

MASTER CONTRACT

For the Period

July 1, 2022 through June 30, 2024

Between

Independent School District #306

Laporte, Minnesota and

Laporte Federation of Educational

Support Professionals, Local 4810,

Education Minnesota, NEA, AFT, AFL-CIO

Table of Contents

Article I Purpose	4
Article II Recognition of Exclusive Representative	
Article III: Definitions	
Section 1. Terms and Conditions of Employment	4
Section 2. Description of Appropriate Unit.	4
Section 3. District	4
Section 4. Other Terms	4
Article IV: School District Rights	
Section 1. Inherent Managerial Rights	5
Section 2. Management Responsibilities	5
Section 3. Effect of Laws, Rules and Regulations	5
Section 4. Reservation of Managerial Rights	5
Article V: Employee Rights	
Section 1. Right to Views	5
Section 2. Right to Join	5
Section 3. Request for Dues Check Off	6
Section 4. Fair Share Fee	6
Section 5. Exclusive Representative Leave	6
Section 6. Personnel Files	6
Article VI: Employment Practices	
Section 1. Employment Confirmation	7
Section 2. Work Rules/Job Description	7
Section 3. Classification and Certification	7
Section 4. Posting of Vacancies	7
Section 5. Probationary Period	7
Section 6. Discipline/Discharge	8
Article VIII: Seniority	
Section 1. Seniority Rights	9
Section 2. Seniority List	9

Section 3. Reductions in Hours and/or Layoffs	9
Article VIII: Rates of Pay/Work Conditions	
Section 1. Rates of Pay	9
Section 2. Pay Dates	10
Section 3. Vacations	10
Section 4. Holidays	10
Section 5. Longevity Pay	11
Section 6. Substitute Pay	11
Section 7. Work Day	11
Section 8. Overtime	12
Section 9. Bus Drivers	12
Section 10. Transportation Coordinator	13
Section 11. Clothing Provision	13
Section 12. Savings Option	13
Section 13. Annuities Option	13
Section 14. School/Calendar Closing	13

Article IX: Insurance Protection	
Section 1. Selection of Carrier	14
Section 2. Health and Hospitalization Insurance - Single Coverage	14
Section 3. Claims Against the District	15
Section 4. Duration of Insurance Contribution	15
Section 5. Eligibility	15
Section 6. Flexible Benefits	15
Section 7. Long Term Disability Insurance	15
Section 8. Worker's Compensation	15
Article X: 403B Matching Program	
Section 1. Participation	16
Article XI: Leaves of Absence	
Section 1. Sick Leave	17
Section 2. Personal Leave	18
Section 3. Jury Duty Leave	18
Section 4. Military Leave	18
Section 5. Medical Leave	18
Section 6. Child Care Leave	19
Section 7. Accrued Benefits	20
Section 8. Insurance Application	20
Section 9. Additional Leaves	20
Article XII: Grievance Procedure	
Section 1. Grievance Definition.	20

	Section 2. Representative	20
	Section 3. Definitions and Interpretations	21
	Section 4. Time Limitations and Waiver	21
		2
	Section 5. Adjustment of Grievance	21
	Section 6. School Board Review	22
	Section 7. Denial of Grievance	22
	Section 8. Arbitration Procedures	22
	Article XIII: Public Obligation	
		24
	Public Obligation	
	Article XIV: Duration	
		24
	Section 1. Terms and Reopening Negotiations	
	Section 2. Effect	24
	Section 3. Finality	25
	Section 4. Severability	25
	Signature Page	
		26
	Pay Schedule	
		27

ARTICLE I
PURPOSE

This agreement is entered into between the School Board of Independent School District No. 306, hereinafter referred to as District, and Education Minnesota. Laporte Federation of Educational Support Professionals, Local 4810, hereinafter referred to as the Exclusive Representative, pursuant to and in compliance with the Public Employment Relations Act of 1971, as amended, hereinafter referred to as PELRA, to provide the terms and conditions of employment for all non-certified employees of the Laporte School as defined in Article III, Section 2 of this agreement.

ARTICLE II
RECOGNITION OF EXCLUSIVE REPRESENTATIVE

In accordance with PELRA, the District recognizes the Laporte Federation of Education Support Professionals, Local 4810 as the Exclusive Representative for all non-certified employees employed by the District as defined in Article III. Section 2 of this agreement.

ARTICLE III
DEFINITIONS

Section 1. Terms and Conditions of Employment: The term "terms and conditions of employment" means the hours of employment, the compensation therefore, including fringe benefits except retirement contributions or benefits other than employer payment of or contributions to premiums for group insurance coverage for retired employees or severance pay, and the employer's personnel policies affecting the working conditions of the employees. "Terms and conditions of employment" is subject to the provisions of PELRA. The expectations of professional behavior and integrity of all employees.

Section 2. Description of Appropriate Unit: For purposes of this Agreement, the term non certified employee shall be all non-licensed employees of the District who are public employees within the meaning of Minnesota Statutes 179A.03, subd. 14, employed by the District in such classifications excluding the following: confidential employees, supervisory employees, (Administrative Secretary/Bookkeeper) essential employees, part-time employees whose services do not exceed the lesser of 14 hours per week or 35 percent of the normal work week in the employees bargaining unit, employees who hold positions of a temporary or seasonal character for a period not in excess of 67 working days in any calendar year unless those positions have already been filled in the same calendar year and the cumulative number of days in the same positions by all employees exceeds 67 calendar days in that year and emergency employees.

Section 3. District: For purposes of administering this Agreement, the term "District" shall mean the School Board or its designated representative.

Section 4. Other Terms: Terms not defined in this Agreement shall have those meanings as defined by the PELRA.

