MASTER AGREEMENT

Between

INDEPENDENT SCHOOL DISTRICT NO. 704

AND

LOCAL 66

of the American Federation of
State, County, and Municipal Employees
Council 5,
AFL-CIO

PROCTOR, MINNESOTA

2023-2025

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PROCTOR 2023-2025
MASTER AGREEMENT
BETWEEN
INDEPENDENT SCHOOL DISTRICT #704
AND THE
LOCAL 66 OF THE AMERICAN FEDERATION OF
STATE, COUNTY, AND MUNICIPAL EMPLOYEES, AFL-CIO
PROCTOR ET AL MINNESOTA

ARTICLE 1 - PURPOSE

Section 1. Parties. This contract is entered into between the School Board of Independent School District No. 704, Proctor, Minnesota, hereinafter referred to as the School Board, and the Local 66 of the American Federation of State, County, and Municipal Employees, AFL-CIO, hereinafter referred to as an exclusive representative, represented by Council 5, pursuant to and in compliance with the Public Employment Labor Relations Act of 1971 as amended, hereinafter referred to as the P.E.L.R.A., to provide the terms and conditions of the employment for the Classified employees of the District during the duration of this contract.

ARTICLE 2 - RECOGNITION

Section 1. Recognition. In accordance with the P.E.L.R.A., the School District recognizes Local 66 of the American Federation of State, County, and Municipal Employees, Council 5, AFL-CIO, as the exclusive representative, represented by Council 5, for Classified Employees employed by the School District as defined in Section 2 below, which exclusive representative, shall have those rights and duties as prescribed by the P.E.L.R.A. and as described in the provisions of this Agreement.

Section 2. Appropriate Unit. The exclusive representative shall represent all employees of Independent School District No. 704, Proctor, Minnesota, who are not required to be certified by the State Board of Education, who are public employees as per state statute, excluding all employees of the Transportation Department except clerical, and further excluding supervisory and confidential employees.

ARTICLE 3 - DEFINITIONS

Section 1. Terms and Conditions of Employment. Shall mean the hours of employment, the compensation therefore, including fringe benefits except for retirement contributions or benefits, and the employer's personnel policies affecting the working conditions of the employees.

Section 2. Other Terms. Terms not defined in this Agreement shall have those meanings as defined by the P.E.L.R.A.

ARTICLE 4 - UNION SCHOOL BOARD RELATIONS

Section 1. All collective bargaining with respect to wages, hours, working conditions, and other conditions of employment, shall be conducted by authorized representatives of the Proctor School Board.

Section 2. This Contract, as amended, shall become effective only when adopted by resolution of the Proctor School Board.

ARTICLE 5 - SCHOOL BOARD FUNCTIONS

The School Board possesses the sole right to operate the school system and all management rights repose in it, except as expressly modified by this contract and applicable laws. These rights include, but are not limited to the following:

1. To direct all operations of the school system.
2. To establish reasonable work rules, regulations, and schedules of work.
3. To hire, promote, transfer, schedule, and assign, demote and retain and determine the qualifications of employees in positions with the school system.
4. To suspend, demote, discharge, and take other disciplinary action against employees for cause.
5. To create, revise, or eliminate positions depending on the needs of the School District, or any other legitimate reason.
6. To maintain efficiency of school system operations and to operate the schools in a manner most economical to the taxpayer of the School District.
7. To introduce new or improved methods or facilities, or to change existing methods or facilities.
8. To determine the kinds and amounts of services to be performed as pertains to school system operations, and the number and kinds of positions and job classifications and to perform such services.
9. To determine the methods, means and personnel by which school system operations are to be conducted.
10. To take whatever reasonable action is necessary to carry out the functions of the school system in situations of emergency.
11. To develop and implement evaluations and accountability procedures applicable to all job functions and employees.

ARTICLE 6 - UNION FUNCTIONS

Section 1. Union Business. The Board reserves the right to designate the place within the District property for meetings on grievances, and such meetings shall not interfere with the orderly and efficient operations of Board business nor with the assigned work of the employees.

The Union agrees to conduct its business in a matter not to interfere with the normal operations of the School District. The Article shall not operate as to prevent a steward from the presentation of any grievance in accordance with the procedure outlined in this Contract.

The Employer hereby agrees that reasonable time spent in the presentation of grievances during regular working hours shall not be deducted from the pay of the grievant and the delegated employee representatives of the Union.

Section 2. Union Membership Meetings. Union membership meetings may be conducted with the permission of the Board or its designee on Board property upon a written request of the Union. The Board agrees to furnish appropriate forms upon request of the Union.

The Board shall have the right to designate a suitable facility for such meetings.

Section 3. Union Officials. The Union agrees to provide written notification to the Board following the election or selection of Union representatives, stewards, or other Union officials to enforce the contract. The Employer agrees to advise the Union of the proper officials assigned to handle personnel matters involving the Union.

Section 4. Union Staff Representatives. Staff representatives of the Union having business with the officers or individual members of the Union may confer with such officers or members during the course of the workday for reasonable periods of time to conduct Union business directly related to the affairs of the District.

Section 5. Copies of the Contract. The Board shall provide copies of this Contract for all employees covered by the Contract and an additional ten (10) to Local 66, AFSCME, two (2) weeks after both parties have signed the final contract.

ARTICLE 7 - UNION SECURITY

Section 1. Union Dues. Upon receipt from the Union of its membership list, the School Board shall arrange to deduct from each such union member's wages the monthly union dues of such employee, and shall remit the same to the appropriate union representative or its designee as designated.

