

# **AGREEMENT**

**BETWEEN**

**INDEPENDENT SCHOOL DISTRICT 332  
MORA, MINNESOTA 55051**

**AND**

**EDUCATION MINNESOTA-MORA ESP  
AFL-CIO**

**EFFECTIVE**

**JULY 1, 2015, THROUGH JUNE 30, 2017**

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## ARTICLE I

### PURPOSE

This Agreement is entered into between Independent School District 332, Mora, Minnesota (hereinafter referred to as the District) and Education Minnesota – Mora ESP (hereinafter referred to as the Union) pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, as amended (hereinafter referred to as PELRA) to provide the terms and conditions of employment for clerical, teaching assistants, and food service personnel (excluding confidential and supervisory employees). The parties hereto shall have such rights, duties, and obligations as provided by PELRA and this Agreement.

## ARTICLE II

### RECOGNITION OF EXCLUSIVE REPRESENTATIVE

Section 1. Right to Views: Nothing contained in this Agreement shall be construed to limit, impair, or affect the right of any employee or her/his representative to the expression or communication of a view, grievance, complaint, or opinion on any matter related to the conditions or compensation of public employment or their betterment, so long as the same is not designed to and does not interfere with the full, faithful, and right performance of the duties of employment or circumvent the rights of the exclusive representative.

Section 2. Right to Join: Employees shall have the right to form and join labor or employee organizations and shall have the right not to form and join 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 for employees of such unit with the school district.

Section 3. Fair Share Fee: The Union shall be entitled to fair share fees from non-members in accordance with the PELRA.

Section 4. Union Time: Pursuant to the PELRA, up to five days time off without pay shall be afforded to elected officials and appointed representatives of the exclusive representative for the purpose of conducting the duties of the Union. The Union shall review with the superintendent the use of this leave three days prior to the leave. Reasonable effort shall be made by both parties to schedule negotiations, hearings, mediation and/or arbitration at times other than those conflicting with the work schedule.

## ARTICLE III

### EMPLOYMENT DEFINITIONS AND CONDITIONS

Section 1. Terms and Conditions of Employment: The term "terms and conditions of employment" means the hours of employment, the compensation thereof, including fringe benefits, except retirement contributions or benefits other than the payment of, or contributions to, premiums for group insurance coverage of retired employees or severance pay, and the employer's personnel policies affecting working conditions of employees, but does not mean the educational and/or administrative policies and/or practices of the District. "Terms and conditions of employment" is subject to the provisions of the PELRA.

Section 2. Employee: The term "employee" shall mean any person, who is employed by the school district in a paraprofessional, or food service or secretarial/clerical position, when such position is at least 14 hours per week or thirty-five (35) percent of the normal workweek within the same seniority category (i.e. food service, clerical, etc.).



Substitutes, who work more than 67 days in a single school year as a replacement for a regular employee, will be considered as a part of this bargaining unit. The term "employee" does not include any person who is confidential or supervisory, or day-to-day substitutes or other employees who are excluded from this unit in accordance with the PELRA.

Section 3. Full-Time Equivalency (FTE): A full-time equivalency shall be determined for each employee. The conceptual foundation for a full-time position shall be based upon a position, which requires the employee to work forty (40) hours during each of the year's 52 weeks. The full-time equivalency shall be calculated by dividing the specified hours of service by 2,080 hours. Additional hours of service (overtime) shall not be used in this calculation.

Section 4. Designation: For purposes of administering this Agreement, the word "District" shall refer to the School Board and its Superintendent.

Section 5. Anniversary Date: All employees represented by this Agreement shall have a July 1 anniversary date. Each employee must earn eight months of experience at his/her assigned equivalency prior to July 1 of each year to receive a step increase as provided by this agreement.

Section 6. Employment Confirmation: Employees shall receive written notice of employment status for the following school year, including tentative assignments, by June 15 of each school year.

Section 7. Vacancies: When vacancies occur, including leave of absence assignments, which will exceed one quarter, the position shall be posted, so that current employees may be informed of the District's needs and may apply for the opening if they choose to do so. During the school year, vacancies shall be posted on the regular official notice board for each building and will be sent via email to all employees within this bargaining unit. During the summer months, vacancies shall be posted at the District Office and copies will be mailed or sent to work email address to current employees. Vacancies posted between August 15 and May 31 shall remain posted five (5) workdays prior to filling of the position. Vacancies posted between June 1 and August 15 shall remain posted ten (10) workdays prior to the filling of the position. Vacancies will be filled by the most qualified applicant as determined by the District. When the qualifications of two or more applicants for a job are determined to be equal; the vacancy shall be filled by the applicant with the longest seniority in the unit. Every attempt will be made to assure that postings will be as accurate as possible as to building, assignment and hours. A posting for potential summer vacancies will be posted in a generic manner. Employees interested in changing positions during the summer should apply with indications as to the type of position in which they are interested.