ARTICLE IV
SCHOOL DISTRICT RIGHTS

Section 1. Inherent Managerial Rights: The parties recognize that the District is not required to meet and negotiate on matters of inherent managerial policy, which include, but are not limited to, such areas of discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, subcontracting, the organizational structure and direction and number of personnel.

Section 2. Management Responsibilities: The parties recognize the right and obligation of the District to efficiently manage and conduct the operation of the District within its legal limitations and with its primary obligation to provide educational opportunity for the students of the District.

Section 3. Effect of Laws, Rules and Regulations: The Exclusive Representative recognizes that all employees covered by this Agreement shall perform the services prescribed by the District and shall be governed by the laws of the State of Minnesota, and by school board rules, regulations, directives and orders, issued by properly designated officials of the school district. The Exclusive Representative also recognizes the right, obligation 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, the laws of Minnesota, federal laws and valid rules, regulations and orders of state and federal agencies. Any provision of this Agreement found to be in violation of any such laws, rules, regulations, directives or orders shall be null and void and without force and effect.

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

ARTICLE V
EMPLOYEE RIGHTS

Section 1. Right to Views: Nothing contained in this Agreement shall be construed to limit, impair or affect the right of any employee or 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 proper performance of the duties of employment or circumvent the rights of the Exclusive Representative.

Section 2. Right to Join: Pursuant to PELRA, employees shall have the right to form and join labor or employee organizations, and shall have the right not to form and join such organizations. Employees in an appropriate unit shall have the right by secret ballot to designate an exclusive representative for the purpose of negotiating grievance procedures and the terms and conditions of employment for employees of such unit with the District.

Section 3. Request for Dues Check Off: The Exclusive Representative shall be allowed dues check off for its members, provided that dues check off and the proceeds thereof shall not be allowed to any exclusive representative that has lost its rights to dues check off pursuant to PELRA. Upon receipt of approval from the employee involved, the District will deduct from the employee's paycheck the dues that the employee has agreed to pay to the employee organization in 18 equal installments, September through June.

Section 4. Exclusive Representative Leave: Pursuant to PELRA, time off without pay shall be afforded to a reasonable number of elected officials and appointed representatives of the Exclusive Representative for the purpose of conducting the duties of the Exclusive Representative with prior approval of Superintendent or designee.

Section 5. Personnel Files: All evaluations and files generated within the school district related to each individual employee shall be available to each individual employee upon written request. Employees shall have the right to reproduce any of the contents of the files at the employees' expense and to submit for inclusion in the file written information in response to any materials contained therein, provided however, the school district may destroy such files as provided by law. An employee shall be notified by the district within five working days whenever any material is placed in the personnel file which may reflect on the employee's work performance or competence.

ARTICLE VI EMPLOYMENT PRACTICES

Section 1. Employment Confirmation: Employees subject to this Agreement will receive confirmation of employment, including applicable conditions as to assignment, classification and benefits as soon as possible after District action to hire. The employee will be notified, in writing, two (2) weeks prior to implementation of any change in assignment initiated by the District after initial employment, except in cases of emergency. Employment shall continue unless either party initiates resignation, termination for cause, or lay-off, except employees may be discharged pursuant to Article VI, Section 5.

Section 2. Work Rules/Job Description: Employees will be subject to the general work rules, job descriptions as established by the District. Employees will be responsible for the duties and conditions of their jobs described in the staff handbook. The employee shall be responsible for other work rules and/or information as informed by a supervisor.

Section 3. Classification and Certification: There shall be six general classifications of employment. The job classifications shall be Paraprofessional, Bus Driver, Drivers Non-school

bus, Food Service Worker, Secretary, and Custodian. Custodians must obtain the appropriate boiler licensure within six (6) months of initial employment. Custodians shall receive an extra \$.50 for each boiler license obtained up to a first class C license as this will suit the school based on its size and current boiler. Obtaining each license will increase the custodians pay by \$.50. The Custodian shall receive more than the position rate as follows:

Special Boilers	\$.50
2nd Class	\$.50
1st Class	\$.50

Employees shall be assigned a particular job classification upon initial employment consistent with the job function provided.

Section 4. Posting of Vacancies: All district employees which are covered by this agreement shall receive written notice of any job openings which would be covered by this Agreement. However, the District shall reserve the right to hire student workers, part-time workers and make use of volunteers as per past practice, and such personnel will not be used to displace employees covered by this Agreement, except that such displacement could occur through negotiations and/or attrition.

Section 5. Probationary Period:

Subd. 1: An employee under the provisions of this Agreement shall serve a probationary period of one calendar year of working days of continuous service after initial employment. During this time the District shall have the right to suspend without pay, discharge or otherwise discipline such employee. During this probationary period, the employee shall have no recourse to the grievance procedure insofar as suspension, discharge or other discipline is concerned.

However, a probationary employee shall have the right to bring a grievance on any other provisions of the contract alleged to have been violated.

Subd. 2: In addition to the initial probationary period in Subd. 1, any employee transferred to a different classification or promoted within their classification to a position of additional responsibility will serve a new probationary period of 65 working days. If the employee's performance in the new assignment is unsatisfactory, the school district shall have the right to reassign the employee to the former classification or position.

Section 6. Discipline Discharge: Working day is defined as all weekdays, not designated as holidays by state law:

Subd. 1. Cause: After the probationary period is completed, discipline or discharge shall be for just cause.

Subd. 2. Suspension: An employee may be suspended without pay for good and sufficient reason as determined by the Superintendent of Schools, subject to school board review.

Subd. 3. Notice: Suspension shall take effect upon the employee's receipt of written notification from the Superintendent of Schools to the employee, stating the grounds for the suspension together with a statement that the employee may make a written request within five (5) working days after receipt of such notification for a hearing to review the suspension. If no hearing is requested within such five (5) working day period, it shall be deemed acquiescence by the employee to the suspension.

