be paid for all other employees:

New Year's Day	Thanksgiving Day	Friday after Thanksgiving
Good Friday	Friday of MEA	Christmas Day
President's Day	Christmas Eve	

Section B. Weekend Holidays:

Holidays that fall on weekends will be observed on the preceding Friday or the following Monday.

Section C. School in Session:

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

Section D. Eligibility:

Full benefits provided in this Article are designed for full-time personnel as described in Article III hereof. Part-time employees shall be eligible for partial benefits proportional to the extent of their employment as computed referencing full-time (2080 hours yearly) status.

Section E. Compensation for Working on Holiday

Employees required to work on any of the above-named holidays shall be compensated at time and one-half (1 ½) rate and have the option of receiving 8 hours of pay for the holiday pay or banking the holiday hours for utilization. Employees shall be eligible to use their banked holiday on an alternate date of their choosing.

**ARTICLE 8  
VACATIONS**

Section A. Eligibility:

This Article shall apply only to regular employees.

Section B. Leave Accrual

Employees shall accrue all earned leave time per pay period. Employees shall not be eligible to take leave time not earned.

Section C. Earned Vacations:

~~Full-time e~~Employees under these provisions shall accrue vacation according to the following schedule. ~~Vacation for regular employees working less than full time shall accrue proportionally to the extent of their employment as computed referencing full-time (2080 hours yearly in 2020-2021) status.~~

— Earned vacation shall accrue as follows:

0-1 years	<del>0.0193 hours for each hour paid 3.34 hours for each month of service</del> (to a cap of 40.08 hrs./1 week)
2-4 years	<del>0.03857 hours for each hour paid 6.67 hours for each month of service</del> (to a cap of 80.04 hrs./2 weeks)
5-9 years	<del>0.0577 hours for each hour paid 10 hours for each month of service</del> (to a cap of 120 hrs./3 weeks)
10-14 years	<del>0.07693 hours for each hour paid 13.33 hours for each month of service</del> (to a cap of 160 hrs./4 weeks)
15+ years	<del>0.09616 hours for each hour paid 16.67 hours for each month of service</del> (to a cap of 200 hrs./5 weeks)

Employees shall advance to the next step on the vacation schedule on their anniversary date of employment.

Section D. Application:

Subd.1. Vacation Carryover. Employees may carry-over up to 120 hours they are eligible to accrue, from year-to-year based on a calendar year.

By May 31 of each year, part-time employees must notify the office if they intend to carryover their vacation accrual or if they would prefer to pay it out. If an employee does not make a determination by May 31 of each year, their vacation shall be paid out by the last payroll of June.

Full-time employees must notify the office of their intent to carryover their vacation accrual by August 31 of each year. If a full-time employee does not make a determination by August 31, their vacation shall be paid out by the last payroll of September.

Additional time in excess of the above may be accumulated if the time was requested but canceled or denied by the Employer.

Subd.2. Holidays During Vacation. Holidays that occur during vacation periods shall be paid as holidays and not charged to vacation.

Subd. 3. Scheduling. Approved leave may not be retroactively denied by employer.

Subd. 4. Vacation Use on Student Contact Days. Part-time employees shall be allowed to take seven (7) days of vacation every year during student contact days at the discretion of the employee's supervisor.

12-month employees shall be allowed to take twelve (12) days of vacation every year during student contact days at the discretion of the employee's supervisor.

Subd.5. Paraprofessionals in the Case of Student Absence. If their student is absent, the paraprofessional may elect to accept an alternative work assignment or may take leave without pay, vacation, or personal time with approval of the principal or designee.

## ARTICLE 9 LEAVES OF ABSENCE

### Section A. Sick Leave:

Subd.1. All ~~full-time~~ employees shall be entitled to 144 hours of sick leave per year, accumulative to one hundred and thirty (130) working days. Sick leave shall accrue at 1.5 days per month (~~0.06923 hours of sick leave per hour paid~~), ~~based on hours paid each month as it is earned on a proportionate basis to the employee's work year. All part-time employees shall earn sick leave on a pro-rata basis (i.e., 75% employees receive 75% of 144 hours or 108 hours of sick leave).~~ The District may allow acceleration of the accrued days at its discretion for good cause shown.

### Subd. 2.

Employees will be allowed up to five (5) days sick leave for serious illness in the immediate family (spouse, father, mother, sister, brother, mother-in-law, father-in-law, sister-in-law, brother-in-law) with a written statement from the doctor stating that it is a serious illness. In accordance with MN Statute 181.9413, employees shall be allowed to use sick leave days with pay due to a verifiable illness or injury to the employee's immediate family, which would include child, adult child, spouse, sibling, parent, grandparent, those who live in the household or stepparent for reasonable periods of time as the employee's attendance may be necessary.

Subd. 3. 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 leave pay. In the event that a medical certificate will be required, the employee will be so advised.

Subd. 4. The Employer shall comply with all provisions of the FMLA and related state statutes.

Subd. 5. Employees shall be able to donate accrued vacation and sick leave to an employee who has exhausted their sick leave and has an immediate need due to a medical leave of absence, bereavement, or in case of other emergency. An employee may donate up to forty (40) hours of accrued vacation or sick leave each year to the sick leave account of another school employee.

### Section B. Workers' Compensation:

Subd. 1. Pursuant to M.S. 176, For all employee absences covered by Worker's Compensation, the Employer shall pay to an employee the difference between his/her compensation payment and his/her regular monthly salary, and that amount shall be charged against an employee's accumulated sick leave credits until his/her accumulated sick leave benefits have been exhausted. An employee has the option of receiving the Worker's Compensation without the salary differential, thus retaining his/her full sick leave privileges. In no event shall payments from Worker's Compensation, sick leave, vacation, and salary total more than an employee's regular monthly salary, except when payments are made by Worker's Compensation for a permanent partial disability.

Subd. 2. Physical examinations required by the Employer shall be performed at the expense of the Employer.

Subd. 3. Leave of absence may be granted for disability or illness for one year allowing the employee use of their earned leave time in effect at the time of said illness or disability. After one year, the employee's leave shall be reviewed by the Administration to determine continuation.

### Section C. Personal Leave

Subd. 1. Personal Leave Full- and part-time employees shall be allowed two (2) personal leave days a year. Employees may carry over two (2) personal days from the previous school year but the carry over days must be used by June 30. Employees with 15 or more years of service with the district will be granted one (1) additional personal leave day.

Subd. 2. Granting Personal Days Personal days, for new employees, are granted after one (1) year of employment is completed.

