

LABOR AGREEMENT

Between

LE SUEUR - HENDERSON PUBLIC SCHOOL DISTRICT #2397

and

**MINNESOTA TEAMSTERS PUBLIC AND LAW
ENFORCEMENT EMPLOYEES' UNION, LOCAL #320**



**REPRESENTING
ADMINISTRATIVE SUPPORT AND SECRETARY STAFF**

JULY 1, 2021 – JUNE 30, 2023

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ARTICLE 1 PURPOSE

This Agreement is entered into between the Le Sueur – Henderson Public School District (Independent School District 2397), hereinafter referred to as the “District” or the “School District” and the Minnesota Teamsters Public and Law Enforcement Employees’ Union, Local 320, hereinafter referred to as the “Exclusive Representative” pursuant to and in compliance with the Minnesota Public Employment Labor Relations Act of 1971, as amended is hereinafter referred to as PELRA, to provide the terms and conditions of employment for administrative support/clerical staff for the duration of this Agreement.

ARTICLE 2 RECOGNITION OF EXCLUSIVE REPRESENTATIVE

Section 1. Recognition: In accordance with PELRA, the School District recognizes Minnesota Teamsters Public and Law Enforcement Employees’ Union, Local 320 as the Exclusive Representative for all administrative support/clerical staff employed by the School District for more than fourteen (14) hours per week. Excluded from such classifications are the following:

- Confidential employees
- Part-time employees whose service does not exceed twelve and one-half (12½) hours per week
- Employees who work fourteen (14) hours or less
- Employees who hold positions of temporary or seasonal character for a period not in excess of sixty-seven (67) working days in a calendar year
- Emergency employees

The Exclusive Representative shall have those rights and duties as prescribed by PELRA and as described in this Agreement.

Section 2. Appropriate Unit: The Exclusive Representative shall represent all such employees of the School District as defined in ARTICLE 3, Section 2, and PELRA and in certification by the Commissioner of the Minnesota Bureau of Mediation Services (BMS).

Section 3. Inclusion/Exclusion: In the event the Employer and the Union are unable to agree as to the inclusion or exclusion of a new or modified job class, the issue shall be submitted to the Bureau of Mediation Services (BMS) for determination.

Section 4. Individual Agreements: The Employer shall not enter into any agreements covering terms and conditions of employment with the employees of the bargaining unit under the jurisdiction of this Agreement, either individually or collectively, which in any way conflicts with the terms and conditions of this Agreement, except through the certified representative.

ARTICLE 3 DEFINITIONS

Section 1. Description of Appropriate Unit: For purposes of this Agreement, the terms, administrative support/clerical staff, shall mean all persons in the appropriate unit employed by the School District in such classifications excluding the following:

- Confidential employees
- Supervisory employees
- Essential employees
- Part-time employees whose services do not exceed the lesser of fourteen (14) hours per week or thirty-five percent (35%) of the normal work week in the employee's bargaining unit
- Employees who hold positions of a temporary or seasonal character for a period not in excess of sixty-seven (67) working days in a calendar year unless those positions have already been filled in the same calendar year and the cumulative number of days in the same position by all employees exceeds sixty-seven (67) calendar days in that year
- Emergency employees

Section 2. District or School District: For purposes of administering this Agreement, the word/term, "District/School District," shall mean the School Board or its designated representative(s).

Section 3. Employee: A member of the exclusively recognized bargaining unit.

Section 4. Union: Minnesota Teamsters Public and Law Enforcement Employees' Union, Local No. 320.

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

ARTICLE 4 SCHOOL DISTRICT RIGHTS

Section 1. Inherent Managerial Rights: The Employer retains the full and unrestricted right to:

- Operate and manage all manpower, facilities and equipment
- Establish functions and programs
- Set and amend budgets
- Determine the utilization of technology
- Establish and modify the organizational structure
- Select, direct and determine the number of personnel
- Establish work schedules
- Perform any inherent managerial functions not specifically limited by this Agreement

Section 2. School Board Responsibilities: The Exclusive Representative recognizes the right and obligation of the School Board to efficiently manage and conduct the operation of the School District within its legal limitations and with its primary obligation being to provide educational opportunities for the students of the School District.

Section 3. Effect of Rules, Regulations, Directives, and Orders: The Exclusive Representative recognizes that all employees covered by this Agreement shall perform the services prescribed by the School Board and shall be subject to School Board rules, regulations, directives, and orders issued by properly designated officials of the School District. The Exclusive Representative also recognizes the rights, obligations, and duty of the School Board and its duly designated officials to promulgate rules, regulations, directives, and orders,

from time to time, as deemed necessary by the School Board. Insofar as such rules, regulations, directives, and orders are not inconsistent with the terms of this Agreement applicable State and Federal Statutes, Laws, Rules and Regulations having the force effect of law.

Section 4. Reservation of Managerial Rights: The foregoing enumeration of rights and duties shall not be deemed to exclude other inherent managerial rights and managerial functions not expressly reserved, and all managerial rights and managerial functions not expressly delegated in this Agreement are reserved to the School District.

Section 5. Hold Harmless: The School District will be held harmless against any and all claims, suits, orders or judgments brought or issued against the School District as a result of any action taken or not taken by the School District under the provisions of this Article.

Section 6. Security: The Exclusive Representative, its officers and the covered employees agree that they will not engage in, encourage, sanction, support or suggest any strike and they agree they will not withhold in whole or in part the full performance of their duties during the life of this Agreement, except as specifically allowed by the Public Employment Labor Relations Act of 1971, as amended. In the event of a violation, the Exclusive Representative shall join with the School District to warn employees of the consequences of their action and shall instruct them to immediately return to their normal duties.

ARTICLE 5 UNION SECURITY

Section 1. Right to Views: Pursuant to PELRA, nothing contained in this Agreement shall be construed to limit, impair, or affect the right of any employee or his/her representative to the expression or communication of a view, grievance, complaint, or opinion regarding 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 proper performance of the duties of employment or circumvent the rights of the exclusive representative.