Subd. 4. Hearing: If the employee requests a hearing within the five (5) working day period, the hearing shall take place within seven (7) working days after receipt of the request for a hearing. At the option of the school board, the hearing may be a committee or designated representative of the school board. The school board reserves the right to affirm, reduce, or reverse the suspension action. In the event the suspension is reversed or reduced, the employee shall be compensated appropriately for any salary or fringe benefits loss during the period of suspension not affirmed by the school board. The employee shall be notified of the date, time and place of the hearing and the school board shall issue its written decision within seven (7) working days after the conclusion of the hearing.

Subd. 5. Grievance: The decision of the school board shall be subject to the grievance procedure as provided in this agreement commencing at the arbitration level, provided written notification requesting arbitration is received by the superintendent within five (5) working days after receipt of the school board's decision to suspend. Personal delivery or certified mail shall suffice for notification.

Subd. 6. Severing Employment: Any employee severing employment shall be required to give two weeks' notice.

Disciplinary actions taken by the District may include any of the following based on the severity of the cause. These actions may be taken in any order and are not prerequisite of one another:

1. Oral Reprimand
2. Written Reprimand
3. Suspension
4. Discharge

In Subd. 3-5 change all instances of suspension to suspension/discharge and all instances of suspend to suspend/discharge.

Resignation May Be Presumed in Certain Cases. Any employee who is absent from duty for three (3) consecutive business days without notifying administration of the reason for the absence and the time when employee expects to return, or who fails to notify administration of their readiness to resume their duties within three (3) business days after expiration of a leave of absence, shall be considered to have resigned, and such resignation shall be treated as resignation without notice, unless it can be proven that the employee had sufficient and good cause for not reporting to duty.

ARTICLE VII SENIORITY

Section 1. Seniority Rights: The District recognizes that the purpose of seniority is to provide a declared policy as to the order of layoff and recall. Employees shall acquire seniority within a classification upon completion of the probationary period as defined in this Agreement. Upon acquiring seniority within a classification, the seniority date shall relate back to the first date of continuous service in the District. If still tied, the first criteria to determine seniority shall be by the date and order of the School Board motion and the action of the individual hires. If the Board does not approve personnel with individual motions, seniority will be determined by the date the application was received by the District.

Section 2. Seniority List: The District shall prepare a seniority list once annually, prior to November 15, and such list shall be provided to the President of the Exclusive Representative.

Section 3. Reductions in Hours and/or Layoffs: When it is determined layoffs or reductions in hours are necessary, layoffs or reduction of hours must be by job classification. At least a two week notice of layoff must be given in writing by the District, except notice must be given no later than June 30 for those employees who will not be hired back for the following school year. Employees with the least seniority within a classification shall be laid off first or have their hours reduced first. If any opening subsequently occurs within that classification or if hours are subsequently restored, the laid off employee with the most seniority within that classification shall be the first recalled, or the employee whose hours were reduced with the most seniority shall have any hours restored. The obligation to recall an employee who has been laid off shall expire at the end of eighteen months from the date of layoff. Employees who are on layoff shall furnish the District with a telephone number and address for the purposes of notification of openings. If the employee elects not to return to work when recalled, or fails to respond to a letter of recall within ten (10) days, that employee shall have no claim to be recalled to work

for the District. An exception to this shall be if the offered opening is for fewer hours and/or less pay than the original position in which case the employee shall remain on the recall list.

ARTICLE VIII RATES OF PAY/WORK CONDITIONS

Section 1. Rates of Pay:

Subd. 1. Schedule A: The wages and salaries reflected in Schedule A, attached hereto, shall be a part of the Agreement for the period commencing July 1, 2020 to June 30, 2022. During the duration of this Agreement advancement on any salary schedule shall be subject to the terms of this Agreement. In the event a successor Agreement is not entered into prior to the expiration of this Agreement, an employee shall be compensated according to the current rate until a successor Agreement is entered into.

Subd. 2. Pay Equity Adjustments: During the duration of this Agreement any state mandated pay equity increases shall be added to the amounts agreed to in Schedule A and shall automatically become a part of Schedule A. However, the District shall inform the Exclusive Representative whenever this situation occurs.

Section 2. Pay Dates: Employees shall be paid twice each month on the fifteenth (15th) and the last day of the month via Direct Deposit. If either day falls on a weekend or holiday, payment shall be made prior to the weekend or holiday. Beginning September 8, 2020, employees will only be paid over 18 pay periods. All remaining fiscal contract payroll payments will be made by June 30 each year.

Section 3. Vacations: All 12 month employees shall, on a prorated basis equal to their scheduled daily employment, accumulate one vacation day for every twenty days worked and will accrue vacation days if working during the summer months. All vacations must be taken prior to July 1, unless written approval is obtained from the District. All vacations must be scheduled with the District per District Policy. Employees shall be reimbursed at regular pay for all unused vacation days by June 30. All other employees who are not 12 month employees will be given five (5) vacation days.

Section 4. Holidays: All employees shall receive nine paid holidays per year on a pro rata basis equal to their scheduled daily employment. In no case shall holiday pay exceed 8 hours per day. These holidays are: Labor Day, Thanksgiving (2 days), Christmas Eve Day, Christmas Day, New Year's Day, Good Friday, Presidents Day, and Memorial Day. In addition, holidays for eleven and twelve month employees shall include Independence Day. The District reserves the right, if school is in session, to cancel any of the above holidays and establish another holiday in lieu thereof. Any legal holiday which falls within an employee's vacation period shall not be counted as a vacation day. The Fourth of July shall be an unpaid holiday for nine-month

employees. However, if any employee is required to work on the Fourth of July, they shall be paid overtime at the rate of two (2) times the basic compensation per hour.