Subd. 3. Requesting Personal Leave The request for personal leave must be made in writing to the Superintendent or his designee at least two (2) days in advance, except in cases of emergency. The request need not state the reason for personal leave but shall state that the day will be used to meet a personal situation. A personal day may be granted at the discretion of the Superintendent or his/her designee for the day preceding or the day following holidays or vacations, or on the first or last day of school.

### Section D. Bereavement:

Employees shall be granted up to three (3) days leave of absence (working days) with pay in case of absence from work because of the death of a member of the immediate family if necessary. For each incident, the fourth (4) and fifth (5) day, if used, will be deducted from accrued sick leave. Leave used for other relatives or close friends will be deducted from sick leave.

### Section E. Medical Leave:

A regular employee, who has completed the initial probationary period, who is unable to perform duties because of illness or injury and who has exhausted all sick leave credit available, or has become eligible for long term disability compensation, may, upon request, be granted a medical leave of absence, without pay, up to six (6) months. This leave may be renewed at the discretion of the School District.

#### Section F. Parental Leave:

Subd.1. FMLA The Employer must comply with FMLA and relevant state statutes.

Subd.2. Duration An employee shall have a right to a minimum total of twelve weeks leave under this section.

Subd.3. Reinstatement Following the conclusion of the above leave(s) the employee shall be reinstated to the same position or a position for which they are qualified unless previously discharged or placed on layoff.

Subd.4. The School District shall not be required to grant a leave of longer than one school year or permit the employee to return to employment prior to the date assigned.

Subd.5. Parental Leave and Probation Time spent on childcare leave shall not be included in the probationary period.

Subd. 6. Adoption Leave An employee may be granted up to two (2) days, to be deducted from sick leave, for adoption procedures. Additional leave, for extenuating circumstances, may be granted at the Superintendent's discretion. Such leave shall be deducted from sick leave.

Subd. 7. Insurance An employee on unpaid leave is eligible to continue to participate in group insurance programs if permitted under the insurance policy provisions. The employee shall pay the entire premium for such insurance commencing with the beginning of the leave and shall pay to the School District the monthly premium in advance.

#### Section G. Jury Duty

When a regular employee has been called upon for jury duty by the municipal, state or federal courts, and has been absent from work because of such jury service, he shall be paid his regular salary by the Employer with the understanding that at the completion of his jury service, he shall present his jury service checks to the Employer and that the amount of such checks, less the amount included for traveling expenses, shall be deducted from his next regular pay check, or the employee may opt to submit the amount that would be deducted to the Employer to avoid said deduction.

#### Section H. Credit

An employee who returns from an unpaid leave shall retain experience credit for pay purposes and other benefits which had accrued at the time the leave commenced. No credit shall accrue for the period of time that an employee was on an unpaid leave.

Section I. Family or Medical Leave Act

Any violation either of the Federal Family or Medical Leave Act or any State laws relating to family or medical leave shall be subject to the grievance and arbitration provisions of this contract. A party instituting any action, proceeding or complaint through the grievance process shall immediately thereupon waive any and all rights to pursue relief in a federal or state court of law, or before an administrative tribunal, federal agency, state agency, or seek relief through any statutory process for which relief may be granted.

Section J. Serious Illness in the Family

A leave of five (5) days per year at full pay may be granted in the event of serious illness in the immediate family of the employee or in the immediate family of the employee's spouse. An additional five (5) days per year leave may be granted upon approval of the Superintendent. Additional leave beyond ten (10) days may be granted by the Board of Education. All such leave is to be deducted from sick leave. For purposes of this agreement, serious illness is to be defined as that which will require hospital or convalescent care or terminal/hospice care and can be verified by medical documentation if required.

Section K. Eligibility

Part-time employees shall receive sick leave and vacation benefits on a pro-rated basis.

**ARTICLE 10  
SENIORITY**

Section A. Applicability:

Subd.1. All regular full and part-time bargaining unit employees working for Independent School District No. 2909 shall be covered by this Agreement and placed on the seniority list, except those employees listed in Article I, Section B (Exclusions).

Subd.2. In the event a current excluded position as of July 11, 1995, is subsequently certified by the Bureau of Mediation Services as a bargaining unit position, the occupant or occupant's seniority date shall, for seniority rights other than fringe benefits, be from the first date of paid status as a qualified public employee.

Subd.3. For fringe benefit purposes, the position occupant's date shall be from the first date of hire for the employee, which shall be defined as the first day of paid status.

Section B. Standing

Seniority standing shall be granted to all employees covered by this Agreement. The standing is to be determined on the basis of total length of employment for the School District. All new employees shall be placed on the seniority list as of their first date of paid status as a qualified

public employee. In the event that two or more employees are hired on the same date, the following criteria will be used sequentially to determine seniority:

- a) First date of paid status as a qualified public employee
- b) Greater of the last four numbers of social security number

Section C. Seniority List:

Subd.1. A seniority list shall be kept and maintained for all employees. All such employees working at least 14 hours per week and more than 67 working days in any calendar year, and who otherwise qualify as a "public employee" within the meaning of the PELRA, as amended, shall be immediately granted seniority on a calendar year basis retroactive to their first date of hire paid status by the District.

Subd.2. The seniority list shall be updated as of September 1 and January 1 of each year and posted on employee bulletin boards – one bulletin board for each building. In addition, a copy shall be sent to the Union President and the Staff Representative. A seniority list shall be presented to the Union from the administration upon request.

Subd.3. Once the seniority list is posted, employees shall have 30 calendar days to correct any errors in the posting. Seniority dates that are in dispute may be grieved by the affected employee.

Section D. Departmental Seniority:

Seniority rights of employees shall be determined on a departmental basis. There shall be six departments in the bargaining unit, namely:

- a) Maintenance (Custodian, Utility, Transportation, Repair)
- b) Secretarial, Clerical
- c) Media Aide,
- d) Techs
- e) Para Educators; ECFEs, Educational Interpreters.
- f) Certified Occupational Therapy Assistants, Licensed Practical Nurses, Registered Nurses.

Paraprofessional/Drivers shall be placed on both the Maintenance and Para Educator seniority lists.

Section E. Full-Time Seniority:

Employees working 30 or more hours per week shall be considered full-time employees and be credited with 2080 hours of time per year. If a full-time employee had previously worked in a part-time position, their seniority date should be considered their first day of paid status. This date shall apply to promotions, lay-offs, longevity, and vacation accrual.

Section F. Part-Time Seniority:

For purposes of calculating seniority for longevity payment, vacation accrual, promotions and layoffs, the part-time employee's first date of paid status as a qualified public employee shall be used.