Section 2. Request for Dues Check off: Pursuant to PELRA, the Exclusive Representative shall be allowed dues check off for its members. The School District shall deduct from the wages of employees who authorize such a deduction in writing an amount necessary to cover monthly Exclusive Representative dues.

Section 3. Stewards: The Exclusive Representative may designate no more than three (3) employees from the bargaining unit to act as stewards. The Exclusive Representative shall inform the School District in writing of the employees designated and of any changes in such designation. The Stewards are authorized to perform and discharge the duties and responsibilities that are assigned to them under the terms of this Agreement and any supplementary agreements. The School District agrees that there shall be no restraint, interference, coercion or discrimination against any Steward because of the performance of such duties.

Section 4. Bulletin Board: The School District shall make space available on the employee bulletin board for the posting of official Union notices and announcements.

Section 5. Communications: The School District agrees that on the School District's premises and without loss of pay, the Union Steward shall be allowed to:

- Post official Union notices
- Transmit communications authorized by the Exclusive Representative or its officers under the terms of this Agreement
- Consult with the School District, its representative, the Exclusive Representative concerning the enforcement of any provision of this Agreement, so long as such action does not unduly interfere with regular employee duties.

The Exclusive Representative shall not take employees from the performance of their assigned responsibilities without prior approval of the Employer's designated representatives.

ARTICLE 6 RATES OF PAY & PAY PLAN

Section 1. Rates of Pay: Employees within the bargaining unit shall be paid according to the salary schedule.

Section 2. Status of Salary Schedule: For the duration of this Agreement, advancement on any salary schedule shall be subject to the terms of this Agreement. In the event a successor Agreement is not entered into prior to the expiration of this Agreement, an employee shall be compensated according to the current rate until a successor Agreement is fully ratified.

Section 3. Pay Plan Option: Employees who would like their pay pro-rated over a twelve (12) month period shall be allowed to do so upon written request to the Business Office by July 1 of each year. Should an employee fail to give notification by July 1, he/she shall retain the option under which he/she was previously paid. Any new employee who fails to notify the Business Office by July 1 shall be paid on a 12-month basis.

Section 4. Compensation:

Subd. 1. Employee Base Wage:

- Administrative Support/Secretary: \$14.50 per hour

Subd. 2 2021-2022 School Year: All employees will receive eighty-two cent per hour (\$0.82) wage increase for year one.

Subd. 3 2022-2023 School Year: All Employees will receive two percent (2%) increase for year two.

Section 5. Experience Consideration: With a recommendation from the hiring supervisor and approval of the Superintendent, a newly hired employee, in the Specialist category may be given credit for previous experience for up to two dollars (\$2.00) per hour over the Base Wage. The Union Steward will be duly notified.

ARTICLE 7 403(b) MATCHING CONTRIBUTION PLAN

Section 1. Eligibility: Pursuant to the provisions of M.S. 123B.02, Subd. 15. and Section 403(b) of the Federal Internal Revenue Code, the School District will make matching contributions for each employee who has worked for the District for twelve (12) continuous months and must be employed for twenty (20) hours per week or more for a minimum of nine

(9) months each calendar year.

Section 2. Amount of School District Contribution: Eligible employees, after completion of their first (1st) year of working experience in the School District, shall be eligible for an annual School District matching contribution. The annual School District matching contribution shall not exceed the amounts listed below nor shall the annual maximum District contribution exceed the amount specified by statute. The District matching contribution amount shall be made at the same time as the individual contribution by the staff member. The District match will be in twenty-four (24) equal installments, beginning with the first pay period in September, or will match the staff member's contribution, whichever is less.

<u>Years of Service</u>	<u>District Maximum Annual Matching Contribution</u>
2 - 5	\$400
6 - 10	\$600
11 - 15	\$750
16 +	\$1000

Section 3. Lifetime Limitation: The maximum lifetime School District contribution to any individual employee pursuant to this Article shall be for thirty thousand dollars (\$30,000). Upon reaching this maximum, the employee shall no longer be eligible for School District contributions.

Section 4. Vendors: Participation in the benefits of this article is limited only to employees who select one of the School District approved vendors.

Section 5. Payment: The employee's contribution shall be made by payroll deduction.

Section 6. Unpaid Status: An employee on unpaid leave status may not participate in the provisions of this article.

Section 7. Applicable Statutes: The provisions of this article are subject to all limitations relating to such plans as provided by Federal and State laws.

ARTICLE 8 GROUP INSURANCE

Section 1. Selection of Carrier: The selection of the insurance carrier shall be made by the School District as provided by law.

Section 2. Insurance Committee: The District will invite at least one member of this Bargaining Unit to be on the District Insurance Committee.

Section 3. Eligibility: Employees who average at least thirty (30) compensated hours per week for nine (9) months, and no hours for three (3) months, would still be considered a full-time employee of the District and, therefore, will be eligible for health and hospitalization insurance.

Section 4. District Contribution to Health and Hospitalization Insurance: The District shall make a defined contribution of five thousand nine hundred sixty-one dollars and sixty cents (\$5,961.60) per individual; nine thousand two hundred fifty five dollars and sixty cents (\$9,255.60) per family for any employee who qualifies under insurance eligibility to be used

toward any District offered health insurance plan. Employee to elect plan and level of coverage from District options and will be responsible for any additional cost of the premium through payroll deduction. If an employee elects a less expensive plan, the difference in contribution will be made to the employee's HSA.

Section 5. Income Protection & Life Insurance: The School District shall provide twelve (12) months coverage of income protection insurance and twenty thousand dollar (\$20,000) term life insurance to any employee who qualifies under insurance eligibility rules and is scheduled to work thirty-five (35) hours or more per week.

Section 6. Plan Options: Employees may chose from any of the plans offered by the School District.

Section 7. Post Service Insurance Eligibility: Subject to the requirements of the insurance carrier, an employee who retires after having worked at least nine (9) months a year for fifteen (15) years and has reached the age of fifty-five (55) shall be entitled to participate in major medical and hospitalization insurance policy of the School District. The employee shall pay the cost of the insurance premiums, and by paying the cost of the insurance may remain in the group until the employee reaches age sixty-five (65) or becomes eligible for Medicare, whichever occurs first. In the event of the death of said retired clerical employee, who was part of the insurance group, the employee's spouse shall be entitled to continue in the major medical and hospitalization policy of the District by paying the premium of the policy under which the retired employee was covered, pursuant to Minnesota Statute.