Section 5. Longevity Pay: Employees who qualify and are covered by this agreement shall receive an additional amount of hourly pay more than the position rate (Schedule A) according to the following rate chart: these rates shall apply after the employee completes the full number of years of continuous service from the date of hire indicated on the rate chart.

YEARS OF SERVICE	2020-21	2021-22
Five (5)	\$1.00	\$1.00
Ten (10)	\$1.15	\$1.15
Fifteen (15)	\$1.30	\$1.30
Twenty (20)	\$1.45	\$1.45
Twenty-five (25)	\$1.60	\$1.60

No employee shall lose any longevity gained with the District prior to the adoption of this Agreement. Longevity pay shall be adjusted once annually on September 15th. This language does not pertain to any staff hired after November 9, 2020.

Section 6. Substitute Pay: When an employee substitutes in a position that provides for more pay, the employee shall be paid at the position rate that is higher after substituting for ten (10) days cumulatively.

Section 7. Work Day: The basic work day, exclusive of lunch, shall be prescribed by the District annually prior to the first Monday in August in conformance with current practices and job descriptions applying to such class of employees. The basic workday shall not exceed eight (8) hours and shall provide for paid break time or times, not to exceed two (2) and not to exceed thirty (30) minutes total, to be scheduled with the supervisor.

Subd. 1. Work Week: The basic work week shall be prescribed by the District annually prior to the first Monday in August in conformance with current practices and job descriptions applying to such class of employees. The basic workweek shall not exceed

forty (40) hours.

Subd. 2. Work Year: The basic work year shall be prescribed by the District annually prior to the first Monday in August in conformance with current practices and job descriptions applying to each class of employees.

Subd. 3. Part-Time Employees: The District reserves the right to employ such personnel as it deems desirable or necessary on a part-time or casual basis for time less than that of employees covered by this Agreement. Such personnel will not be used to displace employees covered by this Agreement, except that such displacement could occur through negotiations and/or attrition.

Subd. 4. Lunch Period: Employees shall be provided a duty free lunch period as described in the job descriptions and scheduled with their supervisors. Lunch breaks shall be unpaid time.

Subd. 5. Leaving Premises: If an employee leaves the premises for his/her lunch break or for personal errands, he/she must sign out in the office at the time he/she leaves and sign back in in the office at the time he/she returns.

Subd. 6. Bus Maintenance/Clean Up: Route bus drivers shall have an additional one half hour of compensation at the regular rate of pay added for each route completed.

Subd. 7 If an employee is working in another position for the District they must use unpaid time for their regular position. The transportation coordinator/employees shall perform other duties as assigned by the superintendent of schools.

Section 8. Overtime: Overtime pay of 1 and 1/2 times the basic compensation per hour shall be paid for all hours worked over forty (40) hours per week. Overtime must be approved in writing by the employee's supervisor or by the Superintendent. Employees shall keep a record of all time worked on the weekly individual record card.

Subd. 1 Compensation will be paid for drive time if over the regular work day when attending workshops, if the workshop is required by the District and pre-approved by the District. Field trips that require a one-on-one para to attend and are pre-approved by the District will also receive compensation for the extra time over the regular work day.

Section 9. Bus Drivers: Drivers shall be assigned regular routes. For purposes of longevity pay, a run on a regular route shall be measured at two and a half hours.

Subd. 1. Bus Driver Trips: Extracurricular trip assignments shall be set up by the superintendent of schools or his/her designee and shall be assigned on a rotational basis using all route drivers first. The driver assigned shall notify the Superintendent or

his/her designee three (3) days prior to the assigned extracurricular trip if he/she is unable to drive. On the occasion there are not bus drivers to fill routes, other staff may be assigned the extracurricular trip.

The list of extracurricular trips shall be provided by the district. No driving assignment will occur over time unless approved by administration. Any additional extracurricular trips not on the list shall first be offered to the regular drivers. Should no drivers opt to drive any extracurricular trip, the Superintendent or his/her designee may assign the extracurricular trip to a licensed school bus driver from the community or utilize a school bus licensed volunteer who might be available to drive for the district at no cost, or assign charter bus service.

Subd. 2. Overnight Bus Driver Trips: Overnight trips shall be compensated at the same rate as an extracurricular run for driving time (2.5 hour minimum) and sit/waiting time shall be paid at the regular route pay rate per hour, minus eight hours sleeping time. Reasonable room and meal expenses shall be reimbursed upon documentation by receipts provided to the District.

Subd. 3. Payment for Group Trips: Compensation to the bus driver for any group trips shall be collected by and paid through the District at a rate specified in Article VIII, Section 9, subd. 1 and 2. When submitting hours for any group trips and prior to receiving compensation, the driver(s) would have the option to submit, in writing, the amount, if any, of compensation earned from the group trip they may be willing to donate back to that particular group.

Subd. 4. Van Driver: The administration can appoint any staff personnel to drive a school vehicle if it does not require special endorsement, such as any school vehicle driving (i.e. van) or non-driving duties (i.e. year-end bus cleaning).

Section 10. Clothing Provision: At its discretion (or as required by Minnesota Statute), the District may provide shirts and coveralls for custodians and mechanics; smocks for cooks. The articles of clothing shall be selected by the district for use by the affected employees; however, the Superintendent shall meet and confer with affected employees in the clothing selection process.

Section 11. Savings Option. Each employee shall have the option, through payroll deduction, to belong to a payroll savings plan of his/her choosing, provided that the District shall not have plans with more than three institutions in effect at any given time. Choices shall be determined on September 1 and January 2 of each year. Deposits shall be mailed within five working days of a payroll deduction.