Section 2. Notification About Temporary Employees. The Employer shall make every reasonable effort to notify the Union of the name and date of hire of any temporary employee doing work of the bargaining unit covered under this collective bargaining unit.

Section 3. P.E.O.P.L.E. Deductions. The employer shall deduct from the wages of any employee who is a member of the union a P.E.O.P.L.E. deduction as provided for in a written authorization. Such authorization must be executed by the employee before November 30 with the actual in the first check in January. The employee may revoke the authorization at any time by giving written notice to both the employer and the union. The employer shall emit any deductions made pursuant to this provision promptly to the union, with an itemized statement showing the name of each employee from whose pay such

deductions have been made and the amount deducted during the period covered by the remittance.

ARTICLE 8 - SENIORITY, REDUCTION IN FORCE AND RECALL

Section 1. Seniority Definition. An employee's seniority shall consist of the continuous accumulated service as a member of the bargaining agreement with the Proctor School Board. If multiple employees are entering the bargaining unit on the same day, seniority shall be assigned by a lot draw. A seniority list shall be provided on October 1 of each year with employees placed on the list by their total continuous accumulated days, months, and years and sent to the Union.

Section 2. Seniority Accrual. Seniority shall continue to accrue during periods of paid or unpaid sick leave, workers' compensation, vacation, approved leave of absence, summer recess, and for a period of up to one (1) year while the employee is on layoff.

Section 3. Job Classification. For the purpose of this Contract, existing job classifications are listed in "Attachment C," unless increased or decreased at the discretion of the Board. Compensation for any new classification that the Board might establish shall be a subject of bargaining with the Union.

For purposes of layoff and bumping, seniority shall govern, except that an employee cannot bump into a higher classification unless the employee is determined by the District to be qualified for the position.

Section 4. Layoff. Any permanent reduction in force shall be according to strict seniority with the last person hired to be the first laid off, provided, however, that employees reassigned because of layoff are qualified in the judgment of the Administration for the position available.

When it is necessary to transfer an employee due to any reduction in force resulting from attrition, the transfer will be done by seniority in that classification.

Administration shall have forty-five (45) working days to determine whether the reassigned employee is capable of performing the duties of the new job in a satisfactory manner. Leaves of absence, including sick leave and vacation days, will not be counted toward the forty-five (45) working days. If the Administration determines that a reassigned employee is not capable of performing the duties of the new job and the employee is removed from that job, such employee shall revert to his/her former position on the seniority list.

An employee on layoff or reduction in hours shall have the following rights and benefits.

1. Employees on layoff or reduction in hours shall be first called for substitute positions for Local 66 absences, but shall have the right to accept or refuse any substitute position offered. The rate of pay for substitute jobs will be 90% of the probationary wage for a substitute job in a job classification other than the employee's regular job classification or at the employee's regular rate of pay for a substitute job in her/his regular job classification.

Section 5. Recall. When it becomes necessary to recall employees from layoff, employees shall be rehired in reverse order of layoff by seniority, provided, however, that the employee is qualified in the judgment of the Administration for the position available.

Employee Notification of Layoff. All employees laid off or recalled shall be notified in writing by certified mail. All employees laid off shall be notified fifteen (15) days in advance of a layoff. All employees recalled shall report for work within twenty-one (21) calendar days after notification; in addition, these employees must respond within seven (7) working days after notification. Any employee not reporting for work within the above time limits shall be considered terminated except during summer employment. Seasonal employees are not dismissed for turning down summer employment.

Administration shall have forty-five (45) working days to determine whether the recalled employee is capable of performing the duties of the new job in a satisfactory manner. If the recalled employee returns to his or her former position, this forty-five (45) working day period shall not apply. Leaves of absence, including sick leave and vacation days, will not be counted toward the forty-five (45) days. If the Administration determines that a reassigned employee is not capable of performing the duties of the new job, and the employee is removed from that job, such employee shall revert to his/her position on the seniority list.

Section 6. During any permanent layoff, no substitute, provisional, probationary or any temporary short-term employee, except in case of emergency, shall be employed while any regular employee under this jurisdiction is laid off.

Section 7. Union Notification of Layoff. The Union shall be notified in advance of any contemplated layoff or recall prior to scheduling the same. Recall rights shall cease three (3) years after an employee is laid off. The date of layoff shall be defined as the last day the employee was required to report to work and shall not be changed due to the subsequent use of vacation, leaves defined under Article 18, or work as a substitute in a position defined in Attachment C to which a more senior employee continues to have "rights". However, in the event an employee on layoff substitutes in the same job classification from which they were laid off for 45 consecutive calendar days or more, said employee shall be granted a new date of layoff upon completion of the substitute work. Employees on layoff substituting in their same job classification shall be paid at the current rate of pay for that job classification, subject to the years of experience earned prior to layoff. Rates of pay for employees on layoff subbing in other job classifications will be governed by Article 20, Section 5.

ARTICLE 9 - PROMOTIONS AND VACANCIES

Section 1. Promotion into Supervisory Positions. Promotions to bargaining unit supervisory positions insofar as possible shall be made from the ranks of employees, providing the employee is qualified in the judgment of the Administration for the position available.

Section 2. Notice and Posting. During the school year, notice of all vacancies and newly created positions shall be posted on the employees' bulletin boards, on the District's website, and emailed; and at the end of the school year and the beginning of the subsequent school year, notice of all vacancies shall be emailed and posted electronically. Employees shall be given time equal to five (5) working days to make application for such positions. The senior employee making application shall be considered provided the employee is qualified in the judgment of the Administration for the position available.