Section 9. Duration of Insurance Contributions: An employee is eligible for School District contributions as provided in this article as long as the employee is employed by the School District, on paid status, and enrolled in the School District's group health and hospitalization insurance plan. Upon termination of employment, all School District contributions shall cease.

ARTICLE 9 LEAVES OF ABSENCE

Section 1. Sick Leave:

Subd. 1. Earning: All employees shall earn one (1) paid day of sick leave for each month of employment in the School District. A sick leave day is defined as the same number of hours as the contracted working day. Sick leave shall accrue monthly as it is earned on a proportionate basis to the employee's work year.

Subd. 2. Accumulation: Unused sick leave days may accumulate to a maximum of one hundred and twenty (120) days of sick leave per employee.

Subd. 3. Use: Sick leave, with pay, shall be granted when an absence is due to an illness, injury, or hospitalization of the employee, employee's minor child, adult child, spouse, sibling, parent, in-law, grandchild, grandparent, or stepparent. Leave shall always be authorized in accordance with MN State Statute Section 181.9413.

Subd. 4. Medical Certificate: The School District may require an employee to furnish a medical certificate from a qualified physician as evidence of illness, and/or disability pursuant to this section. However, the final determination as to the eligibility of an employee for sick leave is reserved to the School District and applicable law 181.9413. In the event that a medical certificate will be required, the employee will be so advised.

Subd. 5. Deduction: Sick leave allowed shall be deducted from the accumulated sick leave days earned by the employee.

Subd. 6. Approval: Sick leave benefits shall not be granted to persons for injuries

received while employed by an individual or firm other than the School District. Or Sick leave pay may be approved by following District guidelines for leave requests. Procedures may be reviewed in the District Employee Handbook.

Subd. 7. Denial of Benefits: Sick leave benefits shall not be granted to persons for injuries received while employed by an individual or firm other than the School District.

Subd. 8. Wellness Day(s): An employee of this unit who uses two (2) or fewer sick days shall be given an additional "wellness day" at the end of the school year for use in the following school year. An employee using one (1) or fewer sick days in the school year shall be awarded two (2) wellness days at the end of the year. Wellness days not used by the end of the following school year, will be paid out to the employee at the rate of Employee's base rate of pay for the day.

Section 2. Workers' Compensation: Pursuant to M.S. Chapter 176, an employee injured on the job in the service of the School District and collecting workers' compensation insurance may draw sick leave and receive full salary from the School District and only that fraction of the days not covered by insurance will be deducted from accrued sick leave.

Section 3. Bereavement Leave: An employee may be granted one (1) to five (5) days paid leave in the event of death or serious illness in the employee's immediate family. Immediate family shall be: wife/husband, children, sister, brother, parent, father/mother-in-law, grandparents, grandchildren, sister/brother-in-law. The Superintendent may, at his/her discretion, grant additional unpaid leave for serious illness in the employee's immediate family. Paid funeral leave of up to one (1) contracted working day per school year shall be granted for funeral of friends and other person not mentioned in the previous paragraph. Such leave shall be non-accumulative.

Section 4. Child Care Leave:

Subd. 1. Use: A childcare leave may be granted by the School District, subject to the provisions of this section, to one (1) employee-parent of a natural or adopted infant child.

Subd. 2. Request: An employee making application for childcare leave shall inform the Superintendent in writing of the request to take the leave at least one (1) month before commencement of the intended leave. The leave shall be granted only in cases where the employee requests such leave for the purposes of attending a newborn or newly adopted child.

Subd. 3. Medical Statement: An employee will provide, at the time of the leave application, a statement from the attending physician indicating the expected date of leave.

Subd. 4. Duration: Such leave may be for periods extending beyond a period of time the employee is unable to work due to pregnancy, childbirth, or recovery there from, but shall be for no longer than one (1) full year from the date of the commencement of such leave. In making a determination concerning the commencement and duration of a childcare leave, the School Board shall not, be required to permit the employee to return to employment prior to the date designated in the request for child care leave.

Subd 5. Insurance Continuation: Employees on Child Care Leave, for the period not covered under sick leave, shall continue the insurance programs of the School District by paying the full premiums on a regular monthly basis as stipulated by the School District.

Subd. 6. Reinstatement: Upon returning from approved Child Care Leave the employee will assume the same or higher pay the employee had when he/she went on leave.

Subd. 7. Failure to Return: Failure of the employee to return by the date determined

under this section shall constitute grounds for termination unless the School District and the employee mutually agree in writing to an extension in the leave.

Section 5. Family and Medical Leave (FMLA): FMLA leave shall be granted pursuant to applicable law.

Subd. 1. Duration of Leave: An unpaid leave of absence may be granted for health reasons if recommended by the attending physician in writing and approved by the Administration and School Board. Time period may be renewable, upon review, up to one (1) year.

Section 6. Unpaid Leave: Unpaid leave may be granted for other purposes at the discretion of the Superintendent. Unpaid leave for the day preceding or the day following holidays or vacations or the first or last day of the school year are highly discouraged.

Section 7. Leave of Absence: A leave of absence may be granted by the School District for one (1) semester or one (1) school year at the School District's discretion for due cause shown. Applications must be submitted to the Board for its approval. The applicant shall receive no enumeration during the leave period. When accumulated sick leave is entirely used and he/she is not able to return to his/her normal duties because of illness, may be provided with a temporary leave of absence not to exceed one (1) calendar year.

Subd. 1. Reinstatement: The School District shall place the applicant in his/her former or equal position upon the completion of the leave of absence, and he/she shall be entitled to all benefits which he/she had earned at the time his/her leave of absence commenced.

Subd. 2. Extension: All requests for extensions or renewals of leaves of absence shall be applied for, in writing, and if granted, shall be in writing two (2) months prior to the end of such leave.