Section 12. Annuities Option: Each employee shall have the option, through payroll deduction, to belong to a tax shelter annuity of his/her choosing, provided that the District shall not have to have plans with more than five institutions at any given time. Choices shall be determined on September 1 and January 2 of each year.

Section 13. School Calendar/School Closing: In the event that school is closed for any reason and the employees are not required to perform services on that day or another day in lieu of, the employee's compensation shall be reduced according to the following:

Subd. 1. Adjustments in the School Calendar. If school is not held for non-emergency reasons on a day that is scheduled as a student contact day or work day on the adopted school calendar employees shall complete the regular work hours doing the assigned tasks as prescribed by their immediate supervisor(s).

Subd. 2. In the event of an emergency school closing on a day that is a scheduled student contact or work day on the adopted school calendar and the employees are not required to perform services on that day or another day in lieu of, the employee's compensation shall be reduced according to the following:

1. If school is canceled prior to the start of the workday, then no compensation shall be paid.
2. If school is cancelled after the workday has begun, but less than four (4) hours into that employee's work day, employees will be compensated a minimum of two (2) hours or at the regular hourly rate for the time worked, whichever is more.
3. If school is cancelled after the workday has begun more than four (4) hours into that employee's workday, employees will be compensated for one (1) day's pay.
4. For bus drivers, the following shall apply: if a driver reports to work and school is canceled prior to leaving on the morning run, or if school is canceled at some point during the morning run, drivers will be compensated at regular route pay for 2.5 hours. If a driver reports to work and school start is delayed, drivers who remain on site will be paid for hours that school was delayed. Drivers will be additionally paid for the route when it begins, if delayed or rescheduled, at full 2.5 hours. If an extracurricular trip is canceled, the driver is paid a minimum 2.5 hours route pay if not notified at least 1 hour before prep time (.25 hours before leave time).

ARTICLE IX

INSURANCE PROTECTION

Section 1. Selection of Carrier: The selection of the Insurance Carrier and policy shall be made by the District as provided by law.

Section 2. Health and Hospitalization Insurance - Single Coverage: Employees electing to

enroll in a District-sponsored health insurance plan shall elect a health insurance plan from the following three choices: Plan 635 (\$500 deductible), Plan 645 (\$4250 deductible), or Plan 624 (\$7050 deductible). For the 2022-2023 contract year, the District shall pay 100% of the single premium for either Plan 645 or Plan 624 for all employees. If an employee elects Plan 635, the District will contribute the equivalent cost of Plan 645 to Plan 635, and the employee will be responsible for the additional premium cost. For the 2023-2024 contract year, the District shall pay 100% of the single premium for either Plan 645 or Plan 624 for all employees. If an employee elects Plan 635, the District will contribute the equivalent cost of Plan 645 to Plan 635, and the employee will be responsible for the additional premium cost. If the premium costs, for any of the three plans options, exceed a 5% increase for the 2023-2024 contract year, the District will pay the premium, including the increase up to 5%, and the employees will pay the remaining premium cost. Health insurance will be paid by the District September-August. If a person's premium is less than the contractual prorated contribution amount the District will only pay the cost of the single premium amount in full per employee's choice.

Section 3. Claims Against the District: It is understood that the District's only obligation is to purchase an insurance policy and pay such amounts as agreed to herein and no claim shall be made against the District as a result of denial of insurance benefits by an insurance carrier.

Section 4. Duration of Insurance Contribution: An employee is eligible for District contribution as provided in this Article as long as the employee is employed by the District. Upon termination of employment, all District contribution shall cease.

Section 5. Eligibility: Eligibility is subject to any limitations contained in the contract between the Insurance Carrier and the District. It is understood that the District's only obligation is to purchase an insurance policy and pay such amounts as agreed to herein and no claim shall be made against the District as a result of a denial of insurance benefits by an insurance carrier.

Section 6. Flexible Benefits: The District will continue to offer a (125) flexible benefit plan similar to the current plan as long as said program is financially beneficial (i.e., a break-even consideration) to the District based on administrative judgment.

Section 7. Long Term Disability Insurance: All employees shall have the option of obtaining Long Term Disability insurance at their own expense.

Section 8. Worker's Compensation: The District shall provide Worker's Compensation Insurance as required by law with the following provisions:

Subd. 1. Upon the request of an employee who is absent from work as a result of a compensable injury incurred in the service of the District, under the provisions of the Worker's Compensation Act, the District will pay the difference between the

compensation received pursuant to the Worker's Compensation Act by the employee and the employee's regular rate of pay to the extent of the employee's earned accrual of sick leave and/or vacation pay.

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

Subd. 3. A deduction shall be made from the employee's accumulated vacation or sick leave accrual time according to the pro rata portions of days of sick leave or vacation time which is used to supplement Worker's Compensation.

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

Section 9. Life Insurance The District provides \$10,000 for each employee that works 20 hours or more per week.

ARTICLE X
403(b) MATCHING PROGRAM

Section 1. Participation

All employees, as defined in Article III, Section 2 of this contract, shall be eligible to participate in the 403(b) matching program. The Laporte School District shall make matching contributions to such program, the maximum amount as set forth in Subd. 1, below.

Subd. 1. 403B Matching Program: Eligible and participating employees must elect to participate in the 403(b) matching program pursuant to the plan requirements at the beginning of the plan year. The District contribution to employees participating in the 403(b) matching program shall be as follows:

Current Year of Service	2022-2023	2023-2024
	Matching Contribution	Matching Contribution
1-5	\$275	\$275
6-10	\$375	\$375

11-15	\$475	\$475
16+	\$575	\$575

For all 12-month employees, regardless of years of service, the district will make an additional matching contribution of \$450.00 per year.