Section G. Losing Seniority:

An employee shall lose his seniority standing upon voluntary resignation from employment with the Employer, termination for cause, or after three years on a lay-off status.

Section H. Layoffs and Bumping (See Appendix A. Bumping):

In the event a general layoff is contemplated, the Employer agrees to call in the Union President and/or exclusive representative and to discuss the problem with them before any formal action is taken.

In the case of reduction of force or the elimination of a position, a senior employee may exert their seniority preference over a junior employee in any classification of work, provided they have the necessary qualifications to perform the duties of the job involved. In case of inter-district transfer, seniority within the job classification takes preference over the seniority rights of more senior employees in any other job classification. Employees who are laid off shall be re-hired according to seniority in the inverse order of layoffs.

Note: A reduction in hours worked per day, days worked per week, or total weeks worked per year shall be considered as a reduction in force.

Section I. Duration:

The seniority of an employee shall not be broken because of layoff, or by reason of leave of absence, if the employee returns to work at the expiration of his leave, providing the period does not exceed one year. In the event an employee shall be absent because of illness or injury, the Employer may require that the employee undergo a physical examination to determine whether or not he possesses the necessary health, strength and ability to perform the duties of his employment; and, if on the basis of such physical examination, the Employer shall determine that the employee lacks such requisite health, strength or ability to perform the duties of the position, the Employer may demote the employee to some other position for which he is qualified; or, in the event no such position be open for which the employee will qualify on a seniority basis, lay off such employee until such time as a job opportunity occurs in a position for which he is qualified.

Recall from a layoff shall be sent by certified mail to an employee's last recorded address. Recall shall be by department, in inverse order of layoff. The employee must notify the school district of intent to return to work within five (5) working days of the District's notice to recall. Upon receiving said notice, the employee has 15 days to return to work. The employee shall automatically have terminated his/her employment for failure to comply with these timelines, unless the employee and Employer mutually agree to extend the dates. An employee's name shall be retained on the recall list for three (3) years, at which time all rights to recall shall terminate. An employee shall have the right to refuse a lesser position and still maintain his/her seniority

rights. Employees shall notify the employer (business office) of any changes to their address and current telephone number.

## **ARTICLE 11 REDUCTIONS AND LAYOFFS**

### Section A. Reduction in Force:

The parties recognize the principle of seniority in the application of this Agreement concerning reduction in force, provided the employee is fully qualified to perform the duties and responsibilities of the position. An employee, who has completed the probationary period, on layoff shall retain seniority and shall be entitled to recall rights of one (1) year of recall after two (2) years of employment and three (3) years of recall after five (5) years of employment.

### Section B. Contracting Out:

The School District agrees that it will not implement a decision to contract-out any work considered unit work unless and until it negotiates to impasse the impact and effect of doing so on the bargaining unit. The School District shall rely on the Bureau of Mediation Services to determine that impasse has been reached.

## **ARTICLE 12 VACANCIES AND POSTING**

### Section A. Posting of Vacancies:

Notice of all vacancies and newly created positions shall be posted on the employee bulletin boards and emailed to all bargaining unit employees. Job postings shall include the position's work location (building), hours of work per week, days of work, and supervisor. Employees shall be allowed 5 days' time to make application to fill such vacancy. The senior employee applying for said vacancy shall be transferred to fill the vacancy, provided he/she has the necessary qualifications to perform the duties of the job. The employee awarded such vacancy will be moved to their new position one week after their successful bid. Said employee shall be granted a 15 working day trial period in which time he/she may opt to return to the previous position, and the employer shall have the same period to determine whether the employee is qualified to perform the duties of the position. In the event the employer determines the employee is not qualified, said employee shall return to the previously held position and shall retain the right to appeal the decision via the grievance procedure. As new buildings open resulting from the consolidation of districts the needed positions shall be posted for bidding by all district employees in the same classification with selection giving consideration to seniority and qualifications for building and shift assignment.

Paraprofessional positions that become vacant shall be posted as designated above. Paraprofessionals shall be given due consideration in their expressed preference of assignment with the priority being the operational needs of the District. No paraprofessional shall have the right to the 15 working day trial period.

If a paraprofessional is reassigned during the course of the school year, the employer agrees to first meet with the employee and their Union representative to allow the employee to discuss options for reassignment and to express preference for potential positions. Any paraprofessional being reassigned shall not suffer a loss in hours of work or a change in their scheduled days or a move from their assigned building without mutual agreement. If a position is eliminated, a paraprofessional shall retain their rights under Article 10.

#### Section B. Change in Position:

For bidding on vacancies or new positions, departmental and full-time status will determine seniority accordingly:

1. Priority to bid on the position will be given to the most senior, full-time employees currently working within the same department as the job opening. Probationary employees shall not be eligible to bid on internal positions. However, if the job is not filled internally, probationary employees shall be given preference to bid prior to hiring externally.
2. If no full-time employee working within the department bids on the position, the most senior, part-time employees currently working within the department will be given priority.
3. If no employee from the department bids on the position, all other employees from outside the department will be given priority based on overall seniority.

#### Section C. Maintenance Departmental Seniority:

For the purposes of departmental seniority in the Maintenance Department only. When an employee from outside of the Maintenance Department posts into a Maintenance Department position, their departmental seniority shall be determined according to their first date of paid status in the Maintenance Department. The employee's overall seniority shall remain their first date of paid status as a qualified public employee.

#### Section D. Testing:

The Employer shall select the most senior, qualified candidate in filling vacancies and newly created positions.

#### Section E. Temporary Vacancies

Subd.1. Hiring Process When a temporary employee is hired, the employee and the Union shall be notified in writing of the temporary nature of the position, the approximate duration of the employment, and the wage rate to be paid the employee. The District reserves the right to employ such personnel as it deems desirable or necessary to replace regular employees who have been granted a leave of absence. Any such leave known in advance to be or which exceeds 67 calendar days shall be posted as a temporary position and filled per contractual posting stipulations. Temporary employees who are regular employees, shall be paid as per Appendix A according to year of employment. Temporary employees

outside of the bargaining unit shall be paid according to Board policy and shall not receive fringe benefits. This section shall not negate the callback provision of the contract.

When employees post into temporary positions and the position ends, the employee reverts back into their former position provided the former position still exists. If the former position does not exist, they revert back into their old job classification.

Subd.2. Temporary Employees Should a temporary employee subsequently be assigned to fill a regular position without a break in service, his/her seniority shall revert to the first day of employment.