Subd. 3. Notification of Intent: Employees who have been granted a leave of absence must notify the School District two (2) months prior to the end of such leave, whether or not they intend to return to their position. Failure of the employee to notify the District by the date determined under this section shall constitute grounds for termination unless the School District and the employee mutually agree in writing to an extension in the leave.

Subd. 4. Seniority and Benefits: During an unpaid Leave of Absence the employee does not accrue seniority or benefits.

Section 8. No Remaining Sick Leave: When accumulated sick leave is entirely used and the employee is not able to return to his/her normal duties because of illness, the employee may be provided with a temporary leave of absence not to exceed one (1) calendar year.

Section 9. Insurance Application: An employee on unpaid leave is eligible to continue to participate in group insurance programs if permitted under the insurance policy provisions. The employee shall pay the entire premium for such insurance commencing with the beginning of the leave and shall pay to the School District the monthly premium in advance, except as otherwise provided in law. In the event the employee is on paid leave or Family Medical Leave of Absence (FMLA) from the School District under Article 9, Section 1, or supplemented by sick leave pursuant to Article 9, Section 2, the School District will continue insurance contributions as provided in this Agreement until sick leave is exhausted. Thereafter, the employee must pay the entire premium for any insurance retained.

Section 10. Jury Service: An employee who serves on jury duty shall be granted the day(s)

necessary as stipulated by the court to discharge this responsibility without any salary deduction or loss of basic leave allowance. The compensation received for jury duty service shall be remitted to the School District.

Section 11. Other Leaves: Other leaves shall be granted pursuant to applicable law.

181.9412	SCHOOL CONFERENCE AND ACTIVITIES LEAVE
181.9413	SICK LEAVE BENEFITS; CARE OF RELATIVES.
181.9414	PREGNANCY ACCOMMODATIONS.
181.945	LEAVE FOR BONE MARROW DONATIONS.
181.9456	LEAVE FOR ORGAN DONATION.
181.9458	AUTHORIZATION FOR BLOOD DONATION LEAVE.
181.946	LEAVE FOR CIVIL AIR PATROL SERVICE.
181.947	LEAVE FOR IMMEDIATE FAMILY MEMBERS OF MILITARY PERSONNEL INJURED OR KILLED IN ACTIVE SERVICE.
181.948	LEAVE TO ATTEND MILITARY CEREMONIES.
192.261	LEAVE OF ABSENCE.

ARTICLE 10 SUBSTITUTE PERSONNEL

Section 1. Non-Bargaining Unit Substitute: A non-bargaining unit substitute employed to fill in for any bargaining unit employee will be paid at a rate set annually by the School Board. In the event the substitute is a former employee, he/she will be paid the greater of their old pay rate or an amount not to exceed two dollars (\$2.00) per hour above the Base Wage of the level for which they are subbing.

Section 2. Bargaining Unit Substitute: If a bargaining unit employee is used to fill in for another employee, the substitute employee will be paid at the Base Wage of the classification for which they are substituting or their current job rate, whichever is greater.

Section 3. Throughout the assignment, employees required to work out of their classification will be compensated at the beginning rate of pay of the new classification or the employee's current rate, whichever is greater.

ARTICLE 11 HOURS OF SERVICE, DUTY YEAR AND OVERTIME

Section 1. Basic Work Week: The employee's basic work week, exclusive of lunch, shall be prescribed by the School District.

Section 2. Basic Work Year: The employee's basic work year shall be prescribed by the School District. Unless there are mitigating circumstances, the employee's work schedule will be set by August 1 of each year and the Business Office will, by August 2 or the nearest business day thereafter, send written notification to each clerical employee stating:

- Starting date
- The number of contract days for that school year
- Specified listings of days

Section 3. Part-time Employees: The School District reserves the right to employ such employees as it deems desirable or necessary on a part-time basis.

Section 4. Sub-Contracting: If after a diligent attempt by the School District to employ a person to fulfill a need, the School District may sub-contract bargaining unit work after providing the Exclusive Representative with written notice and the opportunity for discussion with the School District. Sub-contracting cannot be used to prevent a laid off employee from being called back.

Section 5. Shifts and Starting Times: All employees will be assigned starting times and shifts at the beginning of the each school year as determined by the School District. Any additional changes will be in writing and at least two (2) weeks prior to the implementation of the new shift/hours.

Section 6. Work Breaks

Subd. 1. Lunch Period: Employees shall be provided an unpaid duty-free lunch period of at least thirty (30) minutes.

Subd. 2. Shift Break: All employees shall be given a fifteen (15) minute break during each full one-half ($\frac{1}{2}$) shift.

Section 7. Overtime: Employees will be compensated at a rate of one and one-half ($1\frac{1}{2}$) times the base rate (the employee's normal straight time rate) for hours worked in excess of a forty (40) hour week. The Supervising Administrator must approve overtime hours in advance.

Subd. 1. Calculation: Overtime will be calculated to the nearest fifteen (15) minutes.

Section 8. Compensatory Time: Overtime accumulation may be taken as compensatory time off if mutually agreeable to the employee and School District.

Subd 1. On Fridays and the days before vacations, clerical staff may leave one-half ($\frac{1}{2}$) hour early without loss of pay if compensatory time is used. On non-student days, including pre- and post-school year, clerical staff may leave one (1) hour early if compensatory time is used.

Section 9. Winter Break Service: During the winter break, when school is not in session, twelve (12) month employees will be expected to work a minimum of two (2) days exclusive of holidays. The Supervising Administration will determine the actual work schedule for this period.

Section 10. Aggregating Hours: For purposes of determining Fringe Benefits, the District shall aggregate all contracted hours worked by the employee.

Section 11. Emergency Closings and Late Starts: When required to work by building administrator on an Emergency Closing, employee will earn additional time off, hour for hour.

Subd 1. Additional Personal Leave Hours: Employees will earn Personal Leave Hours up to the equivalent of two (2) of the employee's normal work days at the same rate as the Paraprofessional and Specialist classifications earn for emergency closings.