Section 3. Promotions and Transfers. An employee is not limited on the number of times he/she may bid and be granted a job change within his or her own pay grade. Furthermore, an employee may bid and be granted a promotion more than once during the school fiscal year. Promotions are considered to be a job change to a higher pay grade.

Section 4. Employee Right to Transfer. A promoted/voluntary transferred employee has twenty (20) working days to determine whether he/she wishes to continue in the position to which he/she has been promoted/voluntary transferred. Should he/she desire to return to his/her former position within twenty (20) working days, he/she shall not lose seniority in his/her former position. Leaves of absence, including sick leave and vacation days, will not be counted toward the twenty (20) working days.

Section 5. District Right to Transfer. Should the School Administration, within forty-five (45) working days, decide the promoted/voluntary transferred employee is incapable of performing the duties of the new job in a satisfactory manner, the employee will be returned to the former position without loss of seniority. School administrators may, however, take an additional forty-five (45) working days, if deemed necessary, prior to making the final decision. Leaves of absence, including sick leave and vacation days, will not be counted toward the forty-five (45) working days.

ARTICLE 10 - DISMISSAL, SUSPENSION, OR DEMOTION

Section 1. Dismissal/Demotion. The School District may dismiss or demote an employee for cause. The District shall provide written notice to an employee that it intends to discharge or demote, by certified mail, containing the specific charges against him/her. A copy of this notice will also be sent to the Union. The effective date of the intended discharge or demotion shall be preceded by a ten (10) day suspension without pay. If the Union desires to contest the discharge or demotion, it must file a grievance within the ten (10) day suspension.

Section 2. Cause Defined. Employment relationship shall be broken and/or terminated if any employee for any of (but not limited to) the following reasons:

1. Quits.
2. Is discharged for just cause.
3. Has engaged in criminal damage to School District property.
4. Theft

5. Is absent from work for five (5) consecutive working days without notification to and approval by the Employer unless unable to notify for physical or other reasonable excuse.
6. Fails to indicate his/her intent to report to work within seven (7) working days after having received notice of recall by certified mail, unless the employee involved has both notified the Employer and received approval by the Employer for physical or other reasonable excuses.
7. Fails to report to work within three (3) working days after termination of a leave of absence.
8. Is retired.
9. Is on layoff for more than three (3) years.

The above time periods may be extended by mutual agreement between the School Board and the Union, and their respective representatives.

Section 3. Suspension. An employee may be suspended for cause as specified in Subd. 1 below. A suspended employee shall be entitled to receive written notice, by certified mail, containing the specific charges against him/her, with a copy to the Union. Any suspension shall be subject to the grievance procedure.

Subd. A. Causes for suspension are as follows:

1. Unauthorized or excessive absence from work, including leaving the job without proper notice to the supervisor.
2. Use of, possession of, or being under the influence of intoxicating beverages or drugs while on the job.
3. Immoral conduct on the job.
4. Insubordination.
5. Failure of an employee to do a satisfactory job.
6. Abuse of sick leave privileges.
7. Failure to promptly report a malfunction, damage to, or other problems with equipment or vehicles when such failures result in hazardous conditions or in curtailment of service, or cost or inconvenience to the School District or other employees. Reports should be confirmed in writing on proper school forms in triplicate.
8. Causing damage to School District property through negligent action.

Subd. B. The first suspension for any employee under this section may be for a period of up to three (3) days. The second suspension of any single employee under this section may be for a period of up to five (5) days. The third suspension of any single employee under this section may be for a period of up to ten (10) days.

ARTICLE 11 - HOLIDAYS

Section 1. Holidays. An employee will receive holiday pay at his/her regular rate for the following holidays: Labor Day, Thanksgiving, the day after Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve Day, New Year's Day, President's Day (third Monday in February), Good Friday (or the Monday following if school is in session), Memorial Day,

Juneteenth, and Fourth of July. If an employee is required to work on Easter Sunday, that employee shall receive holiday pay. Should school be in session on the third Monday in February, all employees shall be required to work, and time off shall be granted as provided in Section 3 of this Article, prior to the next July 1. When Christmas Eve Day occurs on a day when school is in session, an employee shall be required to work. The employee's supervisor and the employee shall attempt to resolve, by mutual agreement, when such employee shall take the day off for the Christmas Eve holiday. If no agreement can be reached prior to July 1 of the following year, the employee shall be paid for said holiday. When a holiday falls on a Saturday, the Friday preceding shall be a paid holiday, and when falling on a Sunday, the Monday following shall be a paid holiday. When two consecutive holidays occur, one on Friday and one on Saturday, the paid holidays shall be Thursday and Friday. When two consecutive holidays fall on Sunday and Monday, the paid holidays shall be Monday and Tuesday. All employees who are required to work on a day designated as a holiday under these scenarios shall be compensated according to Section 3 of this Article. Maintenance (MI) and Custodial Engineer (CI) employees will also be compensated according to Section 3 if they work on the actual holiday.

Section 2. Holiday on Vacation. An employee on vacation during which a holiday falls shall be granted an additional day off for the holiday. To be eligible for a paid holiday, an employee must be on paid status for both the regularly scheduled day before and after the holiday.