All employees, regular or temporary, shall be eligible for bargaining unit status after having completed 67 working days of employment in any calendar year. The provisions of this paragraph shall not apply to casual or temporary student employees.

Subd.3. Summer Help The Employer shall post notice of all temporary summer positions, and the most senior, qualified applicant meeting the physical demands of the position shall be offered the position.

#### Section F. Vacancy Application

There shall be at least a five (5) day period for bargaining unit applicants to apply for vacancies or newly created positions posted during the school holidays, breaks, or the summer break period. The district will post all positions on the District website, email to all bargaining unit employees, and one bulletin board per building.

#### Section G. Leaves of absence for Employment Elsewhere

No leave of absence in excess of thirty (30) days will be granted to an employee for the purpose of accepting employment elsewhere.

#### Section H. War Veterans Rights

Nothing herein shall be construed to affect the status of War Veterans in contravention of existing laws relating to War Veterans employment, discharge and promotion.

#### Section I. Lead Custodian

Upon posting internally, the district will accept letters of application requiring experience and qualifications. The selection process shall recognize experience, qualifications, and seniority in the hiring decision.

### **ARTICLE 13 DISCIPLINE, DISCHARGE, AND PROBATIONARY PERIOD**

#### Section A. Probationary Period

An employee under the provisions of this Agreement shall serve a probationary period of six (6) months of continuous service in the School District. The Union agrees that the district has the unilateral option of extending the probationary period up to an additional six (6) months. 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 provisions of the contract alleged to have been violated.

Section B. Change of Classification

In addition to the initial probationary period, an employee transferred or promoted to a different classification shall serve a new probationary period of fifteen (15) days in any such new classification. During this 15-day probationary period, if it is determined by the School District that the employee's performance in the new classification is unsatisfactory, the School District shall have the right to reassign the employee to the former classification. Employees shall have the right to return to the former classification during the 15-day probationary period should they find the new position not to their liking.

Section C. Seniority Date

Employees shall acquire seniority upon completion of the probationary period as defined in this Agreement and, upon acquiring seniority, the seniority date shall relate back to the first date of continuous service in a position governed by this agreement.

Section D. Dismissals, Demotions, and Transfers

Discharges, disciplinary demotions or disciplinary transfers to a lower classification shall be made only for just cause. The Union Grievance Committee and the employees affected shall receive prior notice, in writing, of any such action.

**ARTICLE 14  
GRIEVANCE PROCEDURE**

Section A. Definition:

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

Section B. Representative:

The employee, administrator, or School Board may be represented during any step of the procedure by any person or agent designated by such party to act in the party's behalf.

Section C. Definitions and Interpretation:

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

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

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

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

Section D. Time Limitation and Waiver:

Grievances shall not be valid for consideration unless the grievance is submitted in writing to the School District's designee, setting forth the facts and the specific provision of the Agreement allegedly violated and the particular relief sought within twenty five days after the date of the first event giving rise to the grievance occurred. Failure to file any grievance within such period shall be deemed a waiver thereof. Failure to appeal a grievance from one level to another within the time period hereafter provided shall constitute a waiver of the grievance. An effort shall first be made to adjust an alleged grievance informally between the employee and the School District's designee.

Section E. Adjustments of Grievance:

The School District and the employee shall attempt to adjust all grievances which may arise during the course of employment of any employee within the School District in the following manner:

**Step 1.** If the grievance is not resolved through informal discussions the School District designee shall give a written decision on the grievance to the parties involved within ten days after receipt of the written grievance.

**Step 2.** In the event the grievance is not resolved in Step 1, the decision rendered may be appealed to the superintendent of schools, provided such appeal is made in writing within five days after receipt of the decision in Step 1. If a grievance is properly appealed to the Superintendent, the Superintendent or designee shall set a time to meet regarding the grievance within fifteen days after receipt of the appeal. Within ten days after the meeting, the Superintendent or designee shall issue a decision, in writing, to the parties involved.

**Step 3.** In the event the grievance is not resolved in Step 2, the grievant and the District may mutually agree to resolve the dispute through non-binding mediation provided by the Bureau of Mediation Services.

Section F. Denial of a Grievance:

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

Section G. Arbitration Procedures:

Subd. 1. Request. A request to submit a grievance to arbitration must be in writing signed by the aggrieved party, and such request must be filed in the office of the Superintendent within ten days following the decision in Step 2 of the grievance procedure or following Step 3 mediation.

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

Subd. 3. Selection of Arbitrator. Upon the proper submission of a grievance under the terms of this procedure, the parties shall, within ten days after the request to arbitrate, attempt to agree upon the selection of an arbitrator. If no agreement on an arbitrator is reached, either party may request the Commissioner to appoint an arbitrator, pursuant to PELRA, providing such request is made within twenty days after request for arbitration. The request shall ask the appointment be made within thirty days after the receipt of said request. Failure to agree upon an arbitrator or the failure to request an arbitrator from the Commissioner within the time periods provided herein shall constitute a waiver of the grievance.

Subd. 4. 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.

Subd. 5. Decision. The decision by the arbitrator shall be rendered within thirty days after the close of the hearing. Decisions by the arbitrator in cases properly before the arbitrator shall be final and binding upon the parties, subject, however, to the limitations of arbitration decisions as provided in P.E.L.R.A. The arbitrator shall issue a written decision and order, including findings of fact, which shall be based upon substantial and competent evidence presented at the hearing. All witnesses shall be sworn upon oath by the arbitrator.

Subd. 6. Expenses. Each party shall bear its own expenses in connection with arbitration including expenses relating to the party's representatives, witnesses, and any other expenses, which the party incurs in connection with presenting its case in arbitration. A transcript or recording shall be made of the hearing at the request of either party. The

parties shall share equally fees and expenses of the arbitrator, the cost of the 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.

Subd. 7. Jurisdiction. The arbitrator shall have jurisdiction over disputes or disagreements relating to grievances properly before the arbitrator pursuant to the terms of this procedure. The jurisdiction of the arbitrator shall not extend to proposed changes in terms and conditions of employment as defined herein and contained in this written agreement; nor shall an arbitrator have jurisdiction over any grievance which has not been submitted to arbitration in compliance with the terms of the grievance and arbitration procedure as outlined herein; nor shall the jurisdiction of the arbitrator extend to matters of inherent managerial policy, which shall include but are not limited to such areas of discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, the organizational structure, and selection and direction and number of personnel. In considering any issue in dispute, in its order the arbitrator shall give due consideration to the statutory rights and obligations of the public School Boards to efficiently manage and conduct its operation within the legal limitations surrounding the financing of such operations.