Subd. 1. Temporary positions of up to one year in length may be created by the District for special projects, i.e., research projects, special grant programs, etc. Persons employed in these designated temporary positions will not gain seniority or continuing rights unless hired to a regular position with no break in employment at the end of the temporary assignment. If the temporary position is filled by an existing employee of the bargaining unit, he/she shall be returned to a comparable position to the one held prior to the temporary position.

Subd.2. Each new employee will receive one paid regular workday of orientation at the start of his/her employment, at the discretion of the District.

Section 8. Probationary Period: Any employee hired under the provisions of this Agreement shall serve a probationary period of one year of continuous service, excluding summer layoff. The District during the probationary period may discharge or otherwise discipline such employee(s) as it deems necessary. The District shall notify the probationary employee in writing of its intent to discharge. Probationary employees shall not have recourse to the grievance procedure for discipline or discharge. After satisfactory completion of the probationary period, the employee is subject to discipline for just cause only. In addition to the initial probationary period, an employee transferred or promoted to a different position shall serve a new transitional period of three (3) calendar months in any such new position. If, during the three-month transitional period, the Superintendent determines that the employee's performance in the new position is unsatisfactory, then the employee will be reassigned to his/her former position. If the former position no longer exists, then the employee will be assigned into a position for which he/she is qualified.

Section 9. Work Week: The work week shall not exceed forty hours of service for one week or eighty hours of service for two weeks. Annual work hours, including full-time equivalency (FTE), will be included in the job description upon assignment and reviewed annually at the beginning of each year.

Section 10. Overtime: Overtime shall be paid at the rate of one and one-half times the employee's basic pay rate at the time the service (work) is provided. For part-time and full-time employees, overtime pay commences with the forty-first (41st) hour of service during a one-week period. All overtime and makeup work time must have the building principal/designee's prior approval and the approval should be in writing.

Subd. 1. Compensable Time: An employee may earn compensable time in lieu of wages for hours worked beyond his/her regularly scheduled hours when required to attend staffings, team meetings, etc. Accumulated compensable hours may be used by the employee with the approval of the supervising administrator/designee or the Superintendent.

Section 11. Breaks: The District shall provide employees the following breaks:

Subd.1. Paid Breaks:

4 to less than 5 hours	-	1 paid 15-minute break
5 to less than 7 hours	-	1 paid 20-minute break
7 or more hours	-	2 paid 15-minute breaks

Subd.2. Unpaid duty-free meal break:

Employees assigned 6 or more hours per day shall receive an unpaid 30-minute duty-free break for a meal.

Subd.3. Any break, including a meal break, voluntarily not used, cannot be used as compensable time, unless requested by the District.

Section 12. Inservice, Conferences, Teacher Workdays, School Closings, Other Days: Employees shall perform work as specified in terms of her/his hours of service as stated in either the position description or by District memorandum/direction.

Section 13. Emergency Closings-Snow Days: In the event of any day lost for any emergency, the employee shall perform duties on that day or any such day in lieu thereof as the District shall determine, if any.

If there is a full day school closing, the employees will be offered the opportunity to make up the time for pay.

In the event that there is any emergency closing after the workday has begun, employees will be released thirty minutes following the release of students. There shall be no loss of pay in such circumstances.

On days in which there is a late start for the school day, employees shall have the opportunity to work and be paid for their usual number of hours at their normal time or after arrangements have been made with their supervising administrator, may make up and be paid for their usual number of hours that may have been lost to the late start. These arrangements shall be confirmed in writing with the appropriate administrator within 10 school days of the late start. Employees, who are making up time, will be paid on the first possible payroll following the make-up time.

Section 14. Holiday and Vacation Days:

Subd.1. Holidays: Employees with full-time equivalencies of 1.0 shall receive ten holidays with pay, i.e., Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving, Christmas Day, New Year's Day, Presidents' Day, Memorial Day, Good Friday, One-Half day on Christmas Eve Day, and One-Half Day on New Year's Eve Day. Nine-month employees shall receive six holidays with pay, i.e., Thanksgiving Day, the day after Thanksgiving, Christmas Day, New Year's Day, Memorial Day, and Good Friday.

