MASTER AGREEMENT

Between
Independent School District #2753
Long Prairie-Grey Eagle, Minnesota
And
International Union of Operating Engineers Local #70

Food Service, Clerical, Educational Assistants

July 1, 2017 through June 30, 2019
Contents

ARTICLE I--PREAMBLE .................................................................2
ARTICLE II--RECOGNITION OF EXCLUSIVE REPRESENTATIVE ........2
ARTICLE III--DEFINITIONS .........................................................3
ARTICLE IV--EMPLOYER RIGHTS .................................................3
ARTICLE V--EMPLOYEE RIGHTS ..................................................3
ARTICLE VI--SENIORITY ...............................................................5
ARTICLE VII--DISCIPLINE AND DISCHARGE ...............................6
ARTICLE VIII--GRIEVANCE PROCEDURE ....................................7
ARTICLE IX--HOURS OF SERVICE .................................................9
ARTICLE X--LEAVES OF ABSENCE ..............................................10
ARTICLE XI--HOLIDAYS AND VACATIONS ..................................13
ARTICLE XII--GROUP INSURANCE .............................................14
ARTICLE XIII--MEET AND CONFER ..........................................15
ARTICLE XIV--RATES OF PAY ....................................................16

IN WITNESS WHEREOF, The parties hereto have executed this Agreement as follows:......20
ARTICLE I--PREAMBLE

Section 1: Parties and Duration

This Agreement is made and entered into this 22nd day of February 2018 by and between Independent School District #2753, Long Prairie-Grey Eagle, Minnesota, hereinafter referred to as the School District, and Local No. 70 of the International Union of Operating Engineers, hereinafter referred to as the Union. This Agreement shall remain in full force and effect for a period commencing on July 1, 2017 through June 30, 2019 and thereafter until modifications are made pursuant to the Public Employment Labor Relations Act as amended, hereinafter referred to as the P.E.L.R.A.

Section 2: Purpose

The employer and the Union recognize the need to promote orderly and constructive relationships and that unresolved disputes between the Employer and it’s employees are injurious to the public as well as the parties involved - therefore, this Agreement has as it’s purpose the promotion of harmonious relationships between the parties: The establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work and other conditions of employment.

Section 3: Sympathy Strike

The Union agrees not to engage in a sympathy strike or work stoppage during the term of this agreement. Participation by an employee in a sympathy strike or work stoppage shall constitute just cause for discharge.

ARTICLE II--RECOGNITION OF EXCLUSIVE REPRESENTATIVE

Section 1: Recognition

In accordance with the P.E.L.R.A., the Employer recognizes the Union as the exclusive representative for food service, clerical staff and educational assistants employed by the Employer, which Union, shall have those rights and duties as prescribed by the P.E.L.R.A. and as described in the provisions of this Agreement.

Section 2: Description of Appropriate Unit

For purposes of this Agreement, the term, support staff, shall mean all persons in the appropriate unit employed by the District in such classifications as food service, clerical and educational assistants, excluding the following: confidential employees, supervisory employees, part-time employees whose services do not exceed 14 hours per week or thirty-five percent (35%) of the normal work week of the employee’s bargaining unit, and employees who hold positions of a temporary or seasonal character for a period not in excess of sixty-seven (67) working days in any calendar year.

Section 3: Unit Clarification

Disputes which may occur over the inclusion or exclusion of new or changed job positions or classifications shall be referred to the State Bureau of Mediation Services for expedient resolution. The decision of the State Bureau of Mediation Services shall prevail during or pending any appeal(s) from such decision.

Section 4: Exclusivity

The Employer will not meet and confer or meet and negotiate with any individual employee(s) or with any other employee organization with respect to the terms and conditions of employment of the employee(s) covered by this Agreement except through the Union or its authorized representatives.
 ARTICLE III--DEFINITIONS

Section 1: Terms and Conditions of Employment

Terms and conditions of employment shall mean the hours of employment, the compensation therefor including fringe benefits except retirement contributions or benefits, and the Employer's personnel policies affecting the working conditions of the employees.

Section 2: Other Terms

Terms not defined in this Agreement shall have those meanings as defined by the P.E.L.R.A

 ARTICLE IV--EMPLOYER RIGHTS

Section 1: Inherent Managerial Rights

The Union recognizes that the Employer is not required to meet and negotiate on matters of inherent managerial policy, which include, but are not limited to, such areas of discretion or policy as the functions and programs of the Employer, its overall budget, utilization of technology, the organizational structure and selection and direction and number of personnel.

Section 2: Effect of Laws, Rules and Regulations

The Union recognizes that all employees covered by this Agreement shall perform the services and duties prescribed by the Employer and shall be governed by the laws of the State of Minnesota. The Union also recognizes the right, obligation and duty of the Employer and its duly designated officials to promulgate rules, regulations, directives and orders from time to time as deemed necessary by the Employer insofar as such rules, regulations, directives and orders are not inconsistent with the terms of this Agreement. Any provision of this Agreement found to be in violation of any such laws, rules, regulations, directives or orders shall be null and void and without force and effect. All other valid provisions shall remain in full force and effect.

Section 3: Reservation of Managerial Rights

The foregoing enumeration of Employer rights and duties shall not be deemed to exclude other inherent management rights and management functions not expressly reserved herein, and all management rights and management functions not expressly delegated in this Agreement are reserved to the Employer.