#### Section H. Election of Remedies and Waiver

A party instituting any action, proceeding or complaint in a federal or state court of law, or before an administrative tribunal, federal agency, state agency, or seeking relief through any statutory process for which relief may be granted, the subject matter of which may constitute a grievance under this Agreement, shall immediately thereupon waive any and all rights to pursue a grievance under this Article. Upon issuing a proceeding in another forum as outlined herein, the employee shall waive the right to initiate a grievance pursuant to this Article or, if the grievance is pending in the grievance procedure, the right to pursue it further shall be immediately waived. This section shall not apply to actions to compel arbitration as provided in this Agreement or to enforce the award of an arbitrator.

## **ARTICLE 15 GENERAL PROVISIONS**

#### Section A. Right to Representation

The Employer agrees to permit a representative of the Union to appear at all negotiations or grievance meetings with the appropriate administrative officer of the Board of Education. If such representative of the Union be scheduled to work during the time of such negotiation or grievance meeting, he or she shall be permitted to attend the meeting provided his or her absence from work will not interfere with efficient operation of the school plant and program, there being no requirement under this Section that grievance hearings be held during working hours.

#### Section B. Representatives' Right to Investigation

Representatives of the Union shall have access to the premises of the Employer at reasonable times to investigate in a reasonable manner grievances and other problems concerning the employees, provided the administration is given notice of such visits and such visits are conducted in a manner so as not to interfere unduly with work schedules.

Section C. Notice of Termination

Whenever possible, two (2) weeks written notice of intention to terminate employment shall be given to the Employer by an employee quitting his job.

Section D. Suspension or Dismissal

Theft, unauthorized personal use or abuse of school material, equipment or property or other just cause shall constitute grounds for suspension or dismissal of an employee.

Section E. Driving Laws

Bus drivers or employees using school vehicles are to be cautioned to follow State Highway Laws. Conviction of violation of traffic laws shall constitute grounds for suspension or dismissal, depending upon the severity of the offense.

Section F. Student Employment

It is understood between the parties that the following shall become the practice when hiring student employees to perform bargaining unit work:

Subd.1. The Union shall be notified of the intent to use student employees during the summer no less than fifteen (15) days prior to said employment.

Subd.2. Student employees shall work the same hours as bargaining unit members.

Subd.3. Student employees shall be mentored by bargaining unit members while working for the district.

Section G. Notification of New Hires:

The employer will notify the Union of any new hire with person's name, job title, worksite, location, home address, work telephone number, home and personal cell phone numbers, date of hire, work email address, and personal email address within first twenty (20) days of employment. The employer will also notify the exclusive representation within twenty (20) calendar days of the separation of employment or transfer of a bargaining unit employee out of the bargaining unit.

At least every 120 calendar days, the employer will provide the Union with the contact information for all bargaining unit employees in an Excel file.

Within 30 calendar days of the hire of a new employee, the employer will allow the Union at least 30 minutes of work time to meet in person with the newly hired employee.

Notice of any scheduled orientations will be provided at least 10 days in advance of the scheduled orientation. Any duly-elected steward or union officer meeting with a newly hired employee will be allowed paid work time to attend such meeting or orientation.

Section H. Bulletin Boards:

The Union shall be permitted the use of employee bulletin boards for posting matters of interest to its members.

Section I. Damage to Personal Property:

Eyeglasses, cell phone, clothes, and all other personal property broken in the course of employment may be replaced/fixed at cost to the employer, at the superintendent's discretion.

Section J. Deferred Compensation:

An employee may elect to contribute to the employer sponsored deferred compensation plan 403(b) or 457(b) up to the allowable maximum. There shall be no district contribution or match to the employee's own contributions.

Section K. Labor-Management Committee:

The Employer and the Union agree to the establishment of a labor-management relations committee which shall be utilized to communicate between the parties on a regular basis. The committee may address itself to employment problems encountered by the employees, questions over contract administration, and general activities which shall enhance the joint mission of providing a quality work and educational environment.

The committee shall be composed of three (3) members appointed by the Employer and three (3) members of the Union. Members shall serve until the appointment of any replacement. Meeting shall take place as often as deemed necessary by either party, but at least quarterly. The time and place for these meetings shall be mutually decided, and no employee shall suffer a loss of pay for attending such meeting. The party calling the meeting shall provide the other party with an agenda at least forty-eight (48) hours prior to the meeting. A designated secretary of the committee shall take minutes and a copy shall be approved by both parties.

The parties agree to request an initial training on labor-management committee from the Bureau of Mediation Services.

Section L.

Physical injury, bodily harm, an attempt to harm, or a threat leading to fear of an attack by students against staff shall be reportable to the School District and recorded, in writing, by the District. Incidents will be reported and discussed as legally allowed at the Safety Committee. Minutes of Safety Committee meetings and reports of injury, including cause, shall be provided to the School Board.

**ARTICLE 16  
TRANSPORTATION**

Section A. Hours and Mileage:

All hours worked shall be compensated, all employer directed travel shall be at the IRS mileage rate.

Section B. Transportation Requests:

All requests for transportation will be posted as soon as received and assignments made as early as possible in order to give the drivers more time in which to plan their private and family affairs.

Section C. Licensing:

Anyone wanting to drive a school bus must furnish and provide their own bus driver's license. Upon completion of one year of employment, the District shall reimburse bus drivers the cost of renewal of their Class B license. Bus drivers shall submit a requisition for reimbursement along with an invoice to the business office.

Section D. Physical:

The district shall reimburse employees for all driver annual physicals.

Section E. Extra Hours and Overtime for Transportation:

Extra bus driving assignments will be offered to qualified employees in the impacted classifications as follows:

1. All extra hours or overtime—such as for weekly activities, extra hours due to a shortage of a regular driver, or weekend bus trips, shall be offered among eligible employees by seniority within the impacted classification and rotated on an equal basis. Custodial/Drivers and Drivers shall be considered a single classification for the purposes of offering extra Transportation hours and Transportation overtime.
2. Rotation shall commence August 1 of each year. Each employee shall be assigned zero (0) hours of extra hours/overtime on that date. Hours shall be offered by seniority to the employee with the fewest extra hours or overtime hours, per the provisions set forth below. A refusal to accept extra or overtime hours shall be added to the employee's total hours for the purposes of computing extra hours/overtime worked for the rotation.
3. The employer shall offer extra hours to part-time bargaining unit employees who have not received 40 hours of work or who would not yet reach 40 hours during the course of working the offered hours/shift.
4. If there are no employees available to work the hours/shift on regular time, the employer shall then offer extra hours to employees who would incur overtime during the course of working the offered hours/shift.
5. If the extra hours will begin during an employee's regular hours of work but

would result in a greater total number of hours of work for the day, the employer shall offer that work to the employee and replace the employee for their regular hours.