Subd 2. Excessive Closings: The first two (2) snow days will be paid with no expectation of making up work or working from home. Days three through seven (3 – 7) shall be made up by pre-approved administrative assignments if they wish to be paid. Employees who are able to complete work assignments at home, may also be allowed to work from home during inclement weather closures. Personal time must be utilized before unpaid days are allowed.

Section 12. Working During Off Duty Time: An employee who is called to duty during his/her scheduled off-duty time shall receive a minimum of two (2) hours pay at one and one-half (1½) times the employee's base pay rate. An extension or early report to a regularly scheduled shift for duty does not qualify the employee for the two (2) hour minimum and should be agreed upon by the School District and the employee.

ARTICLE 12 HOLIDAYS

Section 1. Rate of Pay: Any employee who is required to work on a legal holiday shall be paid at his/her regular rate of pay for work performed on the legal holiday and shall be granted equal time off at a mutually agreed upon time or shall be paid an equal number of hours at straight time rates. If the employee chooses to not take time off will be paid twice (2x) their regular rate of pay.

Section 2. Paid Holidays: All employees will receive regular pay for seven (7) holidays. All holidays will be student nonattendance days.

Labor Day
Thanksgiving Day
Thanksgiving Friday
Christmas Day
New Year's Day
Good Friday
Memorial Day

Subd. 1. Additional Holiday: Employees who work twenty-five (25) hours or more per week will receive one (1) additional holiday:

Christmas Eve Day

OR

Subd. 2. Twelve Month Employees: Twelve (12) month employees shall receive an additional three (3) holidays:

July 4th
Two (2) Floaters

ARTICLE 13 VACATIONS

Section 1. Eligibility: All clerical employees will be eligible for one (1) paid vacation day per year. If a less than twelve (12) month full-time employee should go on a twelve (12) month contract, the vacation time will be based upon pro-rated full time previously worked.

Section 2. Additional Earned Vacation:

Subd. 1. Less than Twelve (12) Month Employees: All less than twelve (12) month clerical employees shall earn additional vacation as follows:

Additional Vacation Days

<u>Years in District</u>	<u>Personal Hours Accrued</u>
Completion of probation	8.0 Hours
Year 1	16.0 Hours
Year 5	24.0 Hours
Year 10	32.0 Hours
Year 15	40.0 Hours

Subd. 2. Twelve Month Employees: Twelve (12) month employees will be granted additional vacation during the employment year on the following basis:

Additional Vacation Days

<u>Years in District</u>	<u>Day(s) of Vacation Accrued</u>
1 - 5 Years	10 Days
6 - 14 Years	10 Days + 1 day per year up to 20 Days
15+ Years	20 Days

Section 3. Application:

Subd. 1. Eligibility: Earned vacation time shall be determined as of July 1 of each year. Employees hired between January 1 and July 1 shall not be eligible for vacation as a matter of right until July 1 of the following year but may be permitted to take vacation at the discretion of the School District.

Subd. 2. Scheduling: The taking of a vacation day must be approved by the employee's supervisor.

Subd. 3. Vacation Days Allowed Per Day: Normally, no more than three (3) district wide employees covered under this Agreement can use the same day as a vacation day. If more than three (3) apply for the same day, those first applying for the day will be given priority.

Subd. 4. Length of Vacations: In some positions, extended summer vacations in excess of two (2) weeks are not in the best interest of the School District. In those cases, employees will be requested to take part of their vacation during the school year. Vacation time may be used in two (2) hour increments.

Subd. 5. Accumulation: Employee's may carry over eight (8) hours per year with a cap of sixteen (16) available for the year. Employee's accrued time over eight (8), shall be paid out at the employee's rate at the end of the school year. If the employee has eight (8) hours or less remaining at the end of the year, the employee must request a payment otherwise it will be carried over.

Subd. 6. Resignation: Employees who resign, or are dismissed during the year, or who begin work after the start of the working agreement year will only earn vacation on a pro-rated basis for the period of time they are employed during that year.

Subd. 7. New Employees: An employee hired during the year will have the number of paid holidays prorated, to the nearest whole day, based on the percentage of the school year remaining.

Subd. 8. Notification: The District will notify employees proposed holiday list at the beginning of each school year

Subd. 9. Modifying Designated Holidays: It is understood these dates can change if the District needs to modify the scheduled holidays due to unexpected emergency

closing days. Said changes must be notified to the employee, in writing, a minimum of thirty (30) calendar days prior to the change.

Subd. 10. Working on a Holiday: If a holiday is used as a makeup day, the District will pay the employee both their regular rate of pay and holiday pay for the same day of work.

ARTICLE 14

PROBATIONARY PERIOD, DISCIPLINE, AND DISCHARGE/RESIGNATION

Section 1. Probationary Period: All newly hired or rehired employees serve a probationary period of six (6) months for newly hired and three (3) months for employees moving to a different position. Additionally, any employee moving to a different position likewise shall be subject to a new probationary period.

Section 2. Completion of Probationary Period: Upon completion of the probationary period, new or rehired employees shall become regular employees within the meaning of this Agreement and shall be credited with seniority dating from the first date of continuous employment to a permanent position with the School District.

Section 3. Probationary Period: Change of Classification: Failure to obtain permanent status upon moving to a new position cannot be grieved, but the employee shall be given reasons in writing, therefore. An employee shall be assigned to his/her previous job upon failure to attain permanent status or promotion.

Section 4. Discipline:

Subd. 1. Types: The School District shall have the right to impose discipline on its employees for just cause only. The School District reserves the right to impose discipline at any level as determined by the School District based upon the circumstances surrounding the action. Discipline will be in one (1) or more of the following forms:

- Oral reprimand
- Written reprimand
- Suspension with pay
- Suspension without pay
- Demotion
- Discharge

Both the School District and the Exclusive Representative agree that the above list of types of discipline is not meant to imply a sequence of events.

Subd. 2. Conference: A conference between the employee, with Union representation if discipline is expected and his/her supervisor shall be held prior to the imposition of a written reprimand, suspension with pay, suspension without pay, demotion or discharge. All will be in written form.