Section 3. Holiday Pay. An employee required to work any of the above holidays shall be compensated in one of two ways: (a) paid time and one-half (1-1/2) for hours worked on the holiday plus a day of holiday pay, or (b) paid at the regular rate for the hours worked on the holiday plus time and one half (1-1/2) off for the hours worked. The method of compensation shall be at the option of the employee by written request. Days taken off under Option (b) shall be taken on or before June 30 on a first-asked basis, subject to the approval of the Administration. Days not taken by June 30 will automatically be paid.

Section 4. Part-Time Employees. Those employees working less than forty (40) hours per week shall receive holiday pay on a prorated basis according to the average daily hours worked during the five (5) working days immediately preceding the holiday.

ARTICLE 12 - VACATIONS

Section 1. Vacation Accrual. Upon completion of the first six months of the probationary period, all classified employees shall accrue vacation on the following basis:

A. During the first five (5) years-one (1) day per month.

B. After five (5) years of employment through ten (10) years of employment, one and one-fourth (1-1/4) days per month.

C. After ten (10) years through fifteen (15) years of employment, one and one-half (11/2) days per month.

D. After fifteen (15) years through twenty (20) years of employment, one and three-fourths (1-3/4) days per month.

E. After twenty (20) years, two (2) days per month.

Section 2. Part-time Employees. Those employees working less than 173 hours per month shall receive paid vacation according to regularly scheduled daily hours approved by the School Board.

Section 3. Sick Leave on Vacation. Any employee having the misfortune to use sick leave while on vacation shall be covered under Article 18, Subdivision B. He/she shall be granted additional days of vacation for such time lost.

Section 4. Vacation Usage/Payout. Vacation earned beginning July 1 through June 30 shall be used by June 30 of the following year. By June 30, employees shall be paid in a separate check for any unused vacation.

Section 5. Vacation Requests. Vacation preference throughout the year shall be determined on a district-wide seniority basis subject to the approval of the Administration consistent with the needs of the School District. Vacation requests shall be filled out by March 1, and shall be due no later than April 1 following. Any change in vacation after the due date may be made with sufficient notice and subject to the approval of the Administration. When conflicts in vacation schedules arise, such conflicts shall be resolved on the basis of seniority in each job classification.

Section 6. Vacation days cannot be taken in units of less than one-half (1/2) day.

ARTICLE 13 - WORK WEEK, WORK DAY, AND OVERTIME POSITIONS

Section 1. Work Day/Work Week. All classified employees working under classifications included in Article 8 of this Contract shall work eight (8) hours per day and forty (40) hours per week, or as otherwise agreed upon between the Union and the Proctor School Board. Any change of hours of existing employees must be with the consent of the Union and reduced to writing, except when employees may be asked to report 1/2 hour early and leave 1/2 hour early, for snow removal. The District may set hours for newly hired employees as it deems advisable. Thereafter, however, any change in hours of such newly-hired employees must be with the consent of the Union and reduced to writing.

Section 2. Overtime. All employees shall be paid time and one-half (1-1/2) for all hours paid over forty (40) hours per week. Overtime will be offered according to seniority by building, classification, and assigned according to reverse seniority. For the purpose of this Article, MI, CI, CII, and CIII positions will be treated as one classification and paid at the rate of the assignment at 1 $^{1}/_{2}$ times the hourly rate.

Section 3. School Closings. Elementary and secondary secretaries, guidance secretary, maintenance and custodial engineers, custodial janitors, and custodians shall report to work on days when school has been canceled unless prior arrangements have been made with his/her supervisor. Cooks shall be paid a maximum of two (2) hours' pay provided they have

not received notification of the cancellation. All other employees are not expected to report for work unless prior arrangements have been made with his/her supervisor in writing.

Section 4. Lunch. All employees within the Unit shall receive one-half (1/2) hour duty-free lunch period per day. However, employees shall be required to staff emergency situations as determined by their supervisor. Employees required to work during their lunch period shall receive reasonable additional duty-free time without loss of pay to complete lunch.

Section 5. Emergency/School Closings. Employees who are required to work and report to work during emergency snow, ice, and cold weather school closings will receive two hours of comp time in addition to actual hours worked.

Section 6. Compensatory Time Off. Employees may, in lieu of cash, for overtime, take compensatory time off in accordance with the Federal Fair Labor Standards Act. Compensatory time must be taken by June 30. Any unused compensatory time will be paid to the employee on June 30.

Section 7. Occasional Additional Hours. Occasional, additional hours worked beyond the normally scheduled work day will be offered in rank order by: building, the person most recently assigned, coinciding schedule and classification. Benefit accruals will not be awarded for these occasional hours.

ARTICLE 14 - EMERGENCY WORK

Section 1. Call In. All employees called back after completing their workday shall be guaranteed no less than four (4) hours' pay for such an extra day.

Section 2. Personal Vehicle Use. Employees using their personal vehicles for transportation while on duty for the Proctor School District shall be compensated according to the current IRS reimbursement rate.

ARTICLE 15 - WORKERS' COMPENSATION

Section 1. Coverage. Employees in the bargaining unit are covered by Workers' Compensation and Insurance for any injury arising out of and in the course of their employment.

Section 2. Reporting. An employee shall, in the case of an employment accident, report the accident to his/her immediate supervisor before the close of the working day in which the accident occurs, if possible, but no later than the close of the next work day.

Section 3. Physician's Statement. When an employee is absent from his/her duties because of an employment accident or on-the-job illness, he/she shall file with the Business Office within three (3) days of the first day of absence or as soon thereafter as possible, a statement from a licensed physician confirming that an employment injury or illness does or does not exist. The Board may require the employee to submit a physical examination by a physician selected by the Board at any time during the leave period.