6. Extra hours or overtime for employees driving an activity bus assignment, shall be paid for regular driving time and during any additional time when the employee is responsible for the bus (including meal time, during waiting periods during tournaments, etc.)

7. If no bargaining unit employees are available to work extra hours or overtime, the employer may offer the unfilled hours to non-bargaining unit part-time or casual employees.

9. The rotation and extra or overtime hours worked shall be posted and available to view by all employees. The rotation and extra or overtime hours worked shall be posted on a google doc (or similar app) and available to view by all employees.

10. The rotation for assignments will commence August 1 of each year. Each employee shall be assigned zero (0) hours of extra hours/overtime on that date. Hours shall be offered by seniority as per 1-9 above. A refusal to accept extra or overtime hours shall be added to the employee's total hours for the purposes of computing extra hours/overtime worked for the rotation.

11. Most activity bus runs should be posted with adequate notice of at least one week in advance. Most custodial overtime situations, may be determined only several days in advance, or on the same day extra custodial help is needed.

12. In the event that hours posted for overtime or extra hours are not filled by volunteers from the AFSCME unit, management may post extra hours externally, including for temporary hire.

13. Employees may not use the school bus as a personal vehicle to drive to locations other than that of the specific assignment. However, employees shall be allowed to travel a reasonable distance with the vehicle for fuel, meals, or parking.

14. For overtime or extra hours known more than 24 hours in advance, failure by the employee to respond to a call to the employee's phone in 4 hours shall constitute a refusal of the extra hours. For extra hours or overtime known less than 24 hours in advance, failure by the employee to respond to a call to the employee's phone in 1 hour shall constitute a refusal of the extra hours. This shall not apply to extra hours and overtime posted in advance electronically for review and sign-up.

15. If a custodial-driver or driver wishes to opt out of being offered additional hours or overtime, they may do so annually by submitting a signed and dated notice to the appropriate department supervisor by August 1.

16. Driving shall only be assigned to employees whose job descriptions require driving as a condition of employment.

17. The Employer shall prioritize cross-training employees on bus routes to ensure adequate staffing.

Section F. Charter Services:

The District has the right to contract for charter services to meet the needs of its students, organizations, and booster clubs in cases where the booster club or organization pays the majority of the trip. This includes District directed events.

Section G. Pay:

Subd. 1. All bus runs will be a minimum of two (2) hour(s) pay.

Subd. 2. All bus trips which require a separate return trip after less than four hours will receive an extra \$25. All bus trips, which require a separate return trip of more than four hours will receive an extra \$50.

Subd. 3. All bus trips which require an employee to pull a trailer shall receive an additional \$50.00 per run.

Section H. Limited-Schedule Drivers

Drivers who elect to bid or hire into morning-only or afternoon-only positions shall not be eligible for additional hours as outlined in Section E above unless all other bargaining unit employees have been offered and refused such hours. They shall be offered such hours prior to non-unit employees, including casual employees.

**ARTICLE 17  
HEALTH BENEFITS**

Section A. Insurance Plans

Subd.1. Life Insurance: All regular employees in the bargaining unit shall be covered under the following health and welfare plans:

1. \$10,000 group term life insurance for all eligible employees who have completed their 6-month probationary period.

2. \$1,000 paid-up life insurance policy for retirees who have worked at least ten (10) continuous years with the District as of the effective date of their retirement. The Employer is self-insured as per attachment.

All regular employees who work thirty (30) hours or more per week in the bargaining unit shall be covered under the following health and welfare plans:

Subd.2. Income Disability Plan. premium participation for Section A, 1A, and 1B, and 2 to be paid by the Employer.

Subd.3 Hospital Plan, Surgical, and Medical Benefits Plan.

1. Single Coverage: The School District shall contribute 95% of the monthly premium minus \$25 per month toward said coverage. Employees electing the Single Plan will pay the remaining 5% of the monthly premium plus \$25 per month.
2. Family Coverage The District shall contribute 70% minus \$25 per month toward said coverage. Employee electing the Family plan will pay the remaining 30% of the premium plus \$25 per month.

Subd.4. Plan Details.

1. All eligible employees shall be enrolled under the BC/BS “J” Plan Option which shall include a prescription drug co-pay to \$7.50 for formulary and \$15.00 for non-formulary drugs and a \$25.00 office co-pay. This policy change will also impact retired employees.
2. Employees will have the annual opportunity to voluntarily choose between the above BC/BS “J” plan or the BC/BS VEBA 100 plan with an \$1850/\$3700 Deductible. The monthly premiums will be paid in accordance with how they are paid for the “J” Plan. The School District shall contribute 85% of the VEBA deductible each year to the employee’s VEBA account until at least the year 2022. The 85% contribution will remain in place until both sides reach an agreement on a different amount. Any employee who incurs a medical or pharmaceutical bill greater than their current VEBA balance shall be entitled to an advance of the balance of the annual VEBA contribution or the amount necessary to cover the expense, whichever is less, by requesting payment in writing. The District may require that the employee provide proof of the expense (EOB – Explanation of Benefits from BC/BS, and/or actual bill from health care provider/pharmacist). Retirees opting for this plan will have the same contribution levels by the district.

Subd.5. Dental Coverage:

1. The School District shall contribute the full cost per month toward the premium for individual coverage in the District dental plan. The District shall contribute 70% of the cost of dental coverage towards family coverage, and the employee shall contribute 30% of the cost of said coverage.
2. Wages in lieu of the District's insurance premium participation shall not be allowed in the event an employee's total insurance costs are less than the above described rate.
3. It shall be understood by the parties of this Agreement that the hospital medical insurance plan's level of benefit coverage for active employees may only be changed to a different level of benefit coverage by negotiations.
4. In the event of a premium increase in the hospital medical insurance premiums, the Union shall have the right to request the School Board to call for bids on said insurance, and the Board shall do so.

Subd. 6. Seasonal employees. Defined as regular employees and who are covered under the Public Employees Retirement Association plan, and who are on summer leaves because of the nature of their work, will be covered by the Employer during the period of summer leave.