 ARTICLE V--EMPLOYEE RIGHTS

Section 1: Right to View

Nothing contained in this Agreement shall be construed to limit, impair or affect the right of any public employee or his/her representative to the expression or communication of a view, grievance, complaint or opinion on any matter related to the conditions or compensation of public employment or their betterment, nor shall it be construed to require any public employee to perform labor or services against his/her will, so long as the same is not designed to and does not interfere with the full, faithful and proper performance of the duties of employment or circumvent the rights of the Union.

Section 2: Right to Join

Employees shall have the right to form and join labor or employee organizations, and shall have the right not to form and join such organizations. Employees in an appropriate unit shall have the right by secret ballot to designate an exclusive representative for the purpose of negotiating grievance procedures and the terms and conditions of
employment.

Section 3: Dues Checkoff

The Employer shall deduct monthly membership dues from the earnings of those employees who authorize such deductions in writing. The Union shall submit such authorizations and certify the amounts to be deducted at least seven (7) days prior to the end of the payroll period for which the deductions are to be effective, and the deductions shall continue in effect until canceled in writing by the employee. The aggregate deductions of all employees, together with a list of names of the employees from whom deductions were made, shall be remitted to the Union office within ten (10) days after such deductions are made. Employees who work less than twelve (12) months per year shall have twelve months of dues deducted in equal amounts during the months during which they appear on the payroll.

Section 4: Fair Share Fee

In accordance with P.E.L.R.A. as amended, any employee included in the appropriate unit who is not a member of the Union shall be required by the Union to contribute a fair share fee for services rendered as exclusive representative. The fair share fee required of any employee shall be in an amount equal to the regular membership dues of the Union, but in no event shall the fee exceed 85% of the regular membership dues.

The Union shall provide written notice of the amount of the fair share fee assessment to the Employer and to each employee to be assessed the fair share fee.

A challenge by an employee or by a person aggrieved by the assessment shall be filed in writing to the Commissioner, the Employer, and the Union within thirty (30) days after receipt of the written notice. All challenges shall specify those portions of the assessment challenged and the reasons therefor, but the burden of proof relating to the amount of the fair share fee shall be on the Union. The Employer shall deduct the fee from the earnings of the employee and transmit the fee to the Union within thirty (30) days after the written notice was provided, or, in the event a challenge is filed, the deduction for a fair share fee shall be held in escrow by the Employer pending a decision by the Commissioner or Court. Any fair share challenge shall not be subject to the grievance procedure.

The Union hereby warrants and covenants that it will defend, indemnify and save the Employer harmless from any and all actions, suits, claims, damages, judgements, and executions or other forms of liability, liquidated or unliquidated, which any person may have or claim to have, now or in the future, arising out of or by reason of the deduction of the fair share fee specified by the Union as provided herein.

Section 5: Employee Lists

The Employer shall advise the Union office in writing of the names, addresses, classifications, birth dates and insurance coverage (single or dependent) of all employees added to this bargaining unit. The Union office shall be notified in writing upon the effective date of termination. The list will be transmitted no later than one week following the payroll period in which the change occurs.

Section 6: Union Stewards

The Union, upon written notification to the Employer, may designate employees within a bargaining unit to serve as steward(s). The steward shall be allowed reasonable time to investigate and resolve grievances, participate in contract negotiations, post Union notices and announcements, and transmit communications authorized by the Union to the employer. Time lost due to Union business may be made up by the steward at straight time.
Section 7: Visitation Rights

Representatives of the Union, previously identified to the Employer in writing by the Union, shall be permitted to come on the premises of the Employer for the purpose of investigating and discussing grievances, and preparing the initial contract proposal, in a responsible and a manner which is not disruptive to either the educational programs of the District or the work days to its employees. The Employer shall be notified prior to each visit.

Section 8: Employee Bulletin Boards

Stewards shall be allowed to post Union information otherwise not transmitted electronically, or posted as reminders of Union activities to the employees in a mutually agreed to designated area.

ARTICLE VI--SENIORITY

Section 1: Seniority Defined

Subd. 1. Seniority shall be defined as the preference to which an employee is entitled in connection with lay-off and recall, in recognition of his/her length of service with the Employer. Classification seniority shall be defined as the total hours for which an employee has received pay in a specific classification. If an employee is working in more than one classification, the employee shall have all hours worked credited to the classification for which he/she is scheduled for the majority of the work time.

Subd. 2. When an employee changes classification or when the employee’s hours for which he/she is paid are split between more than one classification and this results in a change in classifications, the employee will start accumulating seniority in the new classification at that time. Seniority from prior classifications shall not count towards the new classification seniority.

Subd. 3. Unit seniority is defined as an employee’s length of service with the Employer and unit seniority will be used except for the purposes of lay-off and recall.

Section 2: Loss of Seniority

Seniority shall be lost by any of the following:
1) voluntary resignation.
2) Discharge, for just cause.
3) Lay-off for more than 18 months.

Section 3: Layoff and Recall

The employee with the least classification seniority in his/her job classification shall be considered for lay-off first, and upon recall employees with the most seniority shall be considered for recall first. This section does not apply in those cases where a lay-off is due to a building being closed temporarily because of equipment breakdown, quarantine, loss of a utility or damage from natural or unnatural disaster.