Section 4. Workers' Compensation. When a unit employee is injured on the job and is eligible to collect workers' compensation, he/she shall first draw from his/her accumulated sick leave, then overtime credits, and then accrued vacation days to make up the difference between the compensation and his/her regular salary.

ARTICLE 16 - WORKING RULES

Section 1. The Union and the Proctor School Board shall consider themselves mutually responsible for improving public service through the creation of improved employee morale and efficiency. In this connection, the parties shall encourage employees to conduct themselves on the job in a professional manner.

Section 2. Meet and Confer. Should a dispute arise on matters not specifically covered by this Contract, the parties agree to meet and confer in an effort to resolve their differences.

ARTICLE 17 - PROBATION PERIOD

Section 1. Time. All employees shall be considered probationary for the first three (3) working months from the date of hire. At the District's discretion, the probationary period may be extended an additional six months. If the probationary period is extended, the employee will be provided with a job performance evaluation at the time notification of the extension is given. If a new employee changes jobs before the completion of the probationary period, a new probationary period will begin starting at the point of the employee's promotion or job position change.

Section 2. Dismissal. During the probationary period, an employee may be subject to dismissal without recourse to the grievance procedure.

Section 3. Insurance Coverage. Probationary employees shall receive coverage of all insurances in accordance with the waiting period specified in the current insurance contracts.

Section 4. Sick Leave. Sick leave time shall accrue from the date of employment and shall be cumulative.

Section 5. Holidays. New employees shall be eligible to receive the paid holidays available to any other employee in their classification during their probationary period.

Section 6. Seniority. Upon completion of the probationary period, the employee's seniority shall date from the day of original employment.

ARTICLE 18 - LEAVES OF ABSENCE

Section 1. Sick Leave. Employees may accumulate unlimited sick leave on the basis of eight (8) hours per full month worked. Those working less than 173 hours per month shall receive sick leave according to regularly scheduled daily hours approved by the School Board. No sick leave can be earned during a month that an employee is on sick leave over

half a month, or appears on the payrolls as "no pay" for five (5) or more days during a work month.

Subd. A. Doctor's Letter. In the event that a medical certificate will be required, the employee will be so advised.

Subd. B. Hospitalization/Serious Illness on Vacation. An employee becoming hospitalized or seriously ill during his/her scheduled vacation will be granted use of sick leave for such period of hospitalization and reasonable recovery period provided he/she submits to the Administration a statement from the attending doctor.

Subd. C. Medical Certificate. A medical certificate shall be required of all employees on sick leave for more than fifteen (15) calendar days prior to returning to work and the Administration may require substantiation of any illness by medical exam for absence.

Subd. D. Use of Sick Leave. Sick leave days cannot be taken in units of less than two (2) hours.

Subd. E. Abuse. Any employee abusing sick leave benefits shall be subject to disciplinary action and could be discharged for cause.

Subd. F. Retirement. All employees who have accumulated up to nine hundred sixty (960) hours of sick leave on the accepted date of retirement with at least ten (10) consecutive years of employment in the School District shall be credited with an amount equal to 100% of the current value of their unused sick leave to the maximum of nine hundred sixty (960) hours. From this credited amount, the School District shall deposit, on an annual basis, an amount of money of the highest-priced family plan to be in effect the next school year, into the "Post-Retirement Health Care Savings Plan" (P.H.C.S.P.) administered by the Minnesota State Retirement System (M.S.R.S.) until the retiree's sick leave account is expended. Also that:

1. The employee must have been employed by the School District for at least ten (10) consecutive years prior to retirement.

2. The employee's resignation for retirement must be in conformance with School Board policy.

3. Retired employees will receive up to one hundred twenty (120) days towards their medical insurance.

Section 2. Family and Medical Leave (FMLA). The District shall comply with the requirements of the Family and Medical Leave Act. An employee who qualifies for FMLA leave may choose to substitute sick leave where appropriate, vacation, or personal leave time for any or all of the FMLA leave.

Section 3. Minnesota Parenting Leave. The District shall comply with the requirements of Minnesota's Parenting Leave as per state statute. An employee who qualifies for

Minnesota's Parenting Leave may choose to substitute sick leave where appropriate, vacation, or personal leave time for any or all of the leave.

Section 4. School Conference and Activities Leave. The District shall comply with the requirements of Minnesota's School Conference and Activities Leave as per state statute.

Section 5. Other Leaves of Absence. Other leaves of absence of more than fifteen (15) work days shall be granted upon agreement between the Union representative and the Proctor School Board for the periods of time satisfactory to both parties. All requests for leave of absence shall be submitted in writing. Employee requests for fifteen (15) or fewer consecutive working days off without pay for any personal reason may be considered and approved by mutual agreement between the Administration and employee. Provisions for such absence shall be made with consideration to the needs of the employer but without discrimination to the employees.

Section 6. Bereavement Leave. In the event of a death or sickness in the immediate family of an employee, the employee will be entitled to one day of paid leave for bereavement and up to a maximum of five (5) days leave with pay at the discretion of the Administration, to be deducted from accumulated sick leave or vacation time; any other bereavement leave granted to be deducted from sick leave or from vacation time.

The immediate family is defined as the spouse, parents of the employee, parents of the spouse, children, brothers and sisters of the employee and of the spouse, wards of the employee, or other members of the family living within the immediate household of the employee.