Maximum career matching contribution for an individual will be \$30,000.

a. The District will make the foregoing matching contribution to only those bargaining unit members choosing to participate in an approved 403(b) account offered by the District as outlined above. The District's matching contribution will be dollar-for-dollar as required under Minnesota Statutes up to the annual maximum match set forth above. The annual limit on the amount individual employees may contribute to his/her 403(b) account shall be governed by the applicable section of the Internal Revenue Code and the regulations promulgated hereunder.

Subd. 2. Approved Plans: The District will make matching contributions only to those plans agreed upon by the local bargaining unit and the Laporte Board of Education. The Exclusive Representative of the Laporte Federation of Educational Support Professionals shall designate four of the vendors to which matching contributions will be made. The only plans to be used must be agreed upon by the negotiations team and administration.

Subd. 3. Election: Eligible and participating employees must make application for participation in the 403(b) annuity matching program by September 1 or January 1 for that school year. Once an eligible bargaining unit member elects to participate in the 403(b) annuity matching program, said election is in-evocable for that school year and will continue each subsequent year unless modified by the employee, who must notify the District and annuity carrier.

Subd. 4. Applicable Laws: The 403(b) matching program of Independent School District NO. 306 and/or the District is subject to the Laws of the State of Minnesota, Minnesota Statutes and the Internal Revenue Code.

ARTICLE XI LEAVES OF ABSENCE

This agreement shall be subject to and conform to requirements as established by the Federal Family and Medical Leave Act of 1993.

Section 1. Sick Leave:

Subd. 1. All employees shall accumulate one sick leave day for every twenty days worked and will accrue sick days if working during the summer months. (For sick leave purposes, a day shall be defined as the number of hours each day regularly scheduled for an employee.)

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

Subd. 3. Sick leave with pay shall be allowed whenever an employee's absence is found to have been due to the employee's illness and/or disability which prevented attendance at school and performances of duties on that day or days. Pursuant to Minnesota Statutes §181.9413, an employee who performs services for at least twelve (12) consecutive months preceding the request, and for an average number of hours per week equal to one half the full-time equivalent position in the employee's job classification as defined by the District's personnel policies or practices or pursuant to the provisions of this collective bargaining agreement during those twelve (12) months, may use sick leave for absences due to an illness of the employee's actual or adoptive child or significant illness of spouse or parent for such reasonable periods as the employee's attendance may be necessary on the same terms the employee is able to use sick leave benefits for the employee's own absence.

Subd. 4. The District may require an employee to furnish a medical certificate from a qualified physician as evidence of illness, indicating such absence was due to illness, in order to qualify for sick leave pay. However, the final determination as to the eligibility of an employee for sick leave is reserved to the District. In the event that a medical certificate will be required, the employee will be so advised.

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

Subd. 6. Sick leave pay shall be approved only upon submission of a signed request upon the authorized sick leave pay request form available at the office.

Subd. 7. Sick leave may be utilized during a period of physical disability resulting from a condition of pregnancy. The employee shall provide the District with a physician's statement certifying the dates of disability. An unpaid leave for childcare purposes may be granted at the discretion of the District.

Subd. 8. Wellness Pay. At the end of each contract year qualified employees shall be eligible for reimbursement for unused sick leave, subject to the following provisions:

- 1) Days for which an employee is reimbursed shall be deducted from the employee's, accumulated sick leave.
- 2) Employees must have previously accumulated at least fifteen (15) days under subd. 1 and 2. Days to be sold cannot accumulate to be carried over to the next year.
- 3) Employees shall be reimbursed at the base rate of pay as per schedule A for the appropriate

job classification.

4) Nine month employees may sell up to 9 days of accumulated sick leave per year. Ten month employees may sell up to 10 days of accumulated sick leave per year. Twelve month employees may sell up to 12 days of accumulated sick leave per year. Days may be sold on June 30. Days sold may not exceed an amount that under any circumstances would reduce the total accumulated sick days to less than fifteen (15) days.

5) Employees upon retirement with 10 calendar years or more of service to the District shall receive as severance pay 20% of their accumulated sick leave into a 403B account. Severance pay shall be deposited by the School District to an employee's 403B retirement account, and shall not be granted to anyone who is discharged by the School District.

Subd. 9. Bereavement Leave: In the event of the death of one of the following: spouse, child, grandchild, parent, spouse's parent, grandparents, brother or sister, significant other. An employee shall be granted up to five (5) days bereavement leave. An employee shall be granted up to three (3) days bereavement leave for extended family, which can be: spouse's grandparent, spouse's siblings and their spouses, aunt, uncle of employee or their spouses. Such leave shall be deducted from sick leave. In the event the employee has not yet earned the required number of sick days, bereavement leave shall be granted without pay.

Section 2. Personal Leave:

Subd. 1. An employee covered by this Agreement may be granted a leave by the administration subject to approval of the School Board no more than three (3) days per year, non-accumulative. The days to be deducted from sick leave are for situations that arise, requiring personal attention which is not covered under other provisions of this contract. Deaths, funerals, court appearances, estate settlements, etc., are examples for the above leave.

Section 3. Jury Duty Leave: If an employee is required for jury duty, the employee shall be compensated at his/her normal rate by the District. Any compensation the employee receives from the court for serving on jury duty shall be reimbursed to the school district, except for mileage unless the jury duty was served during a time of year the employee would not receive compensation from the school district.

Section 4. Military Leave: Military leave shall be granted pursuant to applicable law.