Subd. 1. Employees affected by lay-off shall have the right to bump any less senior employee in the same classification, or her/she may bump any less senior employee in another classification, provided the employee has completed a probationary period in the other classification and is qualified and demonstrates the skills to do the work of the other classification.

Subd. 2. Employees shall have re-call rights for eighteen (18) months from the date of layoff.

Section 4: Notification

ISD #2753
FCA 2017-19
5
In the event of a lay-off or change of hours worked, the School District shall notify the Union office and the employee(s) no less than thirty (30) calendar days in advance.

Section 5: Job Openings

Subd. 1. Unit seniority day defined in Section 1 shall apply as described in this section for bidding on job openings.

Subd. 2. In the event of a job opening, the job shall be announced by bulletin for a period of five (5) working days, and qualified employees within the bargaining unit shall be given the first opportunity to bid on the position. The Employer shall determine qualifications and reserves the right to select the most qualified employee from the unit or to hire outside the unit if the person is more qualified.

Subd. 3. The Employer agrees that, whenever an employee covered by this Master Agreement applies for a job opening as defined by the Master Agreement, the Employer shall grant that employee an interview regarding the job opening.

Subd. 4. This section does not apply to probationary employees.

Subd. 5. All job openings will be filled as soon as can practically be accomplished as determined by the School District.

Section 6: Seniority List

The Employer agrees to prepare and post a seniority list of all employees covered by this Agreement by job classification. The seniority list shall be prepared and posted every year in January. Unless a written and dated statement challenging the seniority standing of an employee is filed with the Superintendent within twenty (20) working days after the date the seniority list is posted, the seniority standing of the employees as shown on such seniority list shall be deemed to be correct.

Section 7: Probationary Period

The first nine (9) months of employment, not including summer lay-off, shall be considered a probationary period. During such probationary period, an employee will have no recourse if discharged by the Employer. Upon completion of the probationary period, the employee will be entitled to seniority standing from most recent date of hire by the Employer.

Section 8: Probationary Period - Change in Classification

Employees changing classifications shall serve a thirty (30) day probationary period. If it is determined by the Employer that the employee’s performance in the new classification is unsatisfactory, the Employer shall have the right to return the employee to his/her former classification and work location. The Employer’s decision is not subject to the grievance procedure.

**ARTICLE VII--DISCIPLINE AND DISCHARGE**

Section 1: Discipline

Subd. 1. *Just Cause:* Disciplinary action may be imposed upon an employee only for just cause.

Subd. 2. *Minor Infractions:* Disciplinary action dealing with initial minor infractions, irregularities or deficiencies shall be accomplished in a confidential manner.

Subd. 3. *Grievance Procedure:* Any disciplinary action imposed upon an employee (in Items 1, 2, 3 and 4 of Subd. 4. of this section) may be processed through the grievance procedure.

ISD #2753
FCA 2017-19
6
Subd. 4. Normal Disciplinary Procedure: The normal disciplinary procedure shall be as follows:
1) Oral reprimand (Copy to Employee)
2) Written reprimand (Copy to Union Office)
3) Suspension or Demotion (Copy to Union Office)
4) Discharge (Copy to Union Office)

Subd. 5. Written Reprimand: When any disciplinary action is intended, the Employer shall notify the employee in writing of the specific reason(s) for such action. In the case of a written reprimand, suspension, demotion or discharge, a copy shall be sent to the Union Office.

Section 2: Right to Union Representation:

Subd. 1. Union Present: The employee shall have the right to have Union representation during an investigation that may lead to suspension, demotion, or discharge action.

Subd. 2. Right to Grieve: The Union shall have the right to take up a suspension and/or discharge or demotion as a grievance at the third (3rd) step of the grievance procedure and the matter shall be handled in accordance with the grievance procedure through the arbitration step if deemed necessary.

Section 3: Probationary Employees:

The provisions of this article are not applicable to probationary employees.

Section 4: Personnel Records:

Subd. 1. Oral Reprimands: All reprimands shall become part of an employee’s personnel record.

Subd. 2. Copy of Record: Each employee shall be furnished with a copy of all evaluative and disciplinary entries into his/her personnel office record and shall be entitled to have his/her written response included therein. All disciplinary entries in the personnel office record shall state the corrective action expected of the employee.

Subd. 3. Right to View Record: The contents of an employee’s personnel office record shall be disclosed to him/her upon request and to the employee’s Union representative upon the written request of the employee.

ARTICLE VIII-GRIEVANCE PROCEDURE

Section 1: FOR THE PURPOSE OF THIS ARTICLE, the following definitions shall apply.

Subd. 1. Grievance: A grievance shall mean an allegation by an employee resulting in a disagreement between the employee and the School District as to the interpretation or application of terms and conditions contained in this Agreement.

Subd. 2. Days: “Days” mean working days excluding Saturdays, Sundays, and any days designated by this Agreement or by Minnesota Statutes as holidays.

Subd. 3. Extension: Time limits specified in this Agreement may be extended by mutual written agreement.

Subd. 4. 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. 5. **Act or Event Giving Cause:** The day in which the act or event giving cause for the grievance to be filed shall be considered the day or days in which the grievance occurred or the day in which the party filing the grievance became aware of the Act or Event.

Subd. 6. **Aggrieved Person:** The “Aggrieved person” is the employee filing the grievance. If in the judgement of the Union, the grievance affects a group of more than one (1) employee, it may be presented by the Union at the second (2nd) step of the grievance procedure.