Section 7. Personal Business Leave. A permanent employee shall be granted a leave for business or personal situations that arise requiring the employee's personal attention. The personal business day will be deducted from sick leave. Personal business days will be limited to one day per year.

Subd. A. Notification of intention to take personal business must be made in writing to the Superintendent or his/her designee, at least one (1) school day in advance, except in the event of an emergency.

Subd. B. Limitations: Not more than five percent (5%) of the staff will be approved and compensated for personal leave on a particular day.

Section 8. Return From Approved Leave. An employee who is on an approved leave of absence by the Proctor School Board shall return to his/her former position or a position of equal hours in the same classification upon the completion of the leave of absence. No leave of absence shall exceed one year, except for medical leaves of absence or those leaves of absences required by law. The employee's seniority shall continue to accrue as though they were continuously employed.

ARTICLE 19 - HOSPITALIZATION AND LIFE INSURANCE

Section 1. Premium. The School District agrees to pay the full premium for the VEBA 830 plus $100 for single coverage under the hospitalization and medical coverage contracted for.

Provided the Teachers' Bargaining Unit receives dental coverage, this bargaining unit will be provided single coverage paid for by the employer.

Section 2. Family Coverage. If an employee is eligible and desires family coverage, the School District shall pay $270.00 per month toward the additional premium expense for the 2023-2025 school years.

Section 3. Retirement. The School District will also offer hospitalization and medical coverage on the same basis as above to any employee after retirement. (See Article 18.)

Section 4. Changes in Coverage. Any changes in the coverage of the District health insurance policy (as contrasted with the District's contribution to the premium) negotiated by the exclusive representative of the Proctor teachers during the term of the Contract shall be promptly presented for ratification for employees covered by this Contract.

Section 5. Life Insurance. Each employee shall be covered by a $30,000 Double Indemnity Life Insurance Policy. All premiums shall be paid by the School District.

Section 6. Employees Covered. Any employee who works full-time or not less than nine months in a Contract year shall be considered a full-time employee for the purpose of this Article and entitled to the full benefits thereof.

Section 7. Employees Covered. Hospitalization, medical insurance, life insurance, and long-term disability benefits shall be paid for employees regularly scheduled to work twenty-five (25) hours per week. If an employee regularly scheduled for less than twenty-five (25) hours per week desires to maintain the coverage, that employee must pay the premium. Any employee who is currently working 22 hours and receiving health benefits during the 2016-2017 school year, will be "grandfathered in" and continue to receive health benefits.

Section 8. Continuation of Coverage. The District shall not be required to pay hospitalization, medical, life or long-term disability insurance premiums for employees on leave of absence. Employees may elect to continue the coverage by paying the premium. In the event of the death of an active employee, his/her spouse may continue, at their own cost, in the School District's hospital-medical insurance in accordance with state and federal laws.

Section 9. Long-Term Disability. The School District shall provide long-term disability insurance protection for employees regularly scheduled to work at least twenty-five (25) hours per week. The plan shall provide two-thirds (2/3) of basic salary (exclusive of overtime) after an employee who has been disabled for ninety (90) calendar days, not to exceed $1,500 per month. Coverage shall be provided until the employee attains the age of 65. An employee qualifying for long-term disability protection shall receive benefits from the insurance company and be ineligible to claim sick leave benefits while on long-term disability.

ARTICLE 20 - WAGE RATES

Section 1. Wage Rates. The following monthly wage rates shown in Attachments "A" and "B" shall be divided equally and paid semi-monthly to all employees for classification shown

herein and shall prevail for all employees covered by this contract throughout the life of this contract. No lower rates shall be paid for classes of work covered herein unless otherwise agreed between the Union and the School Board. Attachment "D" contains the Pay Equity Implementation.

(a) 2023-2024 school year: 3% per hour increase in wages
(b) 2024-2025 school year: 1% per hour increase in wages

Beginning with the 2024-25 contract year, all members who have obtained fifteen (15) years of service, will receive an additional increment of $400 annually on the employee's anniversary date of hire.

For the 2023-24 school year only, at the end of fifteen (15) years of service, a one-time (1) longevity bonus of $400 will be given to each employee on the employee's anniversary date of hire. At the end of twenty (20) years of service, a one-time (1) longevity bonus of $750 will be given to each employee on the employee's anniversary date of hire. At the end of twenty-five (25) years of service, a one-time (1) longevity bonus of $1,050 will be given to each employee on the employee's anniversary date of hire. This longevity bonus will not be applied to the employees's base wage.

Section 2. Clerical Steps. All employees hired within the clerical series may be hired in Step 1, 2, or 3 at the discretion of the Administration.

Section 3. Wage Step Increase. All employees will be granted their wage step increase on their anniversary date of hire.

Section 4. Exclusive Representation. There shall be no agreements, either written or otherwise entered into with any employee in this bargaining unit, established by the Bureau of Mediation Services, either collectively or individually, that in any way conflicts with the terms and conditions agreed upon herein in this contract.

Section 5. Pay Steps/Probationary Wage. As of the effective date of this contract, all classified employees employed within this jurisdiction shall be paid according to the pay ranges and steps for years of services as established herein. Retired employees returning to substitute in the employee's former classification shall be paid 90% of the top wage step for that classification. Existing employees working in another job classification shall be paid the top rate of pay of that classification or their current job classification rate of pay, whichever is higher.

Section 6. New Positions. Any new position created shall be first negotiated with the Union as to the rates of pay and posted for bidding according to Article 9.

