

# **Master Agreement**

**Between**

**Caledonia District #299**

**And**

**Education Minnesota Caledonia  
Educational Support  
Professionals Local #7345**

**July 1, 2020– June 30, 2022**

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**Caledonia District #299  
And  
Education Minnesota Caledonia Educational Support Professionals Local #7345  
Master Agreement**

**July 1, 2020 – June 30, 2022**

**ARTICLE I  
PURPOSE**

**Section 1. Parties:**

This Agreement is entered into between Independent School District No. 299, Caledonia, Minnesota, hereinafter referred to as the District or the School District, and the Education Minnesota Caledonia Educational Support Professionals hereinafter referred to as the exclusive representative, pursuant to and in compliance with the Public Employment Labor Relations Act of 1971 as amended, hereinafter referred to as PELRA, to provide the terms and conditions of employment for all non-certified employees employed by ISD #299, Caledonia, Minnesota, who are public employees within the meaning of Minn. Stat. 179A, Subd. 14, excluding supervisory and confidential employees.

**ARTICLE II  
RECOGNITION OF EXCLUSIVE REPRESENTATIVE**

**Section 1. Recognition:**

In accordance with PELRA, the School District recognizes Education Minnesota Caledonia Educational Support Professionals as the exclusive representative for all non-certified employees employed by ISD #299, Caledonia, Minnesota, who are public employees within the meaning of Minn. Stat. 179A, Subd. 14, excluding supervisory and confidential employees, employed by the School District, which exclusive representative shall have those rights and duties as prescribed by PELRA and as described in the provisions of this Agreement.

**Section 2. Appropriate Unit:**

The exclusive representative shall represent all such employees of the District contained in the appropriate unit as defined in ARTICLE III, Section 2. of this Agreement and PELRA and in certification by the Commissioner of the Minnesota Bureau of Mediation Services, BMS Case No. 08PCE1059 (All non-certified employees employed by ISD #299, Caledonia, Minnesota, who are public employees within the meaning of Minn. Stat. 179A, Subd. 14, excluding supervisory and confidential employees.)

**Section 3. Union Stewards:**

The union may designate one bargaining unit employee from each work site to act as the Steward and shall inform the employer in writing of such choice. The two Stewards shall be afforded up to one (1) hour per week to be divided between them to perform and discharge the duties which are properly assigned under the terms of this agreement. The Stewards shall not be permitted time beyond the aforementioned total of one (1) hour per week during regular working hours to process grievances and transmit messages.

**Section 4. Access to Worksites:**

Representatives of the Union shall have reasonable access to worksites and school facilities to investigate employee complaints, communicate with members, hold meetings, and conduct other business. Upon arrival at the worksite, Union representatives shall make their presence known to the worksite supervisor or his/her designee. Such visits shall not interrupt normal work responsibilities.

**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 District payment of, or contributions to, premiums for group insurance of retired employees or severance pay, and the District's personnel policies affecting the working conditions of the employees. "Terms and conditions of employment" is subject to the provisions of PELRA.

**Section 2. Description of Appropriate Unit:**

For purposes of this Agreement the term, All non-certified employees employed by ISD #299, Caledonia, Minnesota, who are public employees within the meaning of Minn. Stat. 179A, Subd. 14, excluding supervisory and confidential employees, 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 (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 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, and emergency employees. Positions excluded from this agreement include: Superintendent and Principal's administrative assistants, Business Manager, IT Network Administrator, Food Service Director, and Maintenance Director.

**Section 3. School District or District:**

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

**Subd. 1.** In all matters related to work duties, the employee's supervisor shall be the teacher or administrator to whom they report.

**Subd. 2.** In all matters related to contractual terms and conditions, the principal or superintendent shall be the supervisor.

**Section 4. Other Terms:**

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

**ARTICLE IV  
SCHOOL DISTRICT RIGHTS**

**Section 1. Inherent Managerial Rights:**

The exclusive representative recognizes that the School District is not required to meet and negotiate regarding 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 District, its overall budget, utilization of technology, the organizational structure, and selection, direction, and number of personnel.

**Section 2. Management 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 Laws, Rules, and Regulations:**

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 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 exclusive representative further recognizes that the District, all employees covered by this Agreement, and all provisions of this Agreement are subject to the laws of the State of Minnesota, Federal laws, rules and regulations of the State Board of Education, and rules, regulations and orders of state and federal governmental agencies. Any provisions 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 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 functions not expressly delegated in this Agreement are reserved to the School District.

**Section 5. Meet and Confer Sessions:**

Three individual meet and confer sessions per school year may be requested by either the district administration or the exclusive representative. Each party shall choose its four representatives for such meetings; the purpose of such meetings shall include discussions of contract administration, questions of procedure or policy, and other mutual concerns of the workplace. By mutual agreement additional meet and confer sessions may be scheduled.

**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 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. 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 such employees.



**Section 3. Request for Dues Check Off:**

Any member of the bargaining unit may authorize the District to deduct from his/her pay the amount of dues charged by the union. This authorization must be in writing and forwarded to the Payroll Office not less than two (2) weeks before the payday when it is to become effective. The District agrees to implement all the terms of dues-check off authorizations submitted to the District by the Union and agreed to by the Employee.

The Employer shall adhere to the specific provisions in each dues check-off authorization regarding the duration, renewal, procedure for revocation, amount of dues deducted, and all other provisions agreed to by the employee as stated in the authorization.

When a bargaining unit member has so authorized a dues deduction, such authorization cannot be canceled except during the month of September each year. Cancellation must be in writing and forwarded to the Payroll Office and the Union president before October 1st. The Union president will notify the Payroll Office of any membership cancellations by October 1<sup>st</sup>.

**Section 4. Employee Evaluations:**

**Subd. 1.** Employee evaluations will align with the job description for the category assigned. The District will develop an assessment/evaluation process to be completed by the employee's immediate supervisor. The supervisor will meet at least once each year with the employee for the purpose of giving the employee feedback and/or suggestions for work improvement.

**Subd. 2.** Job Descriptions shall be reviewed every two years by a labor-management committee.

**Section 5. Personnel Files:**

**Subd. 1:** Members of the bargaining unit shall be notified whenever any statement which is critical of them is made a matter of record and placed in their personnel file. No derogatory information shall be placed in a member's file without that person's knowledge.

**Subd. 2:** If a member wishes to review this District personnel file, request shall be made to the District Office, which will within 48 hours schedule the review by the employee. The member shall have the right to reproduce any contents of the file at the member's expense and to submit for inclusion in the file written information in response to any material contained therein. The school district may destroy such files as provided by law.

**ARTICLE VI**  
**Rates of Pay and Severance**

**Section 1. Annual and Monthly Salary:**

An annual salary shall be determined for all employees regularly employed by the School Board by multiplying the total annual hours of employment times the hourly rate of pay for each employee. The monthly salary payment shall be determined by dividing the annual salary by the number of months employed. Salary increments, as negotiated and controlled by this agreement, shall become effective at the beginning of each contract between the bargaining unit and the district.