Subd. 7. **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 allowed.

Subd. 8. **Reduced to Writing:** “Reduced to Writing” means a written statement outlining the nature of the grievance, the provision(s) of the agreement in dispute, and the relief requested.

Subd. 9. **Answer:** “Answer” means a written response outlining the Employer’s or Employer’s designee’s position on the grievance.

Subd. 10. **Employer’s Designee:** The Employer’s Designee shall be the person appointed by the Employer to handle the grievance at each level, providing the Employer has provided the steward and Union office with a written list of the designees prior to the filing of any grievance. In the absence of any list, the Employer’s designee shall be as follows:

1) Level I - Immediate Supervisor/Building Principal
2) Level II - Superintendent
3) Level III - School Board Chairperson
4) Level IV – Arbitrator

**Section 2: Time Limitations and Waiver**

Grievances shall not be valid for consideration unless the grievance is submitted in writing to the Employer’s designee, setting for the facts and the specific provision(s) of the Agreement allegedly violated and the particular relief sought within twenty (20) days after the act or event giving cause to the grievance occurred. Failure to file any grievance within such period shall be deemed a waiver thereof. Failure to appeal a grievance from one level to another within the time periods hereafter provided shall constitute a waiver of the grievance. The parties, by mutual agreement, may waive any step and/or extend any time limits in the grievance procedure.

**Section 3: Adjustment of Grievance**

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

Subd. 1. **Level I:** Within ten (10) days following the receipt of the written grievance the immediate supervisor/building principal shall meet with the “grievant” to resolve the grievance. If settlement is not agreed upon, the immediate supervisor/building principal shall report in writing his/her disposition of grievance to the Superintendent, the aggrieved person, and the Union within ten (10) days of that meeting.

Subd. 2. **Level II:** Within ten (10) days after receiving the immediate supervisor’s/building principal’s written decision, the grievant and/or the Union may appeal the decision in writing to the Superintendent. Within ten (10) days of receiving the appeal from the Union and/or the grievant, the Superintendent or his/her designee shall meet with the grievant and/or the Union designee. The Superintendent shall answer the grievance in writing to the grievant and the Union within fifteen (15) days of the meeting.

Subd. 3. **Level III:** Within fifteen (15) days after receiving the Superintendent’s decision the aggrieved person and/or the Union representative may appeal the decision in writing to the School Board. The School
Board shall meet with the aggrieved person and/or Union representative within twenty (20) days of receipt of the appeal in an attempt to resolve the grievance. The School Board shall issue a written decision to the aggrieved person and the Union twenty (20) days of that meeting.

**Subd. 4. Appeal:** If the parties do not reach an agreement in Level III, either party may request arbitration by serving a written notice on the other party of their intention to proceed to arbitration.

**Section 4: Arbitration**

**Subd. 1. Selection:** Either party may request arbitration within thirty (30) days of the receipt of the written decision in Level III by filing with the State Bureau of Mediation Services. Upon receipt of a list of arbitrators from the State Bureau of Mediation Services, the Employer and the Union shall flip a coin to determine who shall strike the first, and the parties shall alternate strike until one name remains. The name remaining shall be the arbitrator. The striking process shall be completed within fifteen (15) days of receiving the list of arbitrators from the Bureau of Mediation Services. If, on the fifteenth (15th) day, either party refuses to strike, the other party shall select the arbitrator from the arbitrators still remaining on the list.

**Subd. 2. Submission of Grievance Information:** Upon appointment of the arbitrator, the appealing party shall, within fifteen (15) days after notice of appointment, forward to the arbitrator, with a copy to the Employer, the submission of the grievance which shall include the following:

1) The issues involved,
2) Statement of the facts,
3) Position of the grievant,
4) The written documents relating to the grievance procedure.

The Employer may make a similar submission of information relating to the grievance either before or at the time of the hearing.

**Subd. 3. Decision:** The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement. The decision of the arbitrator shall be final and binding on both parties. The arbitrator shall make his/her findings known simultaneously to the Employer, the Union, the State Bureau of Mediation Services, and the employee.

**Subd. 4. Cost of Arbitration:** The parties shall share equally fees of the arbitrator, but the cost of the transcript or recording will be paid by the party requesting the same or shared if mutually agreeable.

**Section 5. Time Limits**

Failure to adhere to the time limits by the Union shall result in a forfeit of the grievance, or, in the case of the Employer or its designee, shall require alleviation of the grievance as outlined in the last statement by the Union representative. The grievance may be withdrawn by the Aggrieved person and the Union representative at any level in writing without prejudice.

**ARTICLE IX--HOURS OF SERVICE**

**Section 1: Basic Work Week**

A regular work week shall consist of 30 to 40 hours assigned on consecutive days, exclusive of lunch, for full-time employees. All shifts are to be consecutive hours.

**Subd. 1. Split Shift:** If mutually agreed between the Employer and the employee in writing, a split shift may be implemented.

ISD #2753
FCA 2017-19
9
Subd. 2. Additional Hours: Additional hours will be first offered to bargaining unit employees before hiring part-time or temporary employees. The hours shall be first offered in the classification where the additional hours occurred. If no one within the classification requests the additional hours, the hours will be offered by seniority to the qualified bargaining unit employees. This provision shall include summer work, custodial and grounds only and shall be paid at the same rate as summer temporary workers. These hours shall not apply for purposes of accumulation of other benefits provided in this work agreement.