Subd. 2. Vacations: Employees with full-time equivalencies of 1.0 shall qualify for paid vacation. Vacation shall be granted on the July 1 anniversary dates as follows:

- a. First day of employment through the first anniversary date - 10 days prorated to the number of full months worked before the anniversary date compared to 12. (Example - an employee hired March 12, 2006, would on the First Anniversary Date, July 1, 2006, receive an amount of vacation equal to three-twelfths ( $3/12$ ) of 10 days (2  $1/2$  days);



- b. Second through the ninth anniversary dates - 10 days per year;
- c. Tenth anniversary date - 15 days; after the 10<sup>th</sup> anniversary date, employees will receive one additional day per year up to a maximum of 20 days;
- d. When an employee terminates employment, the employee will be granted a prorated number of vacation days, for which (s) he will be paid, corresponding to the number of full months worked since the last anniversary date compared to 12 for that year of employment. Example - an employee quitting March 12, 2000, would on his/her last check, receive eight-twelfths (8/12) of the vacation pay the employee would have received had (s) he continued work to the anniversary date of July 1;
- e. Vacation days shall not accumulate from year to year. Vacation days may only be used in the thirteen months following the anniversary date they are granted;
- f. Vacation will be subject to approval of the employee's supervisor;
- g. One employee each year will be allowed to take a week's vacation when school is in session provided that a suitable substitute is available. When two or more employees request a school year vacation, seniority shall prevail, and no person shall be allowed a second request until all twelve-month people have been given this opportunity.

Section 15. Staff Development: Employees may request a short-term leave for relevant staff development. Written application for staff development leave shall be made to the District Staff Development Committee. The District Staff Development Committee reserves the right to grant or deny staff development leave.

Subd. 1. Staff Development: Employees will be provided with one (1) paid professional development day during the school year. This day will be in addition to the number of student days.

## **ARTICLE IV**

### **SENIORITY/LAY-OFF PROCEDURE/STAFF REDUCTION**

Section 1. Seniority: Seniority pertains to the length of an employee's service to the School District as an employee in this bargaining unit. Such seniority begins on the date that an employee begins work for the District. Seniority continues during continuous service in this unit and ends when the employee is terminated, becomes an employee of another bargaining unit of this District without being granted a leave of absence from his/her position in this bargaining unit, or the employee resigns or retires. Employees in this unit who work a minimum 14 hours per week or thirty-five (35) percent of the normal workweek within the same seniority category (i.e. food service, clerical, paraprofessional) shall earn seniority on a pro rata basis using 2080 hours per year as a full time position.

Section 2. Seniority List: A seniority list shall be posted annually on or before November 1. Employees will be listed in ranked order of seniority within one of three seniority classifications (i.e., clerical, paraprofessional, food service) based on their first date of work for the District. In case of equal seniority, the employee who has the highest hourly salary shall be considered as the most senior employee. Any employee in this unit who disagrees with the seniority list shall submit a written correction to the employer within twenty (20) working days of when the seniority list was first posted. An employee shall be given ten working days to submit a written correction to any amended postings of the seniority list. The president of this unit shall receive a copy of the seniority list(s) at the time it is posted and a copy of any written challenges to the seniority list.

Section 3. Lay-off Procedure/Reduction/Reassignment: In the event of declining enrollment, financial need, or changes in programming requiring an employee to be transferred, reduced in hours, or laid off, the affected employees shall be reassigned or laid off for recall, based on the amount of seniority they have accumulated within their seniority classification (i.e., clerical, paraprofessional, food service). The District may lay off for recall an employee, without pay or fringe benefits, as many employees as may be necessary. The first applicable option of the following will be used.



In the event an employee's position is reduced in hours or eliminated, that employee will have the right to displace the next less senior employee or employees, within the same seniority classification until such time as the more senior employee has been granted the same number of hours as he/she had been employed prior to any reduction. This bumping process will continue until the least senior employee in that seniority classification has been determined. This least senior employee(s) will be laid off for recall or have his/her hours of employment reduced.

- a. Transfer to an existing vacancy within the same classification with an equal pay rate;
- b. Displace a less senior employee within the same classification with the hours per week equal to, or closest to, the number of hours the laid off employee worked and of equal or lower pay rate;
- c. Voluntarily transfer with full seniority to an existing vacancy within another seniority classification to a position that was previously held. The employee so laid off shall be placed on the layoff list for the classification from which he/she was laid off;
- d. Allow the District to reduce hours or lay off for recall an employee.

Employees shall be laid off for recall in inverse order of seniority. The lowest in seniority will be the first to be laid off for recall and the last to be recalled. In the case of equal seniority, beginning January 28, 2010, retention/recall seniority shall be based upon the date the School Board approves the employee for hire or the first date of employment, which ever is earlier.

The Superintendent will provide each employee with a written notice of any proposed reduction of hours or any lay offs.