Section B. Grandfather Clause for Those Virginia Employees Who Retire Prior to January 1, 1985:

Any former employee who has retired and was receiving a contribution by the School District toward the cost of health and welfare benefits while retired at the time of the ratification of the Agreement for the period from January 1, 1984 to December 31, 1985, plus any employee who retires from service to the School District before January 1, 1985 and who is eligible for health and welfare benefits upon retirement shall be grandfathered into the levels of insurance coverage and School District contribution to the cost of the premium for said coverage in the same manner and the same degree as was in existence and force prior to the ratification of the Agreement for the time period from January 1, 1983 to December 31, 1983, shall remain applicable to these grandfathered employees and their dependents where appropriate. These grandfathered employees and dependents where appropriate, however, shall be placed in a separate pool for purposes of group insurance coverage.

Section C. Grandfather Clause for Active Virginia Employees Who Have Both Remained Continuously Employed from at least August 10, 1984 (including seasonal employees covered under Section B above) and Retired While Eligible For and Actually Receiving Fringe Benefits:

Any future retiree who was continuously employed by the School District from August 10, 1984 or any date prior to August 10, 1984, until the date of retirement and who is eligible for and actually receiving fringe benefits at the time of retirement shall be grandfathered into the levels of coverage and premium contribution by the School District as specified hereinafter. Within this

group of grandfathered employees is included seasonal employees who have benefit coverage under Section C above. The levels of coverage and School District contribution towards the cost of premiums shall be as follows:

Subd.1. The same as received by active employees under Section A of this Article. Any and all eligibility and proration language of this Agreement shall also apply.

Subd.2. In addition, the School District shall reimburse employees who retired prior to January 1, 2002 and who are covered under this Subsection for a portion of the 20% co-payment required under the applicable insurance coverage. For those future retirees covered under this subsection who have single coverage, the District shall reimburse up to the sum of \$200. For those future retirees covered under this subsection who have family coverage, the District shall reimburse up to the sum of \$400. These sums shall be paid at the same time and under the same conditions as any applicable deductibles.

Subd.3. For purposes of eligibility for the medical insurance plan, employees covered under this subsection may retire: 1) In accordance with the compulsory retirement age limit; 2) At an earlier age acceptable to the Public Employees Retirement Association (PERA); or 3) Because of permanent disability. If and when such an employee becomes eligible for Medicare, said supplemental plan to go into effect in conjunction with the Medicare plan. In the event Part A Medicare coverage is not available to the retiree, the Employer agrees to continue coverage for the employee and his dependents where applicable under the same hospital medical benefit plan coverage stipulated in this subsection.

Section D. Future Retirees Hired On or After August 10, 1984:

Any employee hired by the District on or after August 10, 1984, who also retires from service to the District shall not be eligible for any contribution from the District toward the cost of any insurance plans upon retirement. While actively employed by the District, such employees hired on or after August 10, 1984, shall have their eligibility for District contribution toward fringe benefits determined by the provisions of this Agreement. Employees who were hired after August 10, 1984, shall be allowed to stay in the group health plan, upon their retirement, provided they pay the premiums for said coverage.

Section E. Health Care Savings Plan: District’s contribution grid for each employee’s Minnesota State Retirement System’s Health Care Savings Plan.

<b>Schedule A</b> 30 hours/week or over employees		<b>Schedule B</b> Less than 30 hours/week employees	
Years of Service	Annual Contribution	Years of Service	Annual Contribution
1-4	\$0	1-4	\$0
5-9	\$200	5-9	\$100
10-14	\$400	10-14	\$200

15-19	\$600	15-19	\$300
20-24	\$800	20-24	\$400
25+	\$1000	25+	\$500

Employee hired BEFORE 07/01/2007

The district’s annual contribution to each employee’s HCSP shall be based on the schedules above. Schedule A will be used for employees working 30 or more hours per week and Schedule B for employees working less than 30 hours per week. The maximum lifetime employer paid contribution entitlement is calculated by multiplying the employee’s daily rate of pay on June 30, 2009 based on the 2008-2009 wage schedule times 65 days (\$9,000 minimum lifetime employer paid contribution for employees working 30 hours or more per week or \$3,000 minimum lifetime employer paid contribution for employees working less than 30 hours per week) providing the employee retires from the district with 10 years continuous service with the district and 55 years of age or older. Catch-up provision: Up to five years prior to retirement, the employee has the option to receive their remaining entitlement in equal annual installments into their HCSP up until their retirement date. The calculation above (65 days, etc.) shall be used for all qualified retiring employees upon notification of retirement. The employee may state their intent to retire in writing prior to April 15<sup>th</sup> to receive this benefit. Any previous contributions by the district to the employee in the form of HCSP or 403(b) shall be subtracted from the maximum entitlement to calculate the remaining contribution installments.

Employees hired AFTER 07/01/2007

Each active member hired after 07/01/2007 is entitled to a contribution into their MSRS Health Care Savings Plan based on the above schedules. Schedule A will be used for employees working 30 or more hours per week and Schedule B for employees working less than 30 hours per week. All contributions cease when employment with the district ends. No minimum entitlement exists. The maximum lifetime employer paid contribution entitlement is \$15,000 for employees working 30 or more hours per week and \$7,500 for employees working less than 30 hours per week.

For Employees Listed on the 6/23/2021 HCSP Appendix A (former ISD 2154 employees who would have qualified for benefits under the AFSCME contract with ISD 2154)

The district’s annual contribution to each employee’s HCSP shall be based on the schedules above. Schedule A will be used for employees working 30 or more hours per week and Scheduled B for employees working less than 30 hours per week. The maximum lifetime employer paid contribution entitlement is calculated on Appendix A (\$9,000 minimum lifetime employer paid contribution for employees working 30 hours or more per week or \$3,000 minimum lifetime employer paid contribution for employees working less than 30 hours per week) provided the employee retires from the district with 10 years continuous service with the district (including time worked for ISD 2154 and time worked for ISD 2909) and is immediately eligible at the time of separation to receive an annuity from PERA or TRA. Catch-up provision: up to five years prior to retirement, the employee has the option to receive their remaining entitlement in equal annual installments into their HCSP up until their retirement date. The

employee may state their intent to retire in writing prior to April 15<sup>th</sup> to receive this benefit. Any previous contributions by the district to the employee in the form of HCSP contributions shall be subtracted from the maximum entitlement to calculate the remaining contribution installments.

Section F. District Contributions

District contributions shall be made into each employee's Health Care Savings Plan on May 1<sup>st</sup> (or the last business day proceeding May 1<sup>st</sup> if it falls on a weekend) each year.

Section G. Survivor Coverage

For all employees, survivor hospital medical coverage will be paid for one year after the death of an employee not on retirement.