Section 5. Medical Leave: An employee who is unable to work because of illness or injury, and who has exhausted all sick leave benefits, shall upon request be granted a leave of absence without pay for up to six months beginning with the last day sick leave is granted. Request for such leave will be accompanied by a medical doctor's statement recommending such leave. The District, in its discretion, may renew leaves under this section. Renewal requests shall also be accompanied by a medical doctor's statement recommending leave renewal, and shall be submitted no later than thirty days prior to the expiration of the previous granted leave. Leaves under this section shall be without pay or benefits. An employee on unpaid leave is eligible to participate in the district's group insurance plan subject to the insurance policy provisions. The employee shall pay the entire premium for such insurance commencing with the

beginning of the unpaid leave and shall remit to the district a prorated premium in advance. An employee who returns from medical leave shall retain experience credit for salary purposes and other leave benefits which accrued prior to the employee taking a medical leave. No credit or benefits shall accrue to the employee during the time the employee was on leave.

Section 6. Child Care Leave:

Subd. 1. Subject to the provisions of this section, child care leave will be granted to any employee who is a parent.

Subd. 2. An employee making application for child care leave shall inform the superintendent in writing of the intention to take the leave at least sixty (60) calendar days before commencement of the intended leave or in the case of an unusual circumstance, as mutually agreed with the superintendent.

Subd. 3. If the reason for the child care leave is occasioned by pregnancy, an employee may utilize sick leave pursuant to the sick leave provisions of this Agreement during the period of physical disability. However, an employee shall not be eligible for sick leave during the period of time covered by the child care leave when the employee is not disabled due to the pregnancy or the child birth. A pregnant employee will also provide at the time of the leave application, a statement from her physician indicating the expected date of delivery and anticipated date of return.

Subd. 4. The District may mutually adjust the proposed beginning or ending date of the child care leave so that the dates of the leave coincide with some natural break in the school year; i.e., winter vacation, spring vacation, semester break or quarter break, end of the grading period, end of the school year, or the like.

Subd. 5. In making a determination concerning the commencement or the duration of the child care leave, the District shall not in any event be required to grant any leave more than twelve (12) months in duration.

Subd. 6. An employee returned from child care leave shall be reemployed in the position (or a similar position) that she/he left unless that position has been changed and then the employee will be employed in a position that he/she is qualified for with the understanding that the employee has not been previously discharged or laid off.

Subd. 7. Failure of the employee to return to work on the date agreed on shall constitute grounds for termination unless the District and the employee mutually agree to the extension of the leave.

Subd. 8. An employee who returns from a child care leave within the provisions of this section shall retain all previous experience credit for pay purposes and any unused leave

time accumulated under the provisions of this Agreement at the commencement of the leave. The employee shall not accrue additional experience credit for pay purposes or leave time during the period of the unpaid child care leave.

Subd. 9. An employee on child care leave is eligible to participate in the group insurance programs permitted under the insurance policy provisions. The District shall pay the premium for such programs while the employee is on sick leave due to pregnancy or childbirth. The employee shall pay the premium for such insurance programs while the employee is on the unpaid childcare leave.

Subd. 10. Leave under this Section shall be without pay or fringe benefits except as provided in Subd. 3.

Section 7. Accrued benefits:

Subd. 1. An employee on unpaid leave under the provisions of this Article shall retain such amounts of experience credit for pay purposes and other accrued benefits, if any, which he/she had accrued at the time he/she went on leave for use upon his/her return. No additional experience credit for pay purposes or other benefits shall accrue for the period of time an employee is on unpaid leave.

Subd. 2. Any accrual of experience, sick leave days, or other credit for pay purposes earned by employees for work with the District prior to the effective date of this Agreement shall be retained.

Section 8. 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 District the monthly premium in advance.

Section 9. Additional Leaves: Requested leaves of absence not covered under Sections 1 through 8 may be granted without pay by the superintendent for emergency purposes only. The decision of the superintendent may be appealed to the school board or to a committee of the board set up by the board to review such cases. That decision shall be final and binding and not subject to the grievance procedure.

ARTICLE XII GRIEVANCE PROCEDURE

Section 1. Grievance Definition: A grievance means a dispute or disagreement as to the interpretation or application of any term or terms of this Master Agreement.

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

Section 3. Definitions and Interpretations:

Subd. 1. Extension: Time limits specified in this agreement may be extended by mutual written agreement.

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

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

Section 4. Time Limitation and Waiver: A grievance shall not be valid for consideration unless the grievance is submitted in writing to the principal of the designated school, setting forth the facts and the specific provision 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 occurred. Failure to file any grievance within such period shall be deemed a waiver thereof. Failure to appeal a grievance from one level to another within the time periods hereafter provided shall constitute a waiver of the grievance. An effort shall first be made to adjust an alleged grievance informally between the employee and the immediate supervisor.

Section 5. Adjustment of Grievance: The school board and the employee shall attempt to adjust all grievances which may arise during the course of employment of any employee within the District in the following manner:

Subd. I. Level I: If the grievance is not resolved through informal discussions, the principal shall give written decision on the grievance 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 of schools, provided such appeal is made in writing within five (5) days after receipt of the decisions of Level 1. If a grievance is properly appealed to the superintendent, the superintendent or his designee shall issue a decision in writing within ten (10) days.

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 an appeal is made in writing within five (5) 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 its decision in writing to the parties involved. At the option of the school board, a committee or 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 and Level II of this procedure, provided the school board or its representative notify the parties involved 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 school board or its representative(s) 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 school board are unable to resolve any grievance, the grievance may be submitted to arbitration as defined herein:

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 appoint an arbitrator, pursuant to PELRA provided that such request is made within

thirty (30) days after the receipt of said request. Failure to agree upon an arbitrator or the failure to request an arbitrator from the Bureau of Mediation Services within the time periods provided herein shall constitute a waiver of the grievance.

Subd. 4. Submission of Grievance Information: Upon appointment of the arbitrator, the appealing party shall within five (5) days after notice of appointment forward to the arbitrator, with a copy to the school board, the submission of the grievance which shall include the following:

- 1) issues involved,
- 1) statement of the facts,
- 2) position of the grievant,
- 3) and the written documents relating to Sections 4 and 5, Article XI of the grievance procedure. The school board may make a similar submission of information, with a copy to the other party, relating to the grievance either before or at the time of the hearing.