Section 4. Recall Rights: Employees who have been placed on unrequested leave of absence, shall remain on a District recall list for up to two years and shall retain all seniority and leave accrual in effect at the time of placement on unrequested leave of absence. During this two-year period, such employees will be offered reinstatement opportunities until they have reached the amount of hours that they had before the reduction or lay-off. Employees that are recalled during the two-year period will maintain their seniority level.

## ARTICLE V

### EMPLOYEE DISCIPLINE

Reprimand, Suspension and Discharge: All discipline shall be for just cause. Nothing in this section shall limit the District's discretion in applying/administering discipline. Except in cases of termination, all discipline administered shall have remediation as its goal and normally be progressive in nature.

Subd.1. The District may use, but not be limited to, the following list of disciplinary measures:

Oral Reprimand: An oral reprimand shall normally be given to an employee as the first step in a discipline situation, which is minor in nature. A written record of the oral reprimand will be placed in the employee's District personnel file.

Written Reprimand: A written reprimand shall include one or more remedial directives and may be placed in an employee's district personnel file. Before a written reprimand is placed in the District file, a copy will be provided to the employee.

Suspension With and Without Pay: Written notice of suspension will be provided the employee. The notice shall include a description of events/actions leading to suspension. The notice may also include remedial actions to be undertaken by the employee. A conference shall be offered within 48 hours to review and discuss the information upon which the proposed suspension is based. The employee may bring a representative with her/him.

Termination: Written notice of termination will be provided the employee. The notice shall include a description of events/actions leading to the termination.

## ARTICLE VI

### LEAVES OF ABSENCE

Section 1. Sick Leave: All employees shall earn sick leave at the rate of one day for each month of service in the employ of the District on a pro-rated basis to the normal hours worked on each day.

Subd. 1. Unused sick leave may accumulate to a maximum credit of ninety-five days.

Subd.2. Sick leave with pay shall be allowed by the District whenever an employee's absence is found to have been due to illness which precluded attendance and performance of duties on that day or days. Pursuant to M. S.181.9413, sick leave may be used to care for an ill dependent child.

Subd. 3. The District may require an employee to furnish a medical certificate from a qualified physician as evidence of illness, indicating such absence in order to qualify for sick leave pay. However, the final determination as to the eligibility of an employee for sick leave is reserved to the District.

Subd. 4. Sick leave allowed shall be deducted from the accrued sick leave days earned by the employee.

Subd. 5. An employee may use up to five days of his/her sick leave per year, when the employee is required to attend to an ill spouse or parent. Additional sick leave days may be granted for such absences at the discretion of the Superintendent.

Subd. 6. Depending upon individual circumstances, up to five days of sick leave may be requested in writing from the supervising administrator and used in case of death or critical illness in the immediate family, defined as follows: wife, husband, children, sisters, brothers, parents, father-in-law, mother-in-law, or grandchild of either the employee or spouse. Additional relatives or close friends may be included if, in the determination of the supervising administrator, such relationship is the equivalent of a member of the immediate family.

Subd. 7. Employees who have accumulated a minimum of 45 days of unused sick leave as of June 30 of each year may sell the remaining unused sick leave days (beyond 45 days) earned in the prior twelve-month period. Employees shall make written request to the District Office by July 15. The District will purchase unused sick days at the regular daily rate of pay up to a total of \$8500 for the unit in any one year. If total unit requests exceed \$8500, individual's buy-back amount will be adjusted by multiplying the requested amount by a ratio established by dividing \$8500 by total unit requests. Any unused funds shall be carried forward to the next school year for distribution at the end of the next year.

Section 2. Personal Leave: Each employee shall be granted two (2) days of personal leave per year. A day is equivalent to the number of hours normally worked in one day by the employee. While an employee need not give a reason for his/her request, an employee may be asked for an explanation if the request is received less than three days prior to the proposed personal leave day.

Subd. 1. Unused personal leave will be carried over to the next year to maximum of three (3) days.

Subd.2. Each employee with accumulated personal leave may request to use a block of up to five (5) days.

Subd.3. Requests for personal leave shall be made in writing to the supervising administrator at least three (3) working days prior to use, except in the case of emergency. Use of personal leave in blocks of three (3) to five (5) days must be made in writing to the supervising administrator at least seven (7) working days prior to use, with confirmation made in writing five (5) working days following

receipt of the request. While an employee need not give a reason for his/her request, an employee may be asked for an explanation if the request is received less than three days prior to the proposed personal leave day.

Subd.4. Four (4) employees can be excused on personal leave on any one-day during the year except for the final twenty (20) student days of the year when only two (2) employees will be excused for personal leave.