Subd. 3. Grievance of Discipline: Grievances relating to a suspension with or without pay, demotion or discharge shall be initiated by the Exclusive Representative at Step 3 (School Board) of the Grievance Procedure, under Article 15 of this Agreement.

Subd. 4. Representation: The Exclusive Representative shall have the right to be present at any questioning of an employee concerning investigation for disciplinary action against any employee.

Subd. 5. Acknowledgement: Written reprimands, to become part of the employee's

personnel file, shall be read and acknowledged by signature of the employee. The affected employee will receive a copy of such written reprimands and notices of suspension with pay, suspension without pay, demotion and discharge. The School District should send a copy of such written reprimands and notices of suspension with pay, suspension without pay, demotion and discharge to the Exclusive Representative.

Subd. 6. Discharge Suspension: Discharges will be preceded by a five (5) day suspension without pay.

Section 5. Resignation: A two (2) week notice shall be required of an employee wishing to resign.

ARTICLE 15 SENIORITY, REDUCTION OF FORCES & VACANCIES

Section 1. Definition: Seniority shall be defined as an employee's length of service with the District since his/her most recent date of hire. Both length of service within a classification and length of service with the School District in the one job classification where more than fifty percent (50%) of the employment occurs will be considered. Where job classifications are equally split, the employee shall have a one (1) time option to choose which job classification where seniority will accrue.

Section 2. Seniority List: The School District shall establish seniority lists current as of the effective date of this Agreement and thereafter shall update them each February 1.

Subd. 1. Ranking: Each list shall rank employees in order of highest to lowest seniority within the classification. Seniority shall be the length of continuous employment with the School District. If more than one (1) employee is hired on the same date, seniority ranking within the classification shall be determined by the agenda order in which the School Board acted on the hirings.

Subd. 2. Posting List: The School District shall concurrently post the seniority lists and send them to the Stewards of the Exclusive Representative. Any employee or the Exclusive Representative shall be obligated to notify the School District of any error in the lists within ten (10) calendar days of the posting. If no error is reported within the ten (10) calendar day period, the list will stand correct as posted.

Section 3. Retention of Seniority: Any employee who is covered by this Agreement and who is subsequently promoted or transferred to any position within a classification shall retain seniority in his/her prior classification. A reduction of work force will be accomplished on the basis of classification series as established above.

Section 4. Benefits: Benefits shall accrue based on the latter of the anniversary date of hire or rehire.

Section 5. Reduction in Force: In the event of a reduction in force, such reduction shall be based on the seniority as determined by the seniority list within each classification. Layoffs shall be in inverse order of seniority in the same job classification. Employees to be laid off shall be given two (2) calendar weeks notification of such layoff.

Section 6. Recall: Recall from lay-off shall be in order of seniority within each classification, provided that a recalled employee must indicate his/her indication to return to work within fourteen (14) calendar days of notification; failure to respond to recall as herein provided shall result in automatic termination of seniority and employment.

Subd. 1. Notification: Notice of recall shall be by certified mail with a return receipt requested.

Subd. 2. Placement on Roster: An employee shall remain on the recall roster for two (2) years, unless he/she fails to respond to a recall notification. At the end of two (2) years, all employment and seniority rights shall terminate.

Section 7. Vacancies: The School District is committed to hiring the most qualified candidates for District service. If all other job relevant qualifications are equal, the most senior employee shall receive a promotion. If the District does not consider the applicant(s) to have the necessary qualifications set forth in the job description, the District has the right to hire from outside the Bargaining Unit.

Subd. 1. Posting: Job vacancies shall be emailed to all employees via the District email. All postings will be at least seven (7) calendar days. Reasonable effort shall be made to notify any eligible employee who is on compensated leave status at the time of the posting.

Subd. 2. Filling: Vacancies in positions exceeding twelve and one-half (12.5) hours per week shall be filled in the following order:

- (1.) From existing clerical personnel.
- (2.) If two (2) or more of the existing personnel apply, qualifications shall be the determining factor. Qualifications shall mean and be applied in the following order:
 - a. Suitability and demonstrated expertise in the position available.
 - b. Total years' experience in the District.
- (3.) Personnel on layoff: If however filling a vacancy pursuant to #1 or #2 above results in an employee on unrequested leave becoming unqualified for the remaining vacancy as determined by the District, the District shall hire the person on unrequested leave into that vacancy.
- (4.) Personnel new to the District

Subd. 3. Explanation: Any qualified employees from existing staff applying for a vacancy or a new position and not selected to interview, at the employee's written request, may meet with the appropriate building administrator for the purpose of receiving feedback as to why he/she was not selected for an interview. If an employee from existing staff is not awarded a position, at that employee's written request, the District shall give notice in writing as to the reason why he/she was not selected.

ARTICLE 16 GRIEVANCE PROCEDURE

Section 1. Definitions:

Subd. 1. Grievance: Shall mean an allegation, in writing, by an employee that the employee has a dispute or disagreement between the employee and the School District as to the interpretation or application of the specific terms and conditions contained in this Agreement.

Subd. 2. Grievant(s): Shall mean an individual employee, a group of employees, or the Exclusive Representative who/which files a grievance as defined in Article 15, Section 1, Subd. 1.

Subd. 3. Days: Any reference to the word, "days," regarding time periods in this procedure shall refer to working days. The term, "working day," is defined as all weekdays not designated as holidays by state law.

Subd. 4. Informal Discussion: In the event that an individual or group of individuals believes that there is a basis for a grievance, he/she or they may first discuss the alleged grievance. Any potential dispute shall require the Union and the Employer to attempt resolution informally within twenty (20) days of the knowledge of the event filing rise to the grievance. Informal resolutions shall be reduced to writing and shall vacate the need to file a grievance. Should no resolution be reached, the Union may proceed to Level 1 within ten (10) days of the decision.

Section 2. Representation: Any person or agent designated by such party to act on the party's behalf may represent the grievant(s), administrator, or School Board during any step of the procedure.