**Subd. 1. Rates of Pay:**

The wages and salaries reflected in Schedule A, attached hereto, shall be a part of the Agreement for the period commencing September 2020 to August 2022. All hours worked in excess of forty (40) hours per week shall be compensated at one and one-half times the established hourly rate. The district reserves the right to establish work hours for each position, and all hours worked beyond those established by the District must be approved by the employee's supervisor and the building principal.

**Subd 2. Longevity:**

Longevity shall be paid to all members of the bargaining unit and shall be paid as per the member's most recent date of hire in a position in the bargaining unit. Longevity will be added to the employee's base pay beginning on the first pay period of the school year. Employees whose original hire date was after September 30<sup>th</sup> but prior to March 1<sup>st</sup>, shall have longevity added on the first pay period in March.

Members shall be paid \$0.20 (twenty cents) per hour for years 16<sup>th</sup> (sixteen) through the 22<sup>nd</sup> (twenty-second) year. At 23 (twenty-three) years and thereafter, the member shall be paid \$0.40 (forty cents) per hour longevity.

**Subd 3. Status of Salary Schedule:**

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 fully ratified.

**Subd 4. Method of Payment:**

**Section 1.** Employees working less than twelve (12) months must elect to have salary payments spread over either ten or twelve equal monthly payments. The first payment of the month shall be in the form of an advance drawn upon the monthly salary not greater than \$400 and paid on the 10<sup>th</sup> day of each month for which payment is due. The second payment shall be for the remaining balance of monthly earnings plus or minus salary adjustments as herein provided and shall be made on the 25<sup>th</sup> day of each month.

**Section 2.** In the event the District changes an employee's normal work week schedule, the District will notify the employee at least two (2) weeks prior to any such change at a meeting with a union representative and the employee. A shorter notice may be given if mutually agreed upon.

**Section 2. Withholding Salary Advancement:**

An individual employee's salary advancement is subject to the right of the School District to withhold salary increases for good and sufficient grounds. An action withholding a salary increase shall be subject to the grievance procedure.

**Section 3. Employees Who Substitute for other members of the Bargaining Unit:**

**Subd. 1.** A currently employed member of the bargaining unit who substitutes for another member of the Bargaining Unit will be paid at the substitute rate of pay plus \$1.00 (one dollar) per hour. Substitution for another member of the bargaining unit shall not change the regular daily hours or the employee's regular rate of pay for those hours. The substitute rate of pay shall only apply to the hours worked in addition to the employee's regular daily hours which shall be paid at the employee's regular rate of pay.

**Subd. 2.** No bargaining unit employee shall be required or assigned to substitute or perform normal supervisory tasks or duties unless the Superintendent approves such work. The manager must initiate the request and get the Superintendent's approval in writing. The bargaining unit employee shall be paid time-and-a-half for any hours of such work.

**Subd. 3.** In the event a teacher is absent, and no licensed substitute is available to cover a supervisory period, the parties agree the District may assign a para to cover a supervisory period in this circumstance. The para shall be paid according to the Master Agreement, Article VI. Section 3 for the time worked as a supervisor of students. The para will be supervising students and will not be providing instruction.

**Section 4. Long-Term Substitutes:**

**Subd. 1.** Any position that is vacated shall be posted within one week.

**Subd. 2.** Any person employed in a bargaining unit position and working in the same position for more than twenty (20) consecutive work days will become part of this bargaining unit either 21<sup>st</sup> work day, unless the employee is replacing an employee who will return to the position in forty-five (45) work days or less.

### **Section 5. Employees Assigned to More Than One Work Site**

In the event an employee is assigned to more than one work site during a normal duty day, travel time between the sites shall be within the employee's work time. In the event the employee uses his/her own vehicle to travel between the sites, mileage shall be reimbursed at the IRS rate.

### **Section 6. Facilities Technicians/Specialists Pay Differential:**

**Subd. 1.** Each site may have one facilities specialist designated as the lead facilities specialist. The position shall be posted according to the contract and the District reserves the right to assign this work to such employees as it deems desirable or necessary.

**Subd. 2.** The work duties of the lead facilities specialist shall be part of the job description and shall include monitoring site work needs. These duties shall be part of the regular work hours and shift. The Superintendent or designee shall be the supervisor for this work.

**Subd. 3.** Each lead facilities specialist shall be paid an annual pay differential of \$3,500.00. This compensation shall be added to their regular monthly check.

**Subd. 4.** Night shift pay differential of \$0.25 per hour shall be paid for any work shift starting after 2:30 p.m.

### **Section 7. Event Supervision:**

In the event that a para professional supervises an event after the regular work day such as, but not limited to, concerts, the para professional will submit a voucher and be paid at the same rate as negotiated in the Caledonia Chapter of the River Valley Education Association for such work. Any such work must be approved prior to the event by the paraprofessional's principal or the Superintendent.

### **Section 8. Attendance at IEP Meetings:**

**Subd. 1.** A paraprofessional who is identified on an IEP may attend IEP meetings at the discretion of the supervising teacher at the hourly rate of pay or comp time as long as the IEP meeting is outside their normal workday. Comp time may only be used if no substitute is required.

**Subd. 2.** The supervising teacher may ask a paraprofessional to attend an IEP in other instances. The principal or superintendent must approve the attendance and time in writing prior to the IEP meeting.

### **Section 9. Severance:**

Payment at the rate of \$2.00 an hour times the total number of accumulated sick hours shall be paid in one lump sum payment at the time of separation for any employee who works 30 hours a week or more. Employees who work fewer than 30 hours a week shall be paid at the rate of \$1.88 an hour times the total number of accumulated sick hours. The District shall make a one-time payment to the employee's Minnesota State Retirement System Post Retirement Health Care Savings Account (MSRS PRHCSP). Such payment shall occur within thirty (30) days of the employee's final day of employment with the District.

**Subd. 1.** Any severance \$500.00 or more shall be placed in the MSRS PRHCSP. Any severance less than \$500.00 shall be paid in one lump sum to the employee. Such payment shall occur within thirty (30) days of the employee's final day of employment with the District.

**Section 10. 403b Plan**

Effective with the start of the 2016-2017 school year, employees who have completed one year of employment with the School District shall be eligible for a 403(b) matching contribution plan pursuant to Minnesota Statute 356.24 as described below.

**Subd 1.** Employees who are contracted to work at the beginning of the school year for thirty (30) or more hours per week shall receive the full district matching contribution. Employees who are contracted to work at the beginning of the school year twenty (20) hours per week but less thirty (30) hours per week shall receive 50% of the district matching contribution. Employees who are contracted to work at the beginning of the school year less than twenty (20) hours per week, are not eligible for the district matching contribution.

**Subd. 2.** The employee must authorize a salary deduction payable to the employee's 403(b) plan. A salary deduction authorization agreement must be completed by the eligible employee no later than August 15<sup>th</sup> for the employee to participate in the plan. Employees who are hired after August 15<sup>th</sup> will become eligible on the completion of their first year of employment and must submit a deduction authorization agreement within 30 (thirty) days of their anniversary hire date. Such participation shall continue from year-to-year unless the employee notifies the District to the contrary.