Section 7. Pay Equity. Pay equity will be reopened subject to the state's determination if the employer is not in compliance with pay equity.

Section 8. Shift Differential for Night and Weekend Custodial and Maintenance Staff. All custodial and maintenance staff assigned to work the evening shift, anything starting at 2:00 p.m. or later, or a weekend shift (Saturday and/or Sunday), will be paid a shift differential of twenty-five cents ($.25) per hour.

Section 9. Custodial Technicians Salary Range. Pay Grade 11, there will be a fifty cents ($.50) hourly increase awarded for each boiler license attained, e.g., Special Engineer, Second Class, First Class, Chief, and a fifty cents ($.50) increase for pool license.

ARTICLE 21 - JURY DUTY AND WITNESS SERVICE

Section 1. Any employee called for jury duty on scheduled work days shall be compensated for the difference between the jury duty pay and regular pay as though he/she had been working on those days. Employees called but not selected for jury duty shall return to work.

Section 2. An employee subpoenaed by the Union in an action against the District shall not be paid his regular wage.

ARTICLE 22 - MISCELLANEOUS PROVISIONS

Section 1. Military Service. Any employee entering the Army, Navy, Air Force, Coast Guard, or Marine Corps on active duty shall upon his/her return from such service be entitled to reinstatement in his/her job at the prevailing rate. He/she shall suffer no loss of seniority for periods of compulsory military duty for periods of military reserve training.

Section 2. Savings Clause. Should any provision be found to be in violation of any Federal, State, or Local law or ordinance by a court of competent jurisdiction, all other provisions of these Rules and Regulations shall remain in full force and effect for the duration of these Rules and Regulations.

Section 3. National Guard or Reserve Duty. Any employee required to attend the National Guard or Reserve Training Camp will be compensated on the basis of the difference between government pay and regular earnings but for a period no longer than 15 days.

Section 4. In-Service. Any employee who is required by the District to participate in in-service training in excess of his/her workweek shall be compensated for such time that such training is in session at his/her regular rate of pay.

Section 5. In-Service/Conference Days. Employees who will not be required to work on In-Service/Conference Days shall be notified in writing at least two (2) weeks prior to such In-Service/Conference Days if such days vary from the approved calendar.

Section 6. Professional Learning Days. The District recognizes there are times when more training may be required. The District will review annually the supplemental and required training needed and will schedule those days, allowing for a 30-day notice of supplemental training days or hours. Educational Assistants will receive two (2) days of in-service training at the beginning of the academic year.

ARTICLE 23 - GRIEVANCE PROCEDURE

Section 1. Definition of Grievance. A grievance shall mean a dispute concerning the interpretation or application of this contract.

Section 2. Settlement of Grievance. Any grievance shall be considered settled at the completion of any step in the procedure, if all parties concerned are mutually satisfied. Dissatisfaction is implied in recourse from one step to the next.

Section 3. Time Periods. Time periods may be altered by mutual agreement.

Section 4. Filing and Postmark. The filing or service of any notice or document herein shall be timely if it is personally served or if it bears a certified postmark of the United States Postal Service within the time period.

Section 5. Time Limitation and Waiver. Grievances shall not be valid for consideration unless the grievance is submitted in writing to the School Board's designee, setting forth the facts and the specific provision of the agreement allegedly violated, and the particular relief sought within ten (10) working days after the date 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. Failure of the District or its designee to respond to the grievance within the specified time period shall be deemed a denial of the grievance. The employee or the Union may proceed to the next level of the procedure.

Section 6. Step I. The aggrieved employee and the Union Business Representative shall within ten (10) working days of the date the grievance occurred, present the facts to the immediate supervisor in writing, signed by the employee, and a copy sent to the Superintendent of Schools.

Section 7. Step II. Within ten (10) working days thereafter, the immediate supervisor shall submit his/her answer to the Union Business Representative and the aggrieved employee. The employee and/or his/her representative shall agree to discuss the grievance with the immediate supervisor, if he/she requests it, prior to his/her written response.

Section 8. Step III. Should the Union decide that the reply of the immediate supervisor is unsatisfactory, the Union shall, within ten (10) working days, submit the facts of the grievance in writing to the Superintendent of Schools. The Superintendent shall respond in writing to the grievance within ten (10) working days of meeting with the Union.

Section 9. Step IV. If the Union is dissatisfied with the Superintendent's response, it may appeal to arbitration within ten (10) working days of receipt of the Superintendent's response by filing a notice of intention to proceed to arbitration with the Clerk of the School Board and a copy to the Superintendent.

Section 10. Step V. Arbitration Procedures:

Subd. A. Selection of Arbitrator. Upon receipt of notice of the intention of the Union to proceed to arbitration, the parties shall, within ten (10) working days after the request to arbitrate, attempt to agree upon the selection of any arbitrator. If no agreement on an arbitrator is reached, either party may request the PERB to appoint an arbitrator, pursuant to M.S. 179.70, Subd. 4, providing such a request is made within twenty (20) working days after the request for arbitration. Failure to agree upon an arbitrator or the failure to request an arbitrator from PERB within the time periods provided herein shall constitute a waiver of the grievance.

Subd. B. Decision. Decisions 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 P.E.L.R.A.

Subd. C. Expenses. Each party shall bear its own expenses for 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. However, the party ordering a copy of such a transcript shall pay for such copy.

Subd. D. Jurisdiction. The arbitrator shall have jurisdiction over disputes or disagreements relating to grievances properly before the arbitrator pursuant to the terms of this procedure. The jurisdiction of the arbitrator shall not extend to proposed changes in terms and conditions of employment as defined herein and contained in this written agreement; nor shall an arbitrator have jurisdiction over any grievance which has not been submitted to arbitration procedure as outlined herein; nor shall the jurisdiction of the arbitrator extend to matters of inherent managerial policy, which shall include but are not limited to such areas of discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, the organizational structure, and selection and direction and number of personnel. In considering any issue in dispute, in its order, the arbitrator shall give due consideration to the statutory rights and obligations of the public school boards to efficiently manage and conduct its operation within the legal limitations surrounding the financing of such operations.

ARTICLE 24 - SAFETY AND HEALTH

Section 1. Both parties hold themselves responsible for mutual, cooperative enforcement of safety rules and regulations.

Section 2. Safety Committee. The Union agrees to conduct an election to appoint two (2) safety committee members from this Unit to serve on the General Safety Committee. The Union agrees to conduct an election in each facility to elect an employee as OSHA Walk Around Representative for this group.

ARTICLE 25 - DURATION

Section 1. Term and Reopening Negotiations. This Agreement shall remain in full force and effect for a period commencing on July 1, 2021, through June 30, 2023, and thereafter until modifications are made pursuant to the P.E.L.R.A. If either party desires to modify or amend this Agreement commencing on July 1, 2023, it shall give written notice of such intent no later than ninety (90) days prior to said expiration. Unless otherwise mutually agreed, the parties shall not commence negotiations more than ninety (90) days prior to the expiration of this Agreement.

Section 2. Effect. This Agreement constitutes the full and complete Agreement between the School Board and the exclusive representative representing the employees. The provisions herein relating to terms and conditions of employment supersede any and all prior Agreements, resolutions, practices, school district policies, rules or regulations concerning terms and conditions of employment inconsistent with these provisions.

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 terms 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.

ARTICLE 26 - RETIREMENT

The District will match contributions made by each employee, up to $300 per year into a 403b account. Employees must work a minimum of twenty-five (25) hours to be eligible and have five (5) years of service.

By _____
Director, AFSCME Council 5

By _____
Field Representative, AFSCME Local 66

By _____
President, AFSCME Local 66

By _____
Unit Chair

Date: 8 · 21 · 23

By _____
Chair, ISD 704 Board of Education

By _____
Clerk, ISD 704 Board of Education

By _____
Chief Board Negotiator

Date: 8.14.23

ATTACHMENT A - 2023-2024 Salary Schedule

	Hourly Rate			
Pay Grade	**0-1 Year**	**1-2 Years**	**2+ Years**	**8+ Years**
B	$27.74	$29.77	$31.99	$32.63
A	$22.60	$24.63	$33.99	$33.99
1	$22.06	$23.89	$25.97	$26.49
2	$21.72	$23.51	$25.54	$26.06
3	$21.42	$23.20	$25.15	$25.65
4	$21.08	$22.84	$24.75	$25.24
5	$20.80	$22.51	$24.39	$24.88
6	$20.47	$22.15	$23.97	$24.45
7	$20.16	$21.83	$23.66	$24.14
8	$19.88	$21.49	$23.27	$23.74
9	$19.58	$21.16	$22.91	$23.37
10	$19.32	$20.88	$22.58	$23.03
11	$19.02	$20.55	$22.22	$22.67
12	$18.80	$20.28	$21.92	$22.36
13	$18.50	$19.97	$21.57	$22.01
14	$18.25	$19.67	$21.27	$21.70
15	$17.97	$19.41	$20.95	$21.37
16	$17.75	$19.09	$20.62	$21.03
17	$17.49	$18.85	$20.35	$20.76
18	$17.26	$18.57	$20.04	$20.44
19	$17.04	$18.34	$19.80	$20.19
20	$16.79	$18.05	$19.46	$19.85

ATTACHMENT B - 2024-2025 Salary Schedule

	Hourly Rate			
Pay Grade	**0-1 Year**	**1-2 Years**	**2+ Years**	**8+ Years**
B	$28.01	$30.07	$32.31	$32.96
A	$22.83	$24.88	$34.33	$34.33
1	$22.28	$24.13	$26.23	$26.76
2	$21.94	$23.75	$25.80	$26.32
3	$21.64	$23.43	$25.40	$25.91
4	$21.29	$23.07	$25.00	$25.50
5	$21.01	$22.73	$24.63	$25.13
6	$20.67	$22.37	$24.21	$24.70
7	$20.36	$22.05	$23.90	$24.38
8	$20.08	$21.71	$23.50	$23.97
9	$19.77	$21.37	$23.14	$23.61
10	$19.52	$21.09	$22.80	$23.26
11	$19.21	$20.75	$22.44	$22.89
12	$18.99	$20.48	$22.14	$22.58
13	$18.69	$20.17	$21.79	$22.23
14	$18.43	$19.87	$21.49	$21.92
15	$18.15	$19.60	$21.16	$21.58
16	$17.93	$19.28	$20.82	$21.24
17	$17.66	$19.04	$20.55	$20.97
18	$17.43	$18.76	$20.24	$20.64
19	$17.21	$18.53	$20.00	$20.40
0	$16.95	$18.24	$19.66	$20.05

ATTACHMENT C - "Classifications/Pay Grades"

Classification	Grade	Pay Grade
Clerks	Clerk-IV	9
Middle School Secretary		9
Sr. High Secretary		9
Guidance Secretary		9