Section 3. Processing of a Grievance: It is recognized and accepted by the Exclusive Representative and the School District that the processing of grievances as hereinafter provided is limited by the job duties and responsibilities of the employees and shall therefore be accomplished during normal working hours only when consistent with such employee duties and responsibilities. The aggrieved employee and the Exclusive Representative shall be allowed a reasonable amount of time without loss of pay when a grievance is investigated and presented to the School District during normal working hours, as long as the employee and Exclusive Representative have notified and received the approval of the designated supervisor. The supervisor shall determine if such absence is reasonable and would not be detrimental to the work programs of the School District.

Section 4. Time Extension: The time limit in each step may be extended by mutual written agreement of the School District and the Exclusive Representative.

Section 5. Resolution of Grievance:

The School District and the grievant(s) shall attempt to resolve all grievances which may arise during the course of employment as follows:

Subd. 1. STEP 1 - Appeal to Supervisor:

- (1.) All grievances will first be addressed through informal discussion between the employee/representative and the supervisor.
- (2.) Discussion shall take place within fifteen (15) days after alleged violation has occurred.
- (3.) If resolution is not achieved, the employee/representative shall place in writing
 - a) The nature of the grievance
 - b) The facts on which it is based
 - c) The provision or provisions of the Agreement allegedly violated
 - d) The remedy requested
- (4.) The Supervisor will give a written answer to said grievance within ten (10) days of meeting.
- (5.) Failure by the Supervisor to issue a decision within the time period provided in this article shall constitute a denial of the grievance, and the grievant(s) may appeal it to the next level.
- (6.) A grievance not resolved may be appealed to Step 2.
- (7.) Any grievance not appealed in writing to Step 2 by the Exclusive Representative within ten (10) days shall be considered waived.

Subd. 2. STEP 2 - Appeal to Superintendent: If a grievance is properly appealed to the Superintendent:

- (1.) The Exclusive Representative shall present the written grievance, and a meeting set within fifteen (15) days after receipt of the appeal to discuss the grievance with the Superintendent.
- (2.) The Superintendent shall give the Exclusive Representative his/her answer in writing within ten (10) days after said meeting.
- (3.) Failure by the Superintendent to issue a decision within the time period provided in this article shall constitute a denial of the grievance, and the grievant(s) may appeal it to the next level.
- (4.) A grievance not resolved in Step 2 may be appealed to Step 3 within ten (10) days following Superintendent's final Step 2 answer or expiration of the timeline if answer is provided.
- (5.) Any grievance not appealed in writing to Step 3 by the Exclusive Representative within ten (10) days shall be considered waived.

Subd. 3. STEP 3 - Appeal to School Board: If a grievance is properly appealed to the School Board:

- (1.) Written grievance shall be presented by the Exclusive Representative and a meeting set within twenty (20) days after receipt of the appeal to discuss the grievance with the School Board.
- (2.) At the option of the School Board, a committee or representative(s) of the School Board may be designated by the School Board to hear the appeal at this level and report the findings and recommendations to the School Board. The School Board shall then render its decision.
- (3.) The School Board shall give the Exclusive Representative their answer in writing within twenty (20) days after said meeting.
- (4.) Failure by the School Board to issue a decision within the time period provided in this article shall constitute a denial of the grievance, and the grievant(s) may appeal it to the next level.
- (5.) A grievance not resolved in Step 3 may be appealed to Step 4 within ten (10) days following the School Board's final answer to Step 3 answer.
- (6.) Any grievance not appealed to Step 4 by the Exclusive Representative within ten (10) days shall be considered waived.

Subd. 4. STEP 4 - Appeal to Bureau of Mediation Services: A grievance unresolved in Step 3 and appealed to Step 4 by the Exclusive Representative shall be submitted to the Bureau of Mediation Services subject to the Public Employment Labor Relations Act of 1971, as amended within ten (10) days following the School Board's final answer to Step 3 answer.

Subd. 5. STEP 5 - Arbitration: A grievance unresolved in Step 4 and appealed to Step 5 by the Exclusive Representative shall be submitted to arbitration subject to the provisions of the Public Employment Labor Relations Act of 1971, as amended.

- (1.) The selection of an arbitrator shall be made in accordance with the "Rules Governing and Arbitration of Grievances" as established by the Public Employment Relations Board.
- (2.) At the option of the Exclusive Representative, the selection may be made from the arbitrator list available from the Bureau of Mediation Services.

(3.) The Exclusive Representative shall request action to strike names within thirty (30) days of receipt of the list of arbitrators.

(4.) Arbitrator's Authority:

a. The arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from the terms and condition so of this Agreement. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the School District and the Exclusive Representative, and shall have no authority to make a decision on any other issue not so submitted.

b. The arbitrator shall be without power to make decisions contrary to, or inconsistent with, or modifying or varying in any way the application of laws, rules or regulations having the force and effect of law.

c. The arbitrator's decisions shall be submitted in writing within thirty (30) days following close of the hearing or the submission of briefs by the parties, whichever be later, unless the parties agree to an extension.

d. The decision shall be binding on both the School District and the Exclusive Representative and shall be based solely on the arbitrator's interpretation or application of the express terms of this Agreement and to the facts of the grievance presented.

(5.) The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the School District and the Exclusive Representative, provided that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record. If both parties desire a verbatim record of the proceedings, the cost shall be shared equally.

Section 6. Choice of Remedy: If, as a result of the written School District response in Step 3, the grievance remains unresolved and if the grievance involves the suspension, demotion or discharge of an employee who has completed the required probationary period, the grievance may be appealed either to Article 15, Section 5, Subd. 4 or a procedure such as Veteran's Preference of Fair Employment. If appealed to any procedure other than Article 15, Section 5, Subd. 4 the grievance is not subject to the arbitration procedure as provided in Article 15, Section 5, Subd. 4. The aggrieved employee shall indicate in writing which procedure is to be utilized, Article 15, Section 5, Subd. 4 or another appeal procedure and shall sign a statement to the effect that the choice of any other hearing precludes the aggrieved employee from making a subsequent appeal through Article 15, Section 5, Subd. 4.

ARTICLE 17 COMPARABLE WORTH

Section 1. Implementation: Any and all Comparable Worth equities shall be implemented including classification change, job description update and be kept on file.