**Subd. 3.** The District will match eligible annual employee contributions based on the following years of service:

<u>ANNUAL MAXIMUM</u>	
<u>Years in District</u>	<u>Matching Contribution</u>
2 – 10	\$250.00
11 – 19	\$500.00
20 and over	\$750.00

Maximum career school district contribution per employee shall be capped at \$20,000.00

**Subd. 4.** Sick leave severance and Retirement Benefit Contribution, Article VI. Section 9. Severance will not be available to any employee hired July 1, 2016, or after.

**Subd. 5.** Choice of Vendors: The vendors will be limited to the vendors currently available between the School District and the third-party administrator (currently Educator Benefit Consultants). The District and the Exclusive Rep will follow PELRA regarding any future changes.

**Section 11. Uniform Policy for Facilities Staff**

Facilities specialists and facilities technicians are required to wear a uniform work shirt with the school name and logo. The District will provide three (3) uniform work shirts per year. Work shirts are to be clean and without holes. Pants and shoes may not be in disrepair or in a dilapidated state. The upkeep of the provided shirts is the responsibility of the employee. All uniforms must be returned in the case of resignation or termination.

**Section 12. Work Shoes for Kitchen Staff**

Each kitchen employee will be given an annual reimbursement of up to \$40 per year to be used for district approved footwear to ensure safety and the ability to perform the duties outlined in the job description. Each employee would have the option of having the district purchase their footwear or utilizing \$40 toward the purchase of footwear of their choosing. Footwear is to be kept at school and worn during work hours only. Receipts must be submitted in order for the employee to receive a reimbursement.

## **ARTICLE VII GROUP INSURANCE**

### **Section 1. Selection of a Carrier:**

The selection of the insurance carrier and policy shall be made jointly by the Education Minnesota Caledonia Educational Support Professionals, the Local Chapter of the Education Association, and the School District as provided by law.

### **Section 2. Health and Hospitalization Insurance**

The School District shall contribute a sum of not to exceed \$620.00 per month for the 2020-2021 school year (\$7,440.00); and \$630.00 per month for the 2021-2022 school year (\$7,560.00) toward the premium for individual coverage for each employee employed by the School District for a minimum of thirty-four and one-half hours (34.50) hours per week for a minimum of 170 days per year in any job category or for thirty (30) or more hours per week in the kitchen who qualifies for and is enrolled in the School District's group health and hospitalization insurance plan. Any additional cost of the premium shall be borne by the employee and paid by payroll deduction. The District shall also contribute the amounts above toward individual coverage for any employee who is full-time as defined by the Affordable Care Act.

### **Section 3. Long Term Disability Insurance Coverage:**

The District shall make available and contribute 100% of the cost of the monthly premium for group long term disability income protection for a twelve (12) month period for each employee regularly employed for twenty (20) or more hours per week and for a minimum of nine (9) months. The qualification period to receive benefits shall be 90 calendar days.

### **Section 4. Life Insurance Coverage:**

The District shall make available and contribute 100% of the cost of the monthly premium for group life insurance for a twelve (12) month period for each employee regularly employed for twenty (20) or more hours per week and for a minimum of nine (9) months. The amount of coverage shall be two (2) times the employee's annual basic salary rounded to the nearest thousand dollars.

### **Section 5. Claims against the School District:**

The School 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 School District as a result of a denial of insurance benefits by an insurance carrier.

### **Section 6. Duration of Insurance Contribution:**

An employee is eligible for District contributions as provided in this article as long as that employee is employed by the School District and is a qualified covered employee. Upon termination of employment, or limitation of employment to less than Article VII, Section 2, required hours per week, all District participation and contributions shall cease effective on the last workday as a qualified status employee. Employees shall also have the option to remain in the plans as provided by COBRA and Minnesota Statute 471.61 at their own expense.

## **ARTICLE VIII LEAVES OF ABSENCE**

### **Section 1. Eligibility:**

Full leave benefits provided in this article shall apply only to employees who work at least thirty-four and one-half hours (34.50) hours per week on a regular basis and shall not apply to substitute or temporary employees. Employees who are employed an average of at least fifteen (15) hours per week and at least the regular school year shall be eligible for

partial benefits proportional to the extent of their employment. Employees employed less than an average of fifteen (15) hours per week or less than the regular school year shall not be eligible for any benefits pursuant to this article.

**Subd. 1.** Section 1 Eligibility applies to Article VIII only.

## **Section 2. Personal Leave:**

**Subd. 1:** Employees will be granted two (2) days of personal leave per year, accumulative to three (3) days. An employee may use personal leave for his/her entire workday or it may be used in one-hour increments.

**Subd. 2:** All leaves require advance notice of at least three (3) days in writing to the building principal. Except in cases of emergency, requests made less than three (3) days prior to the leave request date may result in denial.

**Subd. 3:** Employees who do not use personal days will be allowed to carry one day over as stipulated in Subdivision 1 above, or may sell those days back to the district for their daily rate of pay.

## **Section 3. Unpaid Leave:**

**Subd. 1:** Unpaid leave may be granted to employees only when approved by the Superintendent. No employee shall be granted more than two (2) days of unpaid leave per year by the Superintendent. Only the School Board shall grant unpaid leave of more than two (2) days per year.

**Subd. 2:** Requests for unpaid leave must be submitted to the building principal no less than two (2) weeks in advance of the leave date. Except in cases of emergency, requests made less than two (2) weeks prior to the leave request date will result in denial.

## **Section 4. Sick Leave:**

**Subd. 1. Earning:** An employee covered by this agreement shall earn sick leave at the rate of ten (10) times the number of hours in their regular work day for nine month or ten-month employees; eleven (11) times the number of hours in their regular work day for eleven- month employees; and twelve (12) times the number of hours in their regular work day for twelve-month employees. The annual days earned will be available to employees at the beginning of each school year. If employment is terminated prior to completing the employee's contract year, the School District shall have the authority to pro-rate the sick leave and make any corresponding reduction in accrued sick leave.

**Subd. 2. Accumulation:** Unused sick leave days may accumulate to a maximum of 120 days of sick leave per employee hired after July 1, 2007. Any employee hired prior to the 2006-2007 school year has no limit on accrued sick leave.

**Subd. 3. Use:** 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 performance of duties on that day or days. Pursuant to M.S. 181.9413\*, an employee may use sick leave for absences due to an illness of or injury to the employee's child for such reasonable periods as the employee's attendance with the child may be necessary on the same terms that the employee is able to use sick leave benefits for the employee's own illness or injury.

**Subd. 4. Medical Note:** The School District may require an employee to furnish a note from a qualified physician as evidence of illness and/or disability pursuant to this section, indicating such absence was due to illness and/or disability, 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 School District. In the event that a medical note will be required, the employee will be so advised.

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

**Subd. 6. Approval:** Sick leave shall be approved only upon submission of an electronically submitted request form.

**Subd. 7. Auxiliary Sick Leave:** In the event that an employee has exhausted his/her accumulated sick leave and is not eligible for the District's long-term disability insurance program, other employees of the bargaining unit may transfer one (1) day of their accrued sick leave to that employee. However, in no event may any member transfer more than two (2) days in any contract year. All transfers of sick leave shall be made voluntarily.

### **Section 5. Workers' Compensation:**

Pursuant to M.S. Ch. 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, the salary to be reduced by an amount equal to the insurance payments, and only that fraction of the days not covered by insurance will be deducted from accrued sick leave.