Section 2. Part-Time Employees

The Employer reserves the right to employ such personnel as it deems desirable or necessary on a part-time or casual basis. The Employer agrees, however, to first give current qualified employees the opportunity to work more hours (up to 40) whenever possible.

Section 3. Shifts and Starting Time

All employees will be assigned starting times and shifts as determined by the Superintendent or his/her designee. The Employer shall give five (5) working days notice before changing an employee’s regular scheduled hours unless by mutual agreement. The Employer still reserves the right to call an Employee in early or extend an employee’s hours.

Section 4: Lunch Period

Employees shall be provided a duty free lunch period of at least 30 minutes.

Section 5: Time Clock

All hourly employees shall punch in at the beginning of the workshift and out at the end of the shift. No deviations from assigned hours will be allowed or compensation allowed for extra time unless assigned by the employee’s supervisor.

Section 6: School Term Employee

All school term employees shall be guaranteed a minimum of 175 full days of employment during the Agreement year. If school is cancelled due to an emergency or inclement weather and an additional day or days are not scheduled; employees may use vacation time or make up missed hours by attendance at either an in-service sponsored by the school or at a workshop approved by the District. The District is not obligated (but may do so at their discretion) to offer “make-up” days/hours to employees.

**ARTICLE X--LEAVES OF ABSENCE**

Section 1: Jury Duty

An employee called for jury duty or to give testimony before any judicial tribunal will be compensated for the difference between that employee’s pay and the pay received for the performance of such obligations, excluding payment for meals and mileage.

Section 2: Maternity or Adoption Leave

Subd. 1. Application: The employee shall submit written application for maternity or adoption leave to the Superintendent.

Subd. 2. Effective Date: Maternity or adoption leave will commence at a date to be mutually agreed to by the Superintendent and the employee. The Employer may require a statement from the employee’s physician for use in determining the date for initiating a maternity leave and the duration of such leave.
Subd. 3. Length of Leave: The District shall grant maternity or adoption leave of up to one (1) year without pay.

Subd. 4. Reinstatement: Following childbirth or adoption, and upon signifying of the employee’s intent to return to work in writing within the one (1) year leave period, the employee shall be reinstated to his/her original job or to a position of like status and pay unless the employee’s position has been eliminated due to reduction in workforce as set forth in Article VI. The employee shall retain all salary and fringe benefits which had accrued prior to taking maternity or adoption leave.

Section 3: Personal Leave

Subd. 1. At the beginning of the school year, each employee shall be granted two (2) days each school year to use for personal business which cannot be handled outside of working hours. An employee planning to use a personal day of leave shall give forty-eight (48) hours’ notice, except in an emergency. Said notice is to be in writing and submitted to the Superintendent stating the reason for the leave. Personal leave, when used, shall be deducted from sick leave. No more than two (2) members of the bargaining unit in each building (PK-6 and Secondary School) may take personal leave on the same day. However, at the District’s discretion, if substitute staff is available, more than two (2) members in each building may take personal leave.

Subd. 2: An employee using no personal leave in the preceding year shall be granted one additional personal leave day the following year to a maximum of three (3) days.

Section 4: Funeral Leave

Up to five (5) days of leave per year shall be allowed to an employee, the days to be deducted from sick leave, for each death in the employee’s family. Family is defined as either the employee’s or the employee’s spouse’s, grandmother, grandfather, father, mother, brother, sister, niece, nephew, husband, wife, child or grandchild, aunt and uncle.

Section 5: Sick Leave

Subd. 1: All employees shall earn sick leave at the rate of fifteen (15) days for the first year and 10 days for each subsequent year of service in the employ of the School District. Sick leave shall be credited at the beginning of the school year. Employees employed for less than the full year, but for fourteen or more hours per week, will be granted this benefit on a pro rata basis.

Subd. 2: Unused sick leave days may accumulate to 120 days during the period of employment in the District.

Subd. 3: Sick leave with pay shall be allowed by the Employer whenever an employee’s absence is found to have been due to illness which prevented his/her attendance at school and performance of duties on that day or days.

Subd. 4: Employees will be allowed to use sick leave to care for a sick child, foster child, or an adopted child in the same manner they are allowed for their own personal use.

Subd. 5: Sick leave may, at the discretion of the Employer, be granted for the serious illness of a member of the immediate family. The immediate family shall include spouse, children, and parents. In the event that a medical certificate is required, the employee will be so advised and the cost of such certificate shall be borne by the employee.

Subd. 6: The school may require an employee to furnish a medical certificate from the Employer’s health officer, indicating such absence was due to illness, in order to qualify for sick leave.
Subd. 7: In the event that a medical certificate will be required for employee illness, the employee will be so advised and the cost of the examination shall be borne by the Employer.

Subd. 8: Sick leave allowed shall be deducted from the accrued sick leave earned by the employee.

Section 6: Medical Leave

Any employee who is unable to work due to an injury or serious illness shall be granted an unpaid leave of up to one (1) year. Upon recovery, the employee shall be reinstated to his or her original position or a position of like status and pay, without loss of seniority unless the employee’s position has been eliminated due to reduction in workforce as set forth in Article VI. The employee shall provide the employer with written verification from a doctor that such leave is necessary. Such written verification shall also be given prior to returning to employment. This leave may be extended on a year to year basis, subject to the approval of Employer.