Section 2. Appeal: If either the employee or the immediate supervisor should determine that the classification of a job no longer accurately describes the requirements of the position the Appeals process will be initiated by using the appropriate Appeals process forms. (Appendix B)

Section 3. Effective Date: The effective date of pay adjustment is the date of School Board approval.

Section 4. Appeal Process:

Subd. 1. Initiation: The employee initiates the comparable worth appeal process by requesting the appeal from the District Office.

Subd. 2. Appeal Form: The employee and Union Representative complete the appeal form.

Subd. 3. Forward the Appeal Form: The appeal form is forward to the employer's supervisor who signs the form and retains the copy; the supervisor's signature signifies awareness of the appeal. The supervisor returns the form to the employee.

Subd. 4. Timeline: The employee sends the appeal to the District Office no later than January 1 and no later than February 1 of the contract year.

Subd. 5. Setting a Meeting: The Business Office establishes a timely meeting with the outside consultant and the employee. The Business Office notifies the employee and supervisor of the date for the appeal.

Subd. 6. Employee Meeting: The employee meets with the outside consultant

Subd. 7. Supervisor Meeting: The supervisor meets with the outside consultant

Subd. 8. Decision: The outside consultant renders a decision within twenty (20) working days.

Subd. 9. Notification: The employee and supervisor are notified of the consultant's decision.

Subd. 10. School board Action: The School Board ratifies or rejects recommended changes at the next regular Board meeting.

Subd. 11. Employee Notification: The employee is notified of the Board's decision.

**ARTICLE 18
MISCELLANEOUS PROVISIONS**

Section 1. Democratic-Republican-Independent-Voter-Education (DRIVE) Contribution:

The Employer agrees that upon the receipt of a properly executed voluntary authorization card from an employee, it will deduct from the employee's salaries such amounts as each employee authorizes to pay to Teamsters Democratic-Republican-Independent Voter Education (DRIVE).

Teamsters Local No. 320 will indemnify, defend and hold the Employer harmless against any claims made and against any suits instituted against the Employer, the Le Sueur-Henderson School District #2397, its Administration or employees, because of such payroll deduction.

Teamsters Local No. 320 agrees to pay the cost for programming and administering the implementation of this payroll deduction.

Section 2. Activity Pass: Each employee will receive a pass which provides for one (1) free admission for that employee to each home athletic and non-athletic event each year.

Section 3. Mileage: Employees required to use their own automobiles in the performance of their duties shall be reimbursed at the rate established by the School Board. This rate will be established for all driving required by the School District, except for normal commuting.

Section 4. Personnel Files: Employees may examine their own individual personnel files at reasonable times under the direct supervision of the School District. The employee has the right

to request copies of any contents of his/her file. The employee may include in the file written information in response to materials contained therein.

Section 5. Retirement Incentive: A member of this unit who has attained fifteen (15) years of service to the District and is between the ages of 55 to 65, may make application to the School Board for an early retirement incentive. This application must be submitted on or before February 1st of the school year proposed for retirement. The School Board must approve or deny the application within 30 days after it is received by the Board. The early retirement incentive shall be paid by the employing District at the time and in the manner mutually agreed upon by said employee of the Board. For the term of this Agreement, July 1, 2019 – June 30, 2021, the District agrees to waive the upper age limit of this provision.

ARTICLE 19 SAFETY

Section 1. Assurance of Safe Practices: If an employee feels that his/her work duties or responsibilities require such employees to be in a situation that violates Federal and State safety standards, the matter shall be immediately considered by the School District. If such matter is not satisfactorily adjusted, it may become the subject of a grievance and will be processed in accordance with the grievance procedure set forth in this Agreement.

Section 2. Accident Reports: All employees who are injured during the course of their employment shall file an accident report with the designated supervisor, regardless of how slight the injury, on forms furnished by the School District.

Section 3. Fitness for Performance: In the interest of work safety to individuals, co-workers, and others, the Employer may require employees to undergo a medical evaluation that will enable the School District to determine the employee's fitness for performance of his/her duties.

Section 4. Physical Exams: Employees required to have a physical examination as part of their employment shall have such examination paid for by the District and be allowed time off for taking such examination. Physicians will be designated by the District.

ARTICLE 20 TERM OF AGREEMENT

Section 1. Terms and Reopening Negotiations: This Agreement shall remain in full force and effect for a period commencing upon the date of its full ratification through June 30, 2024, and thereafter as provided by PELRA. If either party desires to modify or amend this Agreement commencing at its expiration, it shall give written notice of such intent to the other party no later than one hundred twenty (120) days prior to said expiration. Unless otherwise mutually agreed, the parties shall not commence negotiations more than ninety (90) days prior to the expiration date of this Agreement.

Section 2. Effect: This Agreement constitutes the full and complete Agreement between the School District and the exclusive representative. The provisions of this Agreement relating to terms and conditions of employment supersede any and all prior Agreements, resolutions, practices, and School District policies, rules, or regulations concerning terms and conditions of employment inconsistent with these provisions. Nothing in this Agreement shall be construed to obligate the School District to continue or discontinue existing or past practices or prohibit the School District from exercising all management rights, functions, and prerogatives, except

insofar as this exercise would be in express violation of any term or terms of this Agreement.

Section 3. Finality: Any matters relating to the current Agreement term, whether or not referred to in this Agreement, shall not be open for negotiation during the term of this Agreement.

Section 4. Severability: The provisions of this Agreement shall be severable, and if any such provision or the application of any such provision under any circumstances is held invalid, it shall not affect any other provisions of this Agreement or the application of any provision.

Section 5. Retroactive: Unless stated otherwise in this Agreement, terms, wages and benefits will be retroactive to July 1, 2021.

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

For: TEAMSTERS LOCAL NO. 320

For: LE SUEUR-HENDERSON
PUBLIC SCHOOLS #2397

H. King 8/31/22
Business Agent Date

Brenda Turner 8-9-2022
Chief Negotiator Date

Patricia Willard 8-16-22
Steward Date

Kelsey Sy 8-16-22
School Board Director Date
Representative

Pamela R Mediger 8-22-22
Steward Date