**Subd. 1:** Utilization of Sick Leave Benefits During Absences Covered by Workers' Compensation and/or Long-Term Disability (LTD):

- a. Upon the request of an employee who is absent from work as a result of a compensable injury incurred in the service of the School District under the provisions of the Workers' Compensation Act, and/ or an absence covered by the School District's Long Term Disability (LTD) policy, the School District will pay the difference between the compensation received by the employee pursuant to the Workers' Compensation Act and/or LTD and the employee's base rate of pay to the extent of the employee's earned accrual of sick leave.
- b. A deduction will be made from the employee's accrued sick leave according to the pro rata portion of days of sick leave which is used to supplement Workers' Compensation and/or LTD payment.
- c. Such payment will be paid by the School District to the employee only during the period of disability.
- d. In no event will the additional compensation paid to the employee by virtue of sick leave pay result in the payment of total daily, weekly, or monthly compensation that exceeds the base compensation of the employee.
- e. An employee who is absent from work as a result of an injury compensable under the Workers' Compensation Act and/or an absence qualifying the employee for LTD payments who elects to receive sick leave pursuant to this Agreement, will submit his/her workers' compensation check and/or LTD payment, endorsed to the School Board prior to receiving payment from the School District for this absence.
- f. An Educational Support Professional who is unable to perform work duties and responsibilities due to an injury which occurs during the duty day as a result of a student-related incident, will be entitled to compensation without use of sick leave for the first three (3) days of absence per incident. Thereafter, the compensation will be paid per a) through e) of this subdivision.

### **Section 6. Bereavement:**

Up to three (3) days of leave shall be allowed per occurrence, the days to be deducted from sick leave, for death in the employee's immediate family. The specific amount of leave allowed is subject to the discretion of the Superintendent, depending on the circumstances. "Immediate family" is defined as the employee's spouse, child, stepchild, grandchild, parent, grandparent, brother, sister, father-in-law, mother-in-law, son-in-law, daughter-in-law, or other relative living in

the same household as the employee. Absence due to death of a family member not listed in immediate such as a close friend, uncle, or aunt may be granted by the Superintendent and will be deducted from sick leave.

### **Section 7. Child Care Leave:**

**Subd. 1. Use:** A child care 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 child, provided such employee-parent is caring for the child on a full-time basis.

**Subd. 2. Request:** An employee making application for childcare leave shall inform the Superintendent in writing of the intention to take the leave at least three (3) calendar months before commencement of the intended leave.

**Subd. 3. Medical Statement:** A pregnant employee will provide, at the time of the leave application, a statement from her physician indicating the expected date of delivery.

**Subd. 4. Duration:** In making a determination concerning the commencement and duration of a childcare leave, the School Board shall not, in any event, be required to:

1. Grant any leave more than twelve (12) months in duration.
2. Permit the employee to return to employment prior to the date designated in the request for childcare leave.

**Subd. 5. Reinstatement:** An employee returning from childcare leave shall be reemployed in a position for which he/she is qualified unless previously discharged or placed on unrequested leave of absence.

**Subd. 6. Failure to Return:** Failure of the employee to return pursuant to 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. 7. Salary and Fringe Benefits:** Leave under this section shall be without pay or fringe benefits.

### **Section 8. Medical Leave:**

**Subd. 1. Eligibility:** An employee who has completed the initial probationary period, who is unable to perform duties because of illness or injury and who has exhausted all sick leave credit available or has become eligible for long term disability compensation shall, upon written request, be granted a medical leave of absence without pay for up to six (6) months. This leave may be renewed at the discretion of the School District.

**Subd. 2. Request:** A request for leave of absence or renewal thereof under this section shall be accompanied by a written doctor's statement outlining the condition of health and estimated time at which the employee is expected to be able to assume normal responsibilities.

### **Section 9. Family and Medical Leave:**

**Subd. 1. Purpose:** Pursuant to the Family and Medical Leave Act, 29 U.S.C. § 1201 et. seq., an eligible employee shall be granted, upon written request, up to a total of twelve (12) weeks of unpaid leave per twelve (12) month period in connection with (1) the birth and first-year care of a child; (2) the adoption or foster placement of a child; (3) the serious health condition of an employee's spouse, child, or parent, and (4) the employee's own serious health condition.

**Subd. 2. Salary and Fringe Benefits:** Such leave shall be unpaid, except an eligible employee, during such leave, shall be eligible for regular School District group health and hospitalization insurance contributions as



provided in this Agreement for a period of the leave, but not to exceed twelve (12) weeks per twelve (12) month period, notwithstanding any other provisions of this Agreement.

**Subd. 3. Eligibility:** To be eligible for the benefits of this section and insurance contributions, an employee must have been employed by the School District for the previous twelve (12) months and must have been employed for at least 1,250 hours during such previous twelve-month period.

**Subd. 4. Paid Leave under Contract:** While FMLA leaves, except for eligible insurance contributions as provided in Subd. 2. hereof, are unpaid, nothing herein shall preclude an employee from utilizing paid leave otherwise provided in this Agreement, provided the employee qualifies for the paid leave; i.e., sick leave or personal leave, pursuant to the provisions of this Agreement governing such leaves. Moreover, nothing herein, or any other provision of this Agreement, shall be construed to require the School District to combine leaves for a period of time that exceeds the leave provided by this section or the period of time for leaves provided in other sections of this Agreement.

**Subd. 5. Notification:** The employee will provide at least thirty (30) days of written notice of request for leave when the reason for the leave is foreseeable. The employee shall further make an effort to schedule any treatment so as to minimize disruption of the work of the School District.

**Subd. 6. Family Illness/Emergency Leave:**

Up to 3 days of absence due to illness in the immediate family, or a critical family situation where no other arrangements are possible, may be approved by the superintendent. These days shall be deducted from accumulated sick leave. These days are non-cumulative and may not be carried over to the following year.

**Section 10. Jury Service:**

An employee who serves on jury duty shall be granted the day or days 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. Military Leave:**

Military leave shall be granted pursuant to applicable law.

**Section 12. 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 Section 9 above. In the event the employee is on paid leave from the School District under Article VIII above or supplemented by sick leave pursuant to Section 4 above, the School District will continue insurance contributions as provided herein until sick leave is exhausted. Thereafter, the employee must pay the entire premium for any insurance retained after the exhaustion of sick leave.

**Section 13. Credit:**

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

**Section 14. Continuing Education Leave:**

Employees may, at the discretion of the Board, be granted a continuing education leave without pay or fringe benefits for up to one (1) calendar year to improve job performance skills within job category. Upon return from said leave, the employee shall be restored to all seniority rights in the same or similar position and to the same salary or wage status

as that which had accrued prior to taking leave. An employee on leave shall notify the District of his/her intention to return to work for the following school year by April 15<sup>th</sup> of the leave year. Failure to provide written notification to the District by this date will result in loss of the right to return to employment in the District.

**Section 15. In-Service Workshops/Institutes:**

Employees may, at the discretion of the Superintendent, be granted an education leave with or without pay to attend in-service workshops/institutes. Staff development funds may be used to fund this education leave in accordance with the District and Site Staff Development plans.