Section 7: Workers Compensation

Subd. 1: Upon the request of an employee who is absent from work as a result of a compensable injury incurred in the service of the School District under the provisions of the Workers Compensation Act, the School District will pay the difference between the compensation received pursuant to the Workers Compensation Act by the employee and the employee’s earned accrual of sick leave.

Subd. 2: A deduction shall be made from the employee’s sick leave accrual time according to the pro rata portions of days of sick leave which is used to supplement workers compensation.

Subd. 3: Such payment shall be paid by the School District to the employee during the period of disability.

Subd. 4: In no event shall the additional compensation paid to the employee by virtue of sick leave pay result in the payment of a total daily, weekly, or monthly compensation that exceeds the normal compensation of the employee.

Subd. 5: An employee who is absent from work as a result of an injury compensable under the Workers Compensation Act who elects to receive sick leave pursuant to this policy shall submit his workers compensation check, endorsed to the School District, prior to receiving payment from the School District for this absence.

Subd. 6: The District shall pay the health insurance premium during a period of time when an employee may be covered under workers compensation for an injury sustained while in the employment of the District.
ARTICLE XI—HOLIDAYS AND VACATIONS

Section 1: Vacations

Every employee shall be eligible for paid vacation on the following schedule:

<table>
<thead>
<tr>
<th>Subd. 1: Twelve Month Employees</th>
<th>Subd 2: Less Than Twelve Month Employees</th>
</tr>
</thead>
<tbody>
<tr>
<td>After 1 year 10 days</td>
<td>1 hour for every 25 hours compensated</td>
</tr>
<tr>
<td>After 6 years 11 days</td>
<td>1 hour for every 22.6 hours compensated</td>
</tr>
<tr>
<td>After 7 years 12 days</td>
<td>1 hour for every 20.7 hours compensated</td>
</tr>
<tr>
<td>After 8 years 14 days</td>
<td>1 hour for every 17.6 hours compensated</td>
</tr>
<tr>
<td>After 9 years 15 days</td>
<td>1 hour for every 16.3 hours compensated</td>
</tr>
<tr>
<td>After 10 years 16 days</td>
<td>1 hour for every 15.3 hours compensated</td>
</tr>
<tr>
<td>After 16 years 17 days</td>
<td>1 hour for every 14.3 hours compensated</td>
</tr>
<tr>
<td>After 17 years 18 days</td>
<td>1 hour for every 13.4 hours compensated</td>
</tr>
<tr>
<td>After 18 years 19 days</td>
<td>1 hour for every 12.7 hours compensated</td>
</tr>
<tr>
<td>After 19 years 20 days</td>
<td>1 hour for every 12.0 hours compensated</td>
</tr>
<tr>
<td>After 20 years 21 days</td>
<td>1 hour for every 11.4 hours compensated</td>
</tr>
</tbody>
</table>

Subd. 3: Vacation Scheduling

1. **Less than 12 month Employees** will take their vacation when school is not in session. The Superintendent must approve in writing any vacation taken while school is in session, and that decision shall be final.

   All employees may be allowed to use vacation during the school year with the written approval of the Superintendent or his/her designee.

2. **Twelve (12) month Employees** will be allowed to take vacation during the summer at their discretion except that the School District has the right to refuse vacations for a maximum of three (3) weeks each summer when projects are scheduled that need the entire crew present. The School District may restrict how many Employees may be on vacation at the same time.

Twelve month employees will be allowed to use vacation during the school year with the written approval of the Superintendent or his/her designee.

Section 2: Holidays

The following paid holidays will be observed:

- Independence Day
- Labor Day
- Thanksgiving Day
- Friday after Thanksgiving
- Christmas Eve
- Christmas Day
- New Year's Day
- Presidents' Day*
- Good Friday
- Memorial Day

*President’s Day will be observed as a paid holiday provided school is not in session. If President’s Day occurs on a day school is in session, the employees will work their regular hours at the straight time rate of pay.

Subd. 1: Should any of the above holidays occur during an employee’s vacation one extra day with pay shall be granted in credit for the holiday.

Subd. 2: Should any of the above holidays occur on Saturday, the preceding Friday will be given off; if any should occur on Sunday, the following Monday will be given off as the holiday.
Subd. 3. School term employees shall not be eligible for holiday benefits for those holidays occurring during the summer lay-off.

Subd. 4. Employees shall be compensated time and one half for hours worked on Christmas Eve Day (December 24th or date observed) and New Years Eve Day (December 31st or date observed).

ARTICLE XII--GROUP INSURANCE

Section 1: Selection of Carrier

The selection of the insurance carrier and policy shall be made by the School District. The Union shall be notified before any change of carrier is made, and no reduction in the level of benefits from the previous policy shall occur without the approval of the Union.

Section 2: Health and Hospitalization Insurance

The District shall provide single and family coverage for the employees covered by this Agreement, except for the limitations the exclusions.

Subd. 1: Duration An employee is eligible for Employer contributions as provided in this article as long as he or she is employed by the Employer. Upon termination of employment, except for reasons of discharge for unsatisfactory service, the Employer’s contribution shall continue for two (2) months.