Subd. 5. 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 a right to a hearing at which time both parties will have the opportunity to submit evidence, offer testimony and make oral or written arguments before the arbitrator and it shall be a hearing de novo.

Subd. 6. Decision: The decision by the arbitrator shall be rendered within thirty (30) days after the close of the hearing. Decision by the arbitrator in cases properly before him/her shall be final and binding upon the parties, subject, however, to the limitations of arbitration decisions as provided by the PELRA.

Subd. 7. Expenses: Each party shall bear its own expenses in connection with arbitration including expenses relating to the party's representatives, witnesses, and any other expenses which the party incurs in connection with presenting its case in arbitration. A transcript or recording shall be made of the hearing at the request of either party. The parties shall share equally fees and expenses of the arbitrator, the cost of the transcript or recording if requested by either or both parties, and any other expenses which the parties mutually agree are necessary for the conduct of the arbitration.

Subd. 8. Jurisdiction: The arbitrator shall have jurisdiction over disputes or disagreements relating to grievances properly before the arbitrator pursuant to the terms of this procedure except management rights delineated in Article IV, Section 1. 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 procedures as outlined herein, nor shall the jurisdiction of the arbitrator extend to matters of inherent managerial policy, which shall include but are not limited to such areas of discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, subcontracting, the organizational structure and selection and direction and number of personnel. In considering any issue in dispute, in his order, the arbitrator shall give full consideration to the statutory right and obligations of the public school board to efficiently manage and conduct its operation within the legal limitation surrounding the financing of such operations.

Subd. 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 provided in this Agreement or to enforce the award of an arbitrator.

ARTICLE XIII PUBLIC OBLIGATION

The parties mutually recognize that their first obligation is to the public and that the right of students and residents of the school district to the continuous and uninterrupted operation of the school is of paramount importance. The Exclusive Representative agrees, therefore, that during the term of this contract, neither the Exclusive Representative nor any individual employee shall engage in any strike. For purposes of this section, the term strike shall mean concerted action in failing to report for duty, the willful absence from one's position, sympathy strike, the stoppage of work, work slowdown, or the abstinence in whole or in part from the full, faithful and proper performance of the duties of employment for the purposes of inducing, influencing or coercing a change in the conditions or compensation or the rights, privileges, or obligations of employment. The parties agree that this Article shall not be subject to the grievance or arbitration procedure but is enforceable in the courts.

ARTICLE XIV DURATION

Section 1. Terms and Reopening Negotiations: This Agreement shall remain in full force and effect for a period commencing on its date of execution, through June 30, 2022, 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 no later than 60 days prior to said expiration. Unless otherwise mutually agreed, the parties shall not commence negotiations more than 60 days prior to the expiration of this Agreement.

Section 2. Effect: This Agreement constitutes the full and complete Agreement between the District and the Exclusive Representative representing the employees under this Agreement. The provisions herein relating to terms and conditions of employment supersede any and all prior agreements, resolution, practices, District policies, rules or regulations concerning terms and conditions of employment inconsistent with these provisions.

Nothing in the Agreement shall be construed to obligate the District to continue or discontinue existing or past practices, or prohibit the District from exercising all management rights and prerogatives, except insofar as this exercise would be in express violation of any term or terms of this Agreement or of PELRA.

Section 3. Finality: Any matters relating to the terms and conditions of employment, whether or not referred to in this Agreement, shall not be open for negotiation during the term of this Agreement, except by mutual consent.

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

Dated: 1D

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

For Local 4810

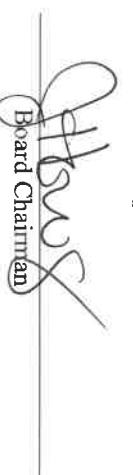
President 

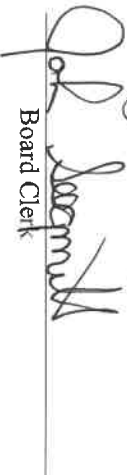
Secretary 

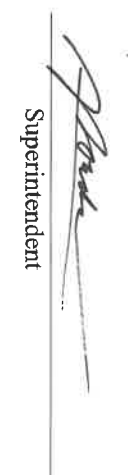
Negotiator 

Date 10/11/22

For Independent School Dist. No. 306

Board Chairman 

Board Clerk 

Superintendent 

Date 10/10/22

SCHEDULE A, JULY 1, 2022--JUNE 30, 2024

2022-2023

2023-2024

Paraprofessionals

\$17.61 per hour

\$18.14 per hour

Bus Drivers

Regular Route Straight Pay

\$21.00 per hour

\$22.00 per hour

A route is considered one trip out and back and maintenance/clean up and travel duties assigned by administration/transportation supervisor up to 2.5 hours per route. Pay will be based on hours worked.

Extracurricular Runs Straight Pay

\$21.00 per hour

\$22.00 per hour

Van Drivers

\$18.85 per hour

\$19.42 per hour

Drivers are responsible to log their mileage **for drive time and sit time, including start time and end time.**

Cooks

Head Cook

\$18.75 per hour

\$19.31 per hour

Assistant Cook

\$17.61 per hour

\$18.14 per hour

Server

\$15.26 per hour

\$15.72 per hour

Custodians

\$17.61 per hour

\$18.14 per hour

Secretary

\$19.69 per hour

\$20.28 per hour

Minimum one hour call out for sub calling, actual time logged

Secretary MARRSS

\$20.57 per hour

\$21.19 per hour

Note: Any employee called in on an emergency basis shall receive a minimum of two (2) hours of pay.