Section H. Flexible Spending Accounts

Part- and full-time employees are eligible to enroll in and contribute to flexible spending accounts. The employer shall provide information to all employees upon hire and during open enrollment.

**ARTICLE 18  
CATASTROPHIC EVENTS**

Less than full-time employees shall be paid in an extraordinary event that prevents the normal administration of business, such as a major health outbreak, an act of terrorism, a failure of critical infrastructure, or a natural disaster.

**SCHEDULE A**

**ROCK RIDGE AFSCME HOURLY WAGE SCHEDULE**

**7/1/202~~5~~<sup>4</sup>**

**Maintenance**

Custodian/General	
Maintenance/Grounds/Driver	\$ 25.75
Custodian/General Maintenance/Grounds	\$ 24.90
Lead Custodian	\$ 26.00
Bus Driver	\$ 25.14
Engineer/Plumber	\$ 29.49
Handyman/Carpenter	\$ 27.46
Transportation Maintenance	\$ 27.46

**Secretarial, Clerical**

Secretary/Clerical	\$ 24.87
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**Media Aide**

Media Aide	\$ 22.00
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**Techs**

Technology Support Level 2	\$ 33.49
Technology Support Level 1	\$ 23.22
Technology-Database Specialist	\$ 29.38

**Para Educators; ECFEs, Educational Interpreters**

Paraprofessional	\$ 19.97
<u>Float Paraprofessional</u>	<u>\$ 19.97</u>
<u>EBD Setting 4 Paraprofessional</u>	<u>\$ 20.72</u>
Early Childhood/SPED Aides	\$ 18.15
Interpreter	\$ 22.39
Paraprofessional Student Supervisor	\$ 19.97
	\$
School-Age Childcare	<u>15.00</u> <del>18.15</del>
Paraprofessional/Driver – paid at 20% over the regular paraprofessional rate of pay	

**Certified Occupational Therapy Assistants, Licensed Practical  
Nurses, Registered Nurses**

Health Service Assistant LPN	\$ 25.10
Health Service Assistant RN	\$ 32.87

Upon ratification of the 2025-2027 contract, all active employees covered by the contract shall receive a one-time \$300.00 stipend.

The first pay period following the first day of the 2026-2027 school year, all active employees covered by the contract shall receive a one-time \$150 stipend.

The first pay period following the start of the second semester of the 2026-2027 school year, all active employees shall receive a one-time \$150 stipend.—

**SCHEDULE B**

CERTIFICATION, LICENSURE PAY, AND SPECIAL ASSIGNMENT PAY

Engineer Plumber-~~"B"~~ license progression scale will be as follows:

Salary increases for the Engineer/~~Plumber-B~~ position will be awarded upon successfully obtaining each license.

ENGINEER PLUMBER LICENSE PROGRESSION SCALE

Special Engineers	<del>\$0.25</del> <u>0.50</u> per hour
Second Class C	<del>\$0.25</del> <u>0.50</u> per hour <u>(\$1.00/hour total)</u>
First Class C	<del>\$0.25</del> <u>0.50</u> per hour <u>(\$1.50/hour total)</u>
Chief	<del>\$0.25</del> <u>0.50</u> per hour <u>(\$2.00/hour total)</u>

Pool License (Pool checks) ~~—————~~ \$0.25~~0.50~~ per hour for all employees who hold the necessary Pool License

MPCA Class A Operator	\$0.25 per hour
MPCA Class B Operator	\$0.25 per hour

The Employer will reimburse employees the cost of obtaining or renewing the above licenses, including the cost of renewal and the cost of courses/continuing education (including registration and mileage).

Campus/Boiler Checks

Scheduled campus and Boiler checks shall be paid for two (2) hours at time and one-half (1 ½) the Employee's regular rate of pay.

Heating Season On Call

November through April, the employer and Engineer/Plumber employees may agree to a schedule for on-call work due to the needs of the department for boiler, plumbing, and heating maintenance. If the employer and the impacted employees reach a mutual agreement to establish on call work, a call schedule would be established with employee input and agreement. Employees on call will be compensated two (2) hours of pay at time and one-half (1-1/2) their regular rate of pay for each weekday (Monday-Friday) on call and three (3) hours pay at time and one-half (1-1/2) for each weekend day spent on call (Saturday, Sunday), or a total of sixteen (16) hours for each week spent on call. In the event of an actual call-out, employees will receive compensation per the existing agreement.

Supervision Work:

- a. Supervision work shall include before school supervision, cafeteria supervision, noontime (recess) supervision, after-school supervision, and club supervision.
- b. Employees performing supervision work shall be paid their regular hourly rate to a maximum of 90 hours per year, as posted.
- c. Supervision positions available to non-teachers shall be posted internally as per Article 12.

## **APPENDIX A BUMPING**

The following criteria necessarily precipitate a bump within full time bargaining positions:

1. A reduction or elimination of bargaining unit position(s) (full-time)
2. A reduction in hours of work
3. A reduction in the rate of pay.
4. A change in physical building assignment.
5. A permanent change in the hours of work from the posted position's hours
6. A change in the posted position's scheduled days.
7. A change in the posted position's minimum qualifications, by adding requirements related to licensure or certification (e.g. CDL boiler's license; swimming pool license, etc.)

If any of these conditions are met, the effected employee shall be entitled to bump a junior employee in a position where the effected employee has seniority rights and the qualifications to perform the duties of the position. These criteria shall apply only to the full time AFSCME bargaining unit positions. The effected employee shall have ten (10) working days from the date of formal notification from the District regarding any of the above listed changes to designate to his/her immediate supervisor the position into which they have chosen to bump.

The parties may agree to hold a "bump day" to expedite the process if they agree that the bumping will cause a succession of bumps and take an inordinate amount of time to complete the process.

**ARTICLE 19**

**DURATION**

The terms and conditions of this Agreement shall remain in full force and effect for a period of July 1, 202~~5~~<sup>3</sup> through June 30, 202~~7~~<sup>5</sup> and continue year to year thereafter unless either party gives notice at least thirty (30) days prior to the annual renewal date of a desire to amend or terminate this Agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals:

Dated this \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

Dated this \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

ISDDS #2909, Rock Ridge School District

American Federation of State, County and  
Municipal Employees, AFL-CIO, Minnesota  
Council 65, Local No.3

By: \_\_\_\_\_  
School Board Chair

By: \_\_\_\_\_  
Council 65 Staff Representative

By: \_\_\_\_\_  
School Board Clerk

By: \_\_\_\_\_  
President of Local #3

By: \_\_\_\_\_  
District Witness

By: \_\_\_\_\_  
Local Witness