Subd. 2: Insurance Effective July 1, 2017 the District shall contribute towards twelve(12) months of coverage for employees covered by this Agreement on the following schedule:

<table>
<thead>
<tr>
<th>Category</th>
<th>2017-18</th>
<th>2018-19</th>
</tr>
</thead>
<tbody>
<tr>
<td>School Term employees</td>
<td>$393.00</td>
<td>413.00</td>
</tr>
<tr>
<td>School Term employees with 10 yrs in district</td>
<td>$430.00</td>
<td>450.00</td>
</tr>
<tr>
<td>10 month employees</td>
<td>$430.00</td>
<td>450.00</td>
</tr>
<tr>
<td>10 month employees with 10 yrs in district</td>
<td>$471.00</td>
<td>491.00</td>
</tr>
<tr>
<td>11 month employees</td>
<td>$471.00</td>
<td>491.00</td>
</tr>
</tbody>
</table>

If premium payments are less than the monthly district contribution the difference in premium will be paid to that employee.

Subd. 3: Maternity Leave Employees on maternity leave shall not be eligible for Employer premium contributions during said leave.

Subd. 4: Retiree Sub-Group The Employer will cause to be in affect a retiree sub-group. Personnel retiring on or after their sixtieth (60) birthday shall be eligible for the District’s group health insurance program until they qualify for Medi-Care. The Employer shall contribute $7.50 per month towards the premium for all retirees participating in the Employer’s plan.

Section 3: Life Insurance

The Employer shall provide fifteen thousand dollars ($15,000) of term life insurance with a double indemnity clause (accidental death) for each employee participating in the Employer’s term life insurance plan.

Section 4: Income Protection Insurance

The Employer shall provide income protection insurance for each employee working 22.5 hours or more per week provided their inclusion in the group does not increase the premium, in which case these employees will be compensated in cash-in-lieu of said benefit at the current premium rate. Employees working less than 22.5 hours per week will receive cash-in-lieu of said benefit.

ISD #2753
FCA 2017-19
14
Section 5: Claims Against the Employer

It is understood that the Employer's only obligation is to purchase an insurance policy and pay such amounts as agreed to herein and no claims shall be made against the Employer as a result of a denial of insurance benefits by an insurance carrier. The Employer shall be held harmless should any of the above listed group insurances be canceled by the carrier and the Employer is unable to secure a replacement policy.

Section 6. Effective Dates: The effective date of any insurance coverage shall be according to the specified dates in the group policy.

**ARTICLE XIII--MEET AND CONFER**

Section 1: Meet and Confer

Representative(s) of the Employer and a representative of each classification may, at least annually, meet and discuss items of mutual concern and interest. Meet and confer sessions will not be scheduled while contract negotiations are taking place (contract negotiations will be defined as the time from when the first proposal is given until a new Agreement is ratified). A meet and confer session will be called by mutual agreement of the Employer representative and the Union steward.

The School Board designee and/or the Union steward will submit discussion items in writing to the Superintendent and the Union Office two weeks in advance of a meeting. The Superintendent will prepare the agenda and send out notices one week in advance of the meeting.

The Union Business Representative and the Superintendent will be allowed to attend the meet and confer Session. These meet and confer meetings will NOT have the power to change, modify, add to, or delete from the current collective bargaining Agreement.
ARTICLE XIV--RATES OF PAY

Section 1: Salary Schedule

Individuals employed prior to December 31st will be credited with one year on the experience step the following July 1st. Individuals employed January 1st or later will not receive said experience step until the second July 1st thereafter.

<table>
<thead>
<tr>
<th>LANE</th>
<th>POINT RANGE</th>
<th>2017-2018</th>
<th>2018-2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>I</td>
<td>95-105</td>
<td>13.10-16.37</td>
<td>13.23-16.53</td>
</tr>
<tr>
<td>II</td>
<td>106-116</td>
<td>13.61-17.06</td>
<td>13.75-17.33</td>
</tr>
<tr>
<td>III</td>
<td>117-133</td>
<td>13.89-17.95</td>
<td>14.03-18.13</td>
</tr>
<tr>
<td>IV</td>
<td>134-154</td>
<td>13.89-18.77</td>
<td>14.03-18.96</td>
</tr>
</tbody>
</table>

**LANE I 95-105**

<table>
<thead>
<tr>
<th>Experience</th>
<th>2017-2018</th>
<th>2018-2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>0</td>
<td>13.10</td>
<td>13.23</td>
</tr>
<tr>
<td>1</td>
<td>14.08</td>
<td>14.22</td>
</tr>
<tr>
<td>2</td>
<td>14.50</td>
<td>14.65</td>
</tr>
<tr>
<td>3</td>
<td>14.92</td>
<td>15.07</td>
</tr>
<tr>
<td>4+</td>
<td>16.37</td>
<td>16.53</td>
</tr>
</tbody>
</table>

**LANE II 106-116**

<table>
<thead>
<tr>
<th>Experience</th>
<th>2017-2018</th>
<th>2018-2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>0</td>
<td>13.61</td>
<td>13.75</td>
</tr>
<tr>
<td>1</td>
<td>14.73</td>
<td>14.87</td>
</tr>
<tr>
<td>2</td>
<td>15.21</td>
<td>15.36</td>
</tr>
<tr>
<td>3-4</td>
<td>15.71</td>
<td>15.86</td>
</tr>
<tr>
<td>5+</td>
<td>17.16</td>
<td>17.33</td>
</tr>
</tbody>
</table>