**Section 16. Union Leave:**

Over the period of this agreement, the Caledonia ESP will be granted four (4) days to conduct the business of the union. The union president will designate the use of these days and no one member will be allowed to use more than two (2) days in one academic year. Use of Union Leave will be at a minimum of half-day increments. Members utilizing Union Leave will be deducted their daily rate of pay, or hourly wages, or utilize comp time or personal time for such days. Requests for such leave will be made to the Superintendent at least one (1) week prior to the event by the union president. Additional days may be granted by the Superintendent at his/her discretion.

## **ARTICLE IX HOURS OF SERVICE AND DUTY YEAR**

**Section 1. Basic Work Week:**

The regular work week, exclusive of lunch, shall be prescribed by the School District. Full time work week is forty (40) hours per week.

**Section 2. Basic Work Year:**

The regular work year shall be prescribed by the School District. Full time basic work year is fifty-two (52) weeks.

**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 or casual basis for time less than that of the regular full-time employees.

**Section 4. Sub-Contracting:**

The District and the Exclusive Representative accept that at some point it may become necessary to sub-contract bargaining unit work due to the district's inability to hire or retain staff for various reasons including lack of financial resources. The District agrees to work with the Exclusive Representative to solve the reasons for the inability to hire or retain staff for a period of not less than ninety (90) days before opting to sub-contract work.

In the event the District determines that it will enter into a sub-contracting agreement to provide services that will result in the lay-off of bargaining unit members, the District agrees that it will include in the provisions of any contract for services entered into that the current School District employees that will be laid off as a result of the sub-contract will be employed by the sub-contractor in the order of seniority starting with the most senior School District employee first.

In the event that there are employees who either choose not to work for the sub-contractor or who are not offered any employment by the sub-contractor, such bargaining unit member shall be paid the equivalent of 90 days' pay by the District and shall, upon the individual's request, be placed on a list of former School District employees to be offered employment by the District in the event that new hires into positions assigned to work in the school are made. Such recall shall conform to Article XIII.

## **Section 5. Shifts and Starting Time:**

**Subd. 1.** All employees will be assigned starting times and shifts as determined by the School District.

**Subd. 2.** Facilities Specialists/ Facilities Technician Call In: In case of an emergency, one hour minimum at the employee's rate of pay when any time is added to the employee's weekly hours and any hours above 40 hours are paid at time and a half. The superintendent or designee must initiate the call in.

## **Section 6. Notification of Assignment and Required Hours:**

**Subd. 1.** If an employee's assignment changes for the next school year, every effort will be made to provide assignment notification before the fall workshop.

**Subd. 2.** In the event the District changes an employee's normal work week schedule, the District will notify the employee at least four two (2) weeks prior to any such change at a meeting with a union representative and the employee. A shorter notice may be given if mutually agreed upon.

**Subd. 3.** All employees shall receive written notice at least two weeks in advance of mandatory attendance at any School District sponsored training or staff development. Such notice shall come from their building principal.

**Subd. 4.** The District will provide at least a two-week notice for reduction or alteration of hours, or elimination of position, that occurs during the school year unless the position being eliminated is that of a paraprofessional assigned as a personal assistant to an individual student and that student withdraws from school for any reason.

## **Section 7. Notification of Job Openings:**

Position vacancies shall be posted first internally and on the District website and subsequently in local newspapers. The District reserves the right to fill positions with the best qualified candidates. Any position that is vacated shall be posted within one week.

## **Section 8. One to One Staff/Special Education:**

Employees working with a single student shall be assigned to other appropriate duties within the District to accommodate the absence of the student, for any reason, for a period of up to two weeks.

## **Section 9. Lunch Period:**

All employees shall be provided a non-paid duty-free lunch period of at least thirty minutes. The time of each employee's duty-free lunch period will be assigned by that employee's supervisor. In the event of an emergency in which an employee does not receive a thirty (30) minute duty-free lunch period, said employee will be paid for the time. Supervisors will be responsible for reporting the additional time to the building principal and the district office.

Food service personnel working more than four (4) hours per day are excluded from the thirty (30) minute duty-free lunch but are provided with a free lunch to be eaten on their break time.

## **Section 10. Break Periods:**

Employees are entitled to one fifteen (15) minute break period for each four (4) hour shift of employment per day. Employees who work less than a four (4) hour shift per day are not entitled to a break period. The specific time of the fifteen (15) minute break period is to be determined by the employee's direct supervisor. Employees may not forego a break period to use the equivalent time to leave their place of employment earlier than the normal time prescribed for the workday to end.

## **Section 11. Emergency Closings/Flexible Learning Days/E-Learning Days**

### **Subd. 1.**

a. In the event that school is closed for any school event or District sponsored event on a normally

scheduled school day or on a Flexible Learning Day (FLD), employees will have the option of reporting to work to perform duties as directed by department heads/school administrators, using comp time, or taking a pay deduction for the hour(s) of missed work.

- b. Days one (1) through eight (8) of weather or emergency closings will be Flexible Learning / E-Learning days. Employees will be expected to participate in District planned professional development, on-line courses, or any other mutually agreed upon activity. A professional workday does not need to be on site. If the online course has a quiz or test at the end, the employee must show evidence of passing the test or provide documentation of the course content and present it to the Superintendent.
- c. Employees will have up to seven (7) days to complete the on-line professional development. Any subsequent emergency cancellations beyond eight (8) days will only be made up if student hours will fall under statutory guidelines. If cancellations due to emergency situations result in student hours below statutory guidelines, the district and Local Chapter shall meet within fifteen (15) days of such a closing to discuss how to best meet the statutory guidelines.

**Subd. 2.** Employees will have the option to use staff development days scheduled at the beginning of the school year and four scheduled staff meetings as banked comp days or time to be used when school is closed or on an FLD. In the event FLD exceeds three days, employees will have a staff development day on the same day as the spring teacher in-service day. Any other professional development shall have prior approval by the employee's supervisor or principal. In the event no such events occur during the school year or an employee has remaining comp time at the end of the year, employees shall be paid for these days or hours on their final paycheck of the year.

**Subd. 3.** In the event the District closes school for any weather-related emergency all twelve (12)-month employees shall report to work as scheduled if they are able to travel with reasonable safety. For the first four (4) days of such work, employees shall receive one – half day of comp time per day of work.

**Subd. 4.** In the event the District delays the start of the school day, employees will have the option of reporting to work at their regular starting time, using comp time, or having a pay reduction for the hour(s) of missed work. The employee will notify her/his supervisor prior to the start of the regular workday of the employee's intention.

## **ARTICLE X HOLIDAYS**

### **Section 1. Paid Holidays:**

Full-time employees who work twelve (12) months shall be granted the following paid holidays: New Year's Day, Good Friday, Easter Monday, Memorial Day, July 4th, Labor Day, Thanksgiving Day, Christmas Day, and President's Day if school is not in session, ½ day Christmas Eve and ½ day New Year's Eve.

### **Section 2. Weekends:**

Any holiday that falls during a weekend will be observed on a day established by the School District. When directed by the District to work on a holiday when school is not in session, the employee will be paid at the overtime rate.

### **Section 3. School in Session:**

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

**Section 4. Application:**

In order to be eligible for holiday pay, an employee must have worked a regular workday the day before and the day after the holiday unless on an excused illness, leave, or on vacation under these provisions.

**Section 5. Eligibility:**

Holiday benefits as defined in this article shall apply only to those full-time employees who work at least forty (40) hours per week on a regular basis and shall not apply to substitute or temporary employees. Part-time employees who are employed an average of at least twenty-five (25) hours per week and at least the regular school year shall be eligible for partial benefits proportional to the extent of their employment. Part-time employees employed less than an average of twenty-five (25) hours per week or less than the regular school year shall not be eligible for any benefits pursuant to this article.

**ARTICLE XI  
VACATIONS**

**Section 1. Eligibility:**

This article shall apply only to employees who are regularly employed on a twelve (12) month basis and a forty (40) hour week.

**Section 2. Earned Vacations:**

Full-time employees, as defined in this article, shall accrue vacation as follows:

Ten (10) days per year after twelve (12) months of continuous employment. After ten (10) years of continuous employment, vacation shall accrue at the rate of fifteen (15) days per year. Unused vacation time may not accrue beyond twenty (20) days.

**Section 3. Application:**

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

**Subd. 2. Resignation:** If the employee resigns before completing his/her first full year of service, the employee shall not be entitled to any vacation pay and shall have the salary paid for any vacation days taken deducted from the final check. An employee who has completed at least one (1) year of service shall be entitled to receive the pro-rata pay for unused vacation time provided such employee provides the School District with at least two (2) weeks' advance, written notice of the resignation time.

**Subd. 3. Scheduling:** The approval of all vacation time shall be determined by the School District.

**ARTICLE XII  
DISCIPLINE, DISCHARGE, AND PROBATIONARY PERIOD**

**Section 1. Probationary Period:**

Any entering employee shall fulfill a probationary period from date of hire to the six (6) month anniversary of that date to demonstrate satisfactory job performance. Such entering employees shall be subject to dismissal without hearing during the probationary period and shall have no recourse to the grievance procedure insofar as suspension or discharge is concerned. However, a probationary employee shall have the right to bring a grievance on any other provisions of the Agreement alleged to have been violated.

**Section 2. Probationary Period; Change of Classification:**

In addition to the initial probationary period, an employee transferred or promoted to a different classification shall serve a new probationary period of three (3) calendar months in any such new classification. During this three (3) month probationary period, if the School District determines that the employee's performance in the new classification is unsatisfactory, the School District shall have the right to reassign the employee to the former classification.

**Section 3. Completion of Probationary Period:**

An employee who has completed the probationary period may be suspended without pay or discharged only for just cause. An employee who has completed the probationary period and is suspended without pay or discharged shall have access to the grievance procedure.

**Section 4. Seniority Date:**

Employees shall acquire seniority upon completion of the probationary period as defined in this Agreement, and, upon acquiring seniority, the seniority date shall relate back to the first date of continuous service in a position governed by this Agreement. If more than one employee commences work on the same date, the seniority ranking for such employees shall be determined by the order in which the employees' names appear on the School Board meeting minutes for hiring purposes.

**Section 5. Progressive Discipline:**

The School District shall have the right to impose discipline on its employees for just cause. Disciplinary action will normally take the following course: 1) oral reprimand, 2) written reprimand, 3) suspension without pay, and 4) discharge. However, 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. A conference between the employee and his/her supervisor shall be held prior to the imposition of written reprimand, suspension without pay, or discharge. The goal of discipline outside of termination is remediation. All discipline is subject to the Grievance Procedure.

**ARTICLE XIII  
REDUCTION IN FORCE**

The parties recognize the principle of seniority within classification in the application of this Agreement concerning reduction in force, provided the employee is fully qualified to perform the duties and responsibilities of the position. An employee on layoff shall retain seniority and the right to recall, within classification, for a period of thirteen (13) months after the date of layoff.

**Section 1. Seniority Rights:**

In the event of a reduction in staff, a change in the employment period or the number of hours worked by a given staff person, the first person to be reduced in work time will be the most recent person hired.

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

If more than one employee commences work on the same date, seniority ranking for such employees shall be determined by the order in which the employees' names appear on the School Board meeting minutes for hiring purposes. The date by which the employee accepted the job offer shall determine the order in which the employee's names appear.

Employees who are properly laid off and recalled shall suffer no break in service for purposes of seniority and longevity.

**Subd. B. Establishment of Seniority List:**

1. Prior to November 30 of each school year the School District shall cause a seniority list (by name and date of employment) to be prepared from its records. It shall thereupon post such list in each school.
2. Any person whose name appears on such list and who may disagree with the findings of the School District and the order of seniority in said list shall have twenty (20) business days from the date of posting to supply written documentation, proof and request for seniority change to the School District.
3. Qualified persons employed in the School District and listed on the support staff seniority list will retain all rights and seniority under this agreement.
4. Within thirty (30) days thereafter, the School District shall evaluate any and all such written communications regarding the order of seniority contained in said list and may make such changes the school district deems warranted. A final seniority list shall thereupon be prepared by the School District.

The seniority list as revised shall be binding on the School District and any member. Each year the School District shall cause such seniority list to be updated to reflect any addition or deletion of personnel caused by retirement, death, resignation, or cessation of services, or new employees.

**Subd. C. Forfeiture of Seniority:** An employee who is properly discharged for cause or resigns, shall forfeit seniority, and in the event of reemployment, the employee's seniority rights shall begin as of the date of the employee's reemployment.

**Section 2. Lay Off and Recall:**

The employee whose work time has been reduced shall retain his/her seniority and right to recall within job classification, in seniority order, for a period of thirteen (13) months after the effective date of layoff.

**Subd. A.** All layoffs shall become effective not sooner than thirty (days) after the District has acted upon the necessary layoff resolution and provided official notice to the employee by certified mail or by personal service.

**Subd. B.** Any employee on recall who declines a position of comparable hours within the employee's job classification shall forfeit further recall rights. However, an employee may decline a recall notice without forfeiture of recall rights if the position offered is for fewer hours than the employee's original position.

**Subd. C.** When offered a new position, the employee will respond to the offer within five (5) business days.

**Subd. D.** No new employee, within job classification, shall be employed by the District while there is available, on layoff, an employee who has recall rights. However, pending completion of the recall procedure, positions may be filled on a temporary basis.

**Subd. E.** Employees shall be recalled to employment in the inverse order of layoff within their job classification or to any position for which they are qualified, provided however, that no full-time employee on layoff shall be required to accept recall to less than a full-time position. In the event that a former full-time employee accepts a part-time position, she/he shall retain recall rights to a full-time position for the entire recall period of time.

**Section 3. Bumping Rights:**

An employee covered by this Agreement placed on layoff may elect to displace another employee with a lower seniority

status who is employed in a similar position within job classification. No part-time employee is entitled to continued employment under the provisions of this article for a full-time position.

**Subd. A.** No employee shall be able to bump upward into a higher position within job classification nor shall a part-time employee be able to bump into a full-time position or cause a full-time employee to become part-time.

**Subd. B.** Employees who choose to exercise their bumping rights shall do so by written notice to the Superintendent within fourteen (14) calendar days from the day of receipt of layoff. For purposes of this section, the day following the date of certified mailing or personal service shall constitute the first date.

## ARTICLE XIV GRIEVANCE PROCEDURE

### **Section 1. Definitions:**

- A. Grievance: A "grievance" is a claim based upon an event or condition which affects the terms and conditions of employment of an employee or a group of employees, and/or the interpretation, meaning, or application of any of the provisions of this Agreement.
- B. Days: The term, "days", when used in this article, shall mean calendar days excluding Saturday, Sunday, and legal holidays as defined by Minnesota Statutes.
- C. Reduced to Writing: "Reduced to writing" means a concise statement outlining the nature of the grievance, the provision(s) of the Agreement in dispute, and the relief requested.
- D. Answer: "Answer" means a concise written response outlining the District's position on the grievance.

### **Section 2. Purpose:**

- A. Equitable Solutions: The purpose of this procedure is to secure, at the lowest administrative level, equitable solutions to the problems which may from time to time arise affecting the terms and conditions of employment of educational support professionals.
- B. Informal and Confidential: Both parties agree that these proceedings shall be kept as informal and confidential as possible at any level of the procedure.
- C. Nonlimitation of Rights: Nothing herein contained shall be construed as limiting the right of any employee having a problem to discuss the matter informally with any appropriate member of the administration.

### **Section 3. Time Limits:**

- A. Expedite Process: Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum, and every effort should be made to expedite the process. The parties, by mutual written agreement, may waive any level or extend any time limits in this grievance procedure.
- B. Reduction of Time Limits: In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school term, the parties agree to make a good faith effort to reduce the time limits set forth herein so that the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as is practicable.
- C. Resolution in Subsequent Year: In the event a grievance is filed at such time that the processing of the grievance extends into the succeeding school year, then said grievance shall be resolved in the succeeding school year under the terms of this Agreement and not under a succeeding Agreement.
- D. Valid Consideration: Grievances shall not be valid for consideration unless the grievance is reduced to writing and submitted at Level I within thirty (30) days of the alleged violation of provisions of this Agreement. Failure to file any grievance within such period shall be deemed a waiver thereof. Events relevant to the



grievance happening prior to this thirty (30) day period are not excluded from discussions which attempt to resolve the grievance.

#### **Section 4. Association Rights and Responsibilities:**

- A. Filing and Processing: It shall be the right and responsibility of the Association to file and process all grievances the Association deems legitimate that have been processed through its Member Rights Committee.
- B. Abandonment: In the event that the Association, after investigating an alleged grievance, determines not to file or support such grievance, financially or otherwise, the Association may abandon the grievance.
- C. Individual Continuation: In the event that the Association refuses to file and/or process the grievance by referring the grievance to the Association for filing and processing or the Association refuses to file and/or process the grievance, the employee may select a designee to represent him/her. The fees and expenses incurred through the filing and processing of such grievance shall be borne by the individual employee or group of employees filing and processing such grievance and not by the Association.
- D. Response to Grievance: When the employee is not represented by the Association, the Association shall be given the School District's final answer to the grievance.

#### **Section 5. Initiation and Processing:**

- A. Level One--School Administrators
  - 1. Discuss with Building Principal: In the event that an employee believes there is a basis for a grievance, he or she shall first discuss the alleged grievance with his or her principal or immediate supervisor either alone or accompanied by an Association representative or representatives. If the matter cannot be resolved by the principal or immediate supervisor, the alleged grievance shall be discussed with the Superintendent in an effort to resolve the problem informally.
  - 2. Written Presentation to Superintendent: If the grievance is not resolved through informal procedures, the grievance may be reduced to writing by the Association and served upon the Superintendent. The notification shall contain a concise statement indicating the intention of the Association to proceed with the grievance, an outline of the grievance, the provision(s) of the Agreement in dispute, and the relief requested.
  - 3. Formal Meeting: The Superintendent and/or his/her authorized representative shall meet with the Association and/or Association consultants within seven (7) days after receipt of the notification. The parties shall endeavor to mutually resolve the grievance.
  - 4. Superintendent's Response: The Superintendent shall, within five (5) days of the meeting, serve his answer upon the Association.
- B. Level Two—School Board of Education
  - 1. Service on the Board of Education: If the Association is not satisfied with the answer to the grievance at Level One, or if no answer has been served within the period above provided, the Association may serve the Secretary of the School Board with written notification within five (5) days after receipt of the answer at Level One or ten (10) days after the first meeting at Level One, whichever is sooner. The notification shall contain a concise statement indicating the intention of the Association to proceed with the grievance, an outline of grievance, the provision(s) of the Agreement in dispute and the relief requested.
  - 2. Formal Meeting: Within ten (10) days after receiving the written notification, the Board or its designated committee and consultants, if any, shall meet with the Association and/or Association consultants for the purpose of resolving the grievance.
  - 3. School Board's Response: The School Board shall, within five (5) days of the meeting, serve its answer upon the Association.
- C. Level Three--Arbitration
  - 1. Notice to Proceed with Grievance: If the Association is not satisfied with the answer to the grievance at Level Two, or if no answer has been served within the period above provided, the Association may serve the Secretary of the School Board with written notification within five (5) days after receipt of the answer at Level Two

or ten (10) days after the first meeting at Level Two, whichever is sooner. The notification shall contain a concise statement indicating the intention of the Association to proceed with the grievance.

2. **Selection of Arbitrator:** Within ten (10) days after the receipt of notification, the Association and the Board or its designated committee shall meet to select an arbitrator. If unable to agree upon an arbitrator, either party may request that the Bureau of Mediation Services appoint an arbitrator, pursuant PELRA providing such request is made within twenty (20) days after request for arbitration. The request shall ask that the appointment be made within thirty (30) days after the receipt of said request. Failure to agree upon an arbitrator and 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.

3. **Arbitration Hearing/Decision:** The arbitrator so selected shall hold the necessary hearing promptly and issue his/her decision within such time as may be previously agreed upon. His/Her decision shall be in writing and shall set forth his/her findings regarding the facts, reasonings, and conclusions of the issues submitted. The arbitrator shall have power to decide only grievances involving terms and conditions of employment as defined herein and contained in this Agreement, and he/she shall have no power to alter, add to or subtract from any of the terms of the Agreement as written. His/Her decision shall be binding on the Association, the aggrieved person, and the School District subject to the provisions of PELRA, as amended.

4. **Hearing:** The grievance shall be heard by a single arbitrator; both parties may be represented by such person or persons as they may choose and designate; and the parties shall have the right to a hearing at which time both parties have the opportunity to submit evidence, offer testimony and make oral or written arguments relating to the issues before the arbitrator. The proceeding before the arbitrator shall be a hearing de novo.

5. **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 the fees and expenses of the arbitrator, the cost of the transcript or recording if requested by both parties, and any other expenses which the parties mutually agree are necessary for the conduct of the arbitration.

## **Section 6. Miscellaneous:**

A. **Meeting Times:** Meeting times for the processing of all grievances shall be scheduled by the administration with the agreement of the Association, as appropriate. Employees shall not lose wages due to their necessary participation if the processing is done during normal working hours. For the purpose of this paragraph, those employees entitled to wages during this participation shall be a representative of the Association and the aggrieved person(s).

B. **Separate File:** All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

C. **Availability of Information:** The School District agrees to make available to the Association information not privileged under law, in its possession or control, which is relevant to the issues raised by the grievance.

D. **Severability:** The provisions of this grievance procedure shall be severable, and if any provision or paragraph thereof or application of any such provision or paragraph under any circumstance is held invalid, it shall not affect any other provision or paragraph of this grievance procedure or the application of any provision or paragraph thereof under different circumstances.

## **ARTICLE XV PUBLIC OBLIGATION**

### **Section 1. Recognition:**

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. It is the public policy of the parties to this contract to promote orderly relationships between the employees of the district and the employer. It is agreed that unresolved disputes between the public employer and its employees is injurious to the public as well as to the parties. Therefore, the parties have entered into this agreement to minimize such disputes and to provide for their resolution.

### **Section 2. Relations between the Parties:**

It is agreed that the parties will comply with the provisions of PELRA with regard to all relations between the parties and the employees of the bargaining unit shall only engage in activities, including but not limited to strikes and or work stoppages in compliance with the provisions of the law.

## **ARTICLE XVI DURATION**

### **Section 1. Term 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 to the other party no later than one hundred and 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 herein 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 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 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.

### **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.

### **Section 5. Printing of Contract:**

Within sixty (60) days after the Agreement is signed, copies of this Agreement shall be printed at the expense of the District and presented to the Exclusive Representative for distribution to each employee. In addition, the District shall provide ten (10) copies of the Agreement, without charge, to the Exclusive Representative.

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

For Education Minnesota Caledonia Educational  
Support Professionals Local #7345

For the School District No. 299

Dated this 13 day of Oct., 2020

Dated this 19<sup>th</sup> day of October, 2020

Deb Cody  
Vice President

[Signature] 10 19 20  
Chairperson

[Signature]  
Secretary

[Signature]  
Clerk

## **Support Staff Groups**

Group I	Facilities Technician, Nutrition Assistant
Group II	Van Driver, Special Ed Para, Media Para, General Para, Health Assistant
Group III	Nutrition Lead, Facilities Specialist, Secretary I
Group IV	Secretary II, Accounts Payable Clerk, Lead Facilities Specialist
Group V	School Age Care (SAC) Supervisor

## **Comparable Worth Point Groupings**

Group I	111 – 160 Points
Group II	161 – 168 Points
Group III	169 – 207 Points
Group IV	208 – 221 Points
Group V	222 – 238 Points

**APPENDIX A**  
**2020 – 2021 Job Categories and Pay Rates**

Class	Facilities Technician, Nutrition Assistant	Van Driver, Special Ed Para, Media Para, General Para, Health Assistant	Nutrition Lead, Facilities Specialist Secretary I	Secretary II, Accounts Payable Clerk, Lead Facilities Specialist	SAC Supervisor
	I	II	III	IV	V
Step					
2	\$12.54	\$13.18	\$13.90	\$14.24	\$14.63
3	\$12.74	\$13.43	\$14.15	\$14.51	\$14.91
4	\$12.97	\$13.67	\$14.37	\$14.75	\$15.13
5	\$13.18	\$13.90	\$14.64	\$15.03	\$15.42
6	\$13.43	\$14.15	\$14.92	\$15.30	\$15.69
7	\$13.67	\$14.38	\$15.14	\$15.55	\$15.97
8	\$13.90	\$14.64	\$15.43	\$15.82	\$16.25
9	\$14.15	\$14.93	\$15.70	\$16.14	\$16.55
10	\$14.37	\$15.14	\$16.00	\$16.42	\$16.85
11	\$14.64	\$15.43	\$16.27	\$16.69	\$17.15
12	\$14.93	\$15.70	\$16.56	\$16.98	\$17.46
13	\$15.15	\$15.98	\$16.87	\$17.30	\$17.77
14	\$15.43	\$16.27	\$17.17	\$17.63	\$18.09
15	\$16.06	\$16.89	\$17.77	\$18.24	\$18.70
16			\$18.09	\$18.55	\$19.03

- 1.50% salary schedule improvement for the 2020-2021 school year and the 2021-2022 school year.

**APPENDIX A**  
**2021 – 2022 Job Categories and Pay Rates**

Class	Facilities Technician, Nutrition Assistant	Van Driver, Special Ed Para, Media Para, General Para, Health Assistant	Nutrition Lead, Facilities Specialist Secretary I	Secretary II, Accounts Payable Clerk, Lead Facilities Specialist	SAC Supervisor
	I	II	III	IV	V
Step					
2	\$12.72	\$13.38	\$14.10	\$14.45	\$14.85
3	\$12.93	\$13.63	\$14.36	\$14.73	\$15.13
4	\$13.17	\$13.88	\$14.59	\$14.97	\$15.36
5	\$13.38	\$14.10	\$14.86	\$15.26	\$15.65
6	\$13.63	\$14.36	\$15.14	\$15.53	\$15.93
7	\$13.88	\$14.60	\$15.37	\$15.78	\$16.21
8	\$14.10	\$14.86	\$15.66	\$16.06	\$16.49
9	\$14.36	\$15.15	\$15.94	\$16.38	\$16.80
10	\$14.59	\$15.37	\$16.24	\$16.67	\$17.10
11	\$14.86	\$15.66	\$16.51	\$16.94	\$17.41
12	\$15.15	\$15.94	\$16.81	\$17.24	\$17.72
13	\$15.38	\$16.22	\$17.12	\$17.56	\$18.04
14	\$15.66	\$16.51	\$17.43	\$17.90	\$18.36
15	\$16.30	\$17.14	\$18.04	\$18.51	\$18.98
16			\$18.36	\$18.83	\$19.32

- 1.50% salary schedule improvement for the 2020-2021 school year and the 2021-2022 school year.

**Memorandum of Understanding**

Between the

The Caledonia District #300

And the

Education Minnesota Caledonia Educational Support Professionals Local #7345

**Regarding Article VIII, Section 2, Personal Leave:**

Employees will need to notify Human Resources by May 1 of the current school year if they are choosing to sell back any unused personal leave.



## **Letter of Agreement – Labor Management Committee**

WHEREAS, Caledonia Area Public Schools (“District”) and Education Minnesota Caledonia Educational Support Professionals Local #7345 (“Union”) have agreed to initiate a cooperative endeavor to provide a forum for creating evaluation, performance, and recall procedures to potentially be incorporated into the collective bargaining agreement.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. An Evaluation Performance and Recall Committee shall be formed and consist of the following membership:
  - a. Four (4) labor representatives appointed by the Union
  - b. Four (4) management representatives appointed by the District
  - c. Upon mutual agreement, additional equal representatives appointed by both labor and management
2. The Committee shall seek to meet during non-working hours. If Committee meetings are held during regular working hours, the District will pay for necessary substitute costs.
3. If agreed to by the District and the Union, the evaluation, performance, and recall Letter of Agreement will be effective beginning at a mutually agreed upon date. The District and the Union are not required to agree to the Committee’s proposal on evaluation, performance, and recall procedures.