### Section 3. Workers' Compensation:

- a. Upon the written request of an employee who is absent from work as a result of compensable injury under the provisions of the Workers' Compensation Act, the District will continue to pay the employee's full salary if the employee has sick leave available to cover the difference between the compensation received pursuant to the Workers' Compensation Act and the employee's regular salary.
- b. A deduction shall be made from the employee's accumulated sick leave pay accrual according to the pro rata portions of the days of sick leave used to supplement Workers' Compensation.
- c. The District will grant an unpaid leave of absence to an employee who is absent from work as a result of compensable injury under the provisions of the Workers' Compensation Act when such employee does not have any remaining sick leave or when such employee chooses to no longer use any of his/her remaining sick leave to supplement his/her Workers' Compensation benefit.
- e. An employee who elects to receive sick leave pay pursuant to this section shall present his/her Workers' Compensation check endorsed as payable to the District prior to receiving payment from the District for his/her absence.

Section 4. Jury Duty: Leave will be granted employees represented by this Agreement, who are asked to serve on Jury Duty. No deduction in salary will be made, but employees are required upon receipt of jury duty pay from the governmental agency, to remit the endorsed check to the District.

Section 5. Family Leave/Allowable Leave: An employee shall be afforded a family leave of absence without pay. In the case of child care, adoption or extended family illness, under the provisions outlined below:

- a. An employee who desires a family leave/allowable leave will submit a written request to the Superintendent at least three months in advance of the anticipated leave. The request shall include the anticipated beginning and ending dates of the leave.
- b. In granting the dates for a family leave/allowable leave, the District shall consider the quality and continuity of the program and the desires of the employee.
- c. A family leave/allowable leave shall not exceed a twelve-month period.
- d. An employee returning from an authorized leave shall be assigned at her/his previous hours if available and to a comparable position to her/his prior position provided the employee is physically and mentally able to perform the duties assigned and (s) he returns on the designated return date of the leave.

Section 6. Leave Without Pay: The District will honor requests for leave without pay situations not covered by other parts of this Agreement to a maximum of three days per year. These days will result in all wages being deducted from the employee's pay for each day taken. Requests must be made in writing to the Superintendent of Schools at least three days prior to the leave, whenever possible. Every effort will be made to provide written confirmation for allowing or disallowing said leave in adequate time prior to the proposed leave, but will take no longer than two (work) days. Unpaid leave may not be taken during the first and last five days of the school year.

Section 7. Extended Leave of Absence: An employee who has a minimum of seven years of uninterrupted service, excluding other approved leaves of absence, to the District may be afforded an unpaid leave of absence under the provisions outlined below:

- a. An employee who desires an extended leave of absence under this section will submit a written request to the Superintendent at least one (1) month in advance of the leave date. This request shall include the



anticipated beginning and ending dates for the leave as well as an explanation as to the purpose of the leave.

- b. The leave shall not exceed nine school months in duration.
- c. An employee returning from an authorized leave shall be assigned to the position from which he/she took leave or if his/her position is not available, the returning employee shall be assigned to a position for which he/she is qualified.
- d. Leave, as described in this section is non-renewable during the next two school years.
- e. The leave in this section will be approved only if a suitable replacement can be found.

## ARTICLE VII

### GRIEVANCE PROCEDURE

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

Section 2. Representative: Each party may be represented during any step of the procedure by any person or agent designated by said party to act in the party's behalf.

Section 3. Definitions and Interpretations:

Subd. 1. Extension: 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 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 bears a postmark of the United States mail within the time period.

Section 4. Time Limitation and Waiver: Grievances shall be valid for consideration if the grievance is submitted in writing to the District's designee, setting forth the facts and the specific provisions of the Agreement allegedly violated and the particular relief sought within twenty (20) days after the date of the event giving rise to the grievance. Failure to file any grievance from one level to another within the time periods following shall constitute a waiver of the grievance. An effort shall first be made to adjust the alleged grievance informally between the employee and the District's designee.

Section 5. Adjustment of Grievance: The parties shall attempt or adjust all grievances which may arise during the course of employment within the District in the following manner:

Subd. 1. Level I: If the grievance is not resolved through informal discussions, the District's designee shall give a written decision to the parties involved within ten (10) days after receipt of the written grievance.

Subd. 2. Level II: In the event the grievance is not resolved in Level I, the decision rendered may be appealed to the Superintendent, provided such appeal is made in writing within ten (10) days after receipt of the decision in Level I. If a grievance is properly appealed to the Superintendent, the Superintendent or his/her designee shall set a time to meet regarding the grievance within ten (10)

days after receipt of the appeal. Within ten (10) days after the meeting, the Superintendent or his/her designee shall issue a decision in writing to the parties involved.

Subd. 3. Level III: In the event the grievance is not resolved in Level II, the decision rendered may be appealed to the School Board, provided such appeal is made in writing within ten (10) days after receipt of the decision in Level II. If a grievance is properly appealed to the School Board, the School Board shall set a time to hear the grievance within twenty (20) days after receipt of the appeal. Within ten (10) days after the meeting, the School Board shall issue a decision in writing to the parties involved. At the option of the School Board, a committee of representative(s) of the Board may be designated by the School Board to hear the appeal at this level and report its findings and recommendations to the School Board. The School Board shall then render its decision.

Section 6. School Board Review: The School Board reserves the right to review any decision issued under Level I or II of this procedure provided the School Board or its representative notifies the parties of its intention to review within ten (10) days after the decision has been rendered. In the event the School Board reviews a grievance under this section, the School Board reserves the right to reverse or modify such decision.

Section 7. Denial of Grievance: Failure by the 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 8. Arbitration Procedures: In the event that the employee and the District are unable to resolve any grievance, the grievance may be submitted to arbitration as defined here:

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 (10) days following the decision in Level III of the grievance procedure.

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

Subd. 3. Selection of Arbitrator: Upon the proper submission of a grievance under the terms of this procedure, the parties shall, within ten (10) days after the request to arbitrate, attempt to agree upon the selection of an arbitrator. If no agreement on an arbitrator is reached, either party may request the Bureau of Mediation Services to submit a list of five arbitrators pursuant to PELRA providing such request is made within twenty (20) days after request for arbitration. The request shall ask that a list be provided within thirty (30) days after the receipt of said request. The failure to request an arbitrator from the BMS 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. The proceeding before the arbitrator shall be a hearing de novo.

Subd. 5. Decisions: Decisions by the arbitrator in cases properly set before him/her shall be final and binding upon the parties, subject, however, to the limitations of arbitration decisions as provided by the PELRA. The arbitrator shall issue a written decision and order including finding 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 the arbitration including expenses relating to the party's representative, witnesses, and any other expenses which the party incurs in connection with presenting its case in arbitration. A transcript or recording, if mutually requested by the parties, the expenses of the arbitrator, and any other expenses which the parties mutually agree are necessary for the conduct of the arbitration shall be paid equally by the parties; otherwise the party requesting the service will be solely responsible for payment.

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, and its overall budget, utilization of technology, the organizational structure and selection and direction and number of personnel. In considering any issue in dispute, the arbitrator shall give due consideration to the statutory rights and obligations of the District to manage and conduct efficiently its operation within the legal limitations surrounding the financing of such operations.

Subd. 8. Processing of Grievance: All grievances, whether Level I, II, or III, shall be heard at such times as determined by the District. In the event the grievance shall be processed during the employee's basic work day, there shall be no loss in wages and this shall involve no more than three persons, including the grievant's representative in any grievance whether involving one or more grievants.

Section 9. Election of Remedies and Waiver: A party instituting any action, proceeding or complaint in a federal or state court of law, or before an administrative tribunal, federal agency, state agency, or seeking relief through any statutory process for which relief may be granted, the subject matter of which may constitute a grievance under this Agreement, shall immediately thereupon waive any and all rights to pursue a grievance under this Article. Upon 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 approved in this Agreement or to enforce the award of an arbitrator or to situations in which the application of this section constitutes unlawful retaliation.

## **ARTICLE VIII**

### **COMPENSATION**

Section 1. Basic Salary Compensation: Hourly pay rates are reflected in the attached salary schedule.

Section 2. Food Service Certificate Pay: An additional twenty-five cents (\$.25) per hour above the employee's regular hourly rate shall be paid to any food service employee with a Level 1 Certificate.

Section 3. Degree Pay: An additional fifty cents (\$.50) per hour above the employee's regular hourly rate shall be paid to any employee with a Bachelor's Degree.

Section 4. Longevity: As per salary matrix.

Section 5. Catering Work: A food service employee who volunteers for an assignment to perform work beyond his/her regularly assigned work day, including banquets and other non-school lunch or breakfast duties, shall be paid at the employee's regular pay rate for the first additional hour.

Subd. 1. If such work extends beyond two (2) hours, the employee shall be paid at a rate of 10% above his/her regular rate of pay.

Subd. 2. The employee shall be compensated for a minimum of two (2) hours for all catering work assignments.

Section 6. Food Service Uniforms: The District will provide up to four shirts per year. The District will also allow reimbursement for the purchase of pants and nonskid shoes. Employees will be allotted a total of \$200. Allowances will be reimbursed when the receipts are submitted to the District.

Section 7. Career Development: Employees will qualify for additional pay by completing pre-approved educational training. Thirty (30) clock hours of training will be required to qualify for each of the three levels of pay beyond the initial level at time of hire. Only one (1) level may be granted in any one school year; however, there is no maximum limit on the length of time it takes to earn thirty (30) hours.



Subd. 1. All training hours must be pre-approved in writing by the Superintendent. The following criteria shall be used in evaluating the training opportunity:

- a. The training is directly related to the job assignment;
- b. The training is completed at no expense to the District;
- c. Paid work time will not be used for the training.

Subd. 2. The following levels of career development compensation will be provided by the District:

	<u>2015-2016</u>	<u>2016-2017</u>
Level 1 (less than 30 hours of training)	\$.00 per hour	\$.00 per hour
Level 2 (30 hours of training)	\$.25 per hour	\$.25 per hour
Level 3 (30 additional hours of training)	\$.25 per hour	\$.25 per hour
Level 4 (30 additional hours of training)	\$.25 per hour	\$.25 per hour

Subd. 3. Individual employees will be granted approved career development compensation level changes upon written request to the District for the level change. Level changes will be granted three (3) times each year, September 1, January 1, and May 1. Employees are responsible for providing official verification of successful completion of training and a written request for a level change. The District retains the right of final approval of all training and level advancements.

Section 8. Payroll Corrections: Payroll corrections will be made within two (2) business days after the District is notified in writing of the error. Employees will be notified regularly in writing of their sick leave accumulation.

Section 9. Back Pay: In a negotiating year, back pay will be calculated from the date of contract ratification, unless otherwise mutually agreed upon during the negotiation process. 'Contract ratification' is described as the later date of the following:

- (1) The date the contract is voted in favor of by a majority of the full school board.
- (2) The date the contract is voted in favor of by a majority of the full union.

If a succeeding contract is ratified prior to the end of the current contract, no back pay will be necessary.

Section 10. Temporary Pay Classification Increase: Any employee who is appointed to temporarily replace an employee in a higher pay classification, after five (5) consecutive days in the higher classification, will receive the higher rate of pay retroactively to the first (1<sup>st</sup>) day in the higher classification. The employee shall receive the entry level pay of the new position. If the employee's present wage rate is greater than the entry level of the new position, the employee shall receive the wage of the first step that is higher than the employee's present rate.

## **ARTICLE IX**

### **GROUP INSURANCE**

a. The selection of insurance carriers and policies shall be made by the District. Nothing in this section shall obligate the District to guarantee coverage if the employee does not meet the minimum requirements of the insurance companies for participation. All regularly assigned hours of employment for the District within this bargaining unit will be used to determine eligibility for insurance benefits and for eligibility for the District's premium contributions under this Agreement.

b. In the 2015-2016 and 2016-2017 school years, the District shall contribute an amount equal to the premium for \$24,000 of life insurance under the District's Group Life Insurance Policy, commencing upon approval from the Carrier, for employees working at least 612.5 hours per year who qualify for and are enrolled in the District Group Life Insurance plan.

c. The District shall contribute up to .0032 times salary towards the premium for long term disability insurance under the District's Group Long Term Disability Policy for employees working at least 490 hours per year who qualify for and are enrolled in the District Group Long Term Disability Insurance plan.

d. Eligibility for health and dental insurance participation and contribution by the District shall be determined by reviewing hours worked per year.

(1) To qualify for level 1 benefit participation and District contribution, an employee must be assigned for a minimum of 1040 hours per year excluding holidays and extra paid days.

(2) To qualify for level 2 benefit participation and District contribution, an employee must be assigned for a minimum of 1400 hours per year excluding holidays and extra paid days.

(3) To qualify for level 3 benefit participation and District contribution, an employee must be assigned for a minimum of 2080 hours per year.

e. The District's annual contribution toward the premiums for employees who qualify for and are enrolled in the District's Group Health and Dental Plans shall be as follows:

<u>Health</u>	<u>2015-16</u>	<u>2016-17</u>
Level 1	\$5775	\$5775
Level 2	\$5930	\$5930
Level 3	\$6254	\$6254

<u>Dental</u>	<u>2015-16</u>	<u>2016-17</u>
Level 1	\$975	\$975
Level 2	\$1025	\$1025
Level 3	\$1075	\$1075

f. Any remaining premiums for insurance coverage not covered by the District contribution shall be paid by the individual employee. The employee's contribution shall be made by payroll deduction while on payroll and on the first day of each month, in advance, in the District office during any non-payroll period.

(1) The Mora School Board agrees to place the difference between the cost of the monthly premium and the board contribution, should there be a positive difference, into the ESP's Health Savings Account (HSA) if the ESP signs up for the HSA Insurance Plan.

g. Any person who is employed by the District for a minimum of ten (10) years may upon retirement elect to continue benefits at his/her own expense as per MN statute. Nothing in this subdivision shall restrict rights to continued benefits required by law.

## ARTICLE X

### MISCELLANEOUS

Section 1. New Employees: A new employee shall receive a written job description listing duties and needed qualifications at the time of employment, and a written statement indicating beginning salary and benefits.

Section 2. Copy of This Agreement: A copy of this Agreement shall be given to each new employee on or before the first day of employment.

Section 3. Confidentiality: An employee will recognize the confidentiality of information required by Federal and State Data Privacy Laws.

Section 4. Comparable Worth: If the District's comparable worth plan falls out of compliance, the parties to this Agreement shall negotiate the resolution to the situation.

Section 5. Communication: The District recognizes the benefit of communication between teachers and employees who work with the instructional needs of students.

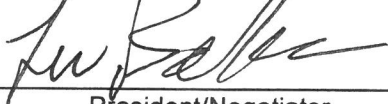
## ARTICLE XI

### DURATION

Section 1. This Agreement shall remain in full force and effect for a period commencing on July 1, 2015, through June 30, 2017, and thereafter pursuant to PELRA. Unless otherwise mutually agreed, the parties shall not commence negotiations more than 90 days prior to the expiration of this Agreement.

IN WITNESS THEREOF, the parties have executed this Agreement as follows:

EDUCATION MINNESOTA - MORA ESP  
MORA, MINNESOTA

  
\_\_\_\_\_  
President/Negotiator

  
\_\_\_\_\_  
Negotiator

INDEPENDENT SCHOOL DISTRICT 332  
MORA, MINNESOTA

  
\_\_\_\_\_  
Chair

  
\_\_\_\_\_  
Clerk-Treasurer

Dated: MARCH 24, 2016

Dated: MARCH 24, 2016



## ESP SALARY SHEDULE

### 2015-2016 Hourly Pay Rates

	<u>A13</u>	<u>B21</u>	<u>B22</u>	<u>B23</u>	<u>B24</u>
1	11.00	11.58	12.14	12.38	13.33
2	11.00	11.58	12.14	12.38	13.33
3	11.68	12.25	12.89	13.28	14.06
4	11.68	12.25	12.89	13.28	14.06
5	12.48	13.08	13.73	14.20	14.82
6	12.48	13.08	13.73	14.20	14.82
7	13.03	13.58	14.28	15.01	15.63
8	13.03	13.58	14.28	15.01	15.63
9	13.30	13.81	14.54	15.26	15.89
10	13.30	13.81	14.54	15.26	15.89
11	13.30	13.81	14.54	15.26	15.89

### 2016-2017 Hourly Pay Rates

	<u>A13</u>	<u>B21</u>	<u>B22</u>	<u>B23</u>	<u>B24</u>
1	11.42	12.00	12.56	12.80	13.75
2	11.42	12.00	12.56	12.80	13.75
3	12.10	12.67	13.31	13.70	14.48
4	12.10	12.67	13.31	13.70	14.48
5	12.90	13.50	14.15	14.62	15.24
6	12.90	13.50	14.15	14.62	15.24
7	13.45	14.00	14.70	15.43	16.05
8	13.45	14.00	14.70	15.43	16.05
9	13.72	14.23	14.96	15.68	16.31
10	13.72	14.23	14.96	15.68	16.31
11	13.72	14.23	14.96	15.68	16.31

### Longevity Increase at year 12, 17, 22 and 27

12	13.55	14.06	14.79	15.51	16.14
17	13.80	14.31	15.04	15.76	16.39
22	14.05	14.56	15.29	16.01	16.64
27	14.30	14.81	15.54	16.26	16.89

### Longevity Increase at year 12, 17, 22 and 27

12	13.97	14.48	15.21	15.93	16.56
17	14.22	14.73	15.46	16.18	16.81
22	14.47	14.98	15.71	16.43	17.06
27	14.72	15.23	15.96	16.68	17.31

Category 2 (A13) - Includes Food Service Workers

Category 3 (B21) - Includes Food Service Ala Carte Workers

Category 4 (B22) - Includes Food Service Mainline Cooks, Media Paraprofessionals, Clerical

Category 5 (B23) - Includes Instructional, Management, and Health Paraprofessionals; ISS Supervisor, District Clerical

Category 6 (B24) - Includes Principals' Secretaries; Payroll Clerk