**LANE III 117-133**

<table>
<thead>
<tr>
<th>Experience</th>
<th>2017-2018</th>
<th>2018-2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>0</td>
<td>13.89</td>
<td>14.03</td>
</tr>
<tr>
<td>1</td>
<td>15.56</td>
<td>15.72</td>
</tr>
<tr>
<td>2</td>
<td>16.56</td>
<td>16.73</td>
</tr>
<tr>
<td>3</td>
<td>17.95</td>
<td>18.13</td>
</tr>
</tbody>
</table>

**LANE IV 134-154**

<table>
<thead>
<tr>
<th>Experience</th>
<th>2017-2018</th>
<th>2018-2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>0</td>
<td>13.89</td>
<td>14.03</td>
</tr>
<tr>
<td>1</td>
<td>15.56</td>
<td>15.72</td>
</tr>
<tr>
<td>2</td>
<td>16.56</td>
<td>16.73</td>
</tr>
<tr>
<td>3</td>
<td>17.40</td>
<td>17.57</td>
</tr>
<tr>
<td>4+</td>
<td>18.77</td>
<td>18.96</td>
</tr>
</tbody>
</table>
Section 2: Longevity Pay

Employees will earn longevity pay for continuous employment with the District as follows:

<table>
<thead>
<tr>
<th>Years</th>
<th>Cent per hour</th>
</tr>
</thead>
<tbody>
<tr>
<td>0-5</td>
<td>0</td>
</tr>
<tr>
<td>After 5 years</td>
<td>0.07</td>
</tr>
<tr>
<td>After 6 years</td>
<td>0.08</td>
</tr>
<tr>
<td>After 7 years</td>
<td>0.09</td>
</tr>
<tr>
<td>After 8 years</td>
<td>0.1</td>
</tr>
<tr>
<td>After 9 years</td>
<td>0.11</td>
</tr>
<tr>
<td>After 10 years</td>
<td>0.12</td>
</tr>
<tr>
<td>After 11 years</td>
<td>0.14</td>
</tr>
<tr>
<td>After 12 years</td>
<td>0.16</td>
</tr>
<tr>
<td>After 13 years</td>
<td>0.18</td>
</tr>
<tr>
<td>After 14 years</td>
<td>0.2</td>
</tr>
<tr>
<td>After 15 years</td>
<td>0.22</td>
</tr>
<tr>
<td>After 16 years</td>
<td>0.24</td>
</tr>
<tr>
<td>After 17 years</td>
<td>0.26</td>
</tr>
<tr>
<td>After 18 years</td>
<td>0.28</td>
</tr>
<tr>
<td>After 19 years</td>
<td>0.3</td>
</tr>
<tr>
<td>After 20 years</td>
<td>0.05 per hour/year of service</td>
</tr>
</tbody>
</table>

Section 3: Overtime

Employees working over eight (8) hours per day or forty (40) hours per week, with the permission of the Superintendent or his/her designated representative, shall be entitled to time and one-half overtime pay.

Section 4: Weekend Overtime Pay

Employees who are required to work on his/her first scheduled day off shall be compensated at one and one-half (1 1/2) times the hourly rate of pay for all hours worked. Employees who are required to work on his/her second scheduled day off shall be compensated at two (2) times the hourly rate of pay for all hours worked.

Section 5: Holiday Pay

All employees who work on a holiday shall receive their regular holiday pay, plus one and one-half their regular hourly rate for all hours worked.

Section 6. Call-back or Call-in Pay

All employees called to work prior to their normal work shift or after completing their normal work shift shall be paid at one and one-half their hourly rate of pay. A minimum of two hours of pay shall be guaranteed.
Section 7: Training Program

All employees who are required by the Employer to attend occupational seminars, training programs or conferences shall be paid at their regular rate of pay for all hours involved in attendance and travel and shall be reimbursed for all expenses incurred.

Section 8: Higher Classification Pay

Anyone working in a higher classification shall be paid at the higher rate of pay for all hours worked in the higher classification. Anyone working in a lower classification shall be paid at the lower rate of pay for all hours worked in the lower classification.

Section 9: Uniform and Shoe Allowance

Cooks covered by this Agreement shall receive an allowance each year for the purchase of uniforms and/or shoes. Cooks will receive $125.00 per year. In order to collect this clothing allowance, Local 70 and the Employer must agree to the uniform. If a uniform is required by the Employer, the nursing assistant will receive the same allowance as the cooks.

Food Service uniforms will continue to be the same as is presently being worn by food service employees.

Section 10: Payroll Dates

The pay periods will be once a month effective July 1, 2018 and continuing on the 15th day of each month thereafter. School term employees’ payroll dates will be September 15, September 30, and October 15 and continuing on the 15th day of each month thereafter. If the pay dates of the month falls on Saturday, Sunday or a legal holiday, payment will be made the previous Friday.
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as follows:

INDEPENDENT SCHOOL DISTRICT 2753
Long Prairie-Grey Eagle Public Schools

Chairperson
Liz H. Arberry

Clerk
Lydia Bock

Chief Board Negotiator

JUOE LOCAL #70
A.F.L.-C.I.O.

Business Manager
David Robinson

President
Linda Powers

Recording Secretary

Business Rep.

Steward(s)

Feb. 26, 2018
Date

3/9/2018
Date

ISD #2753
FCA 2017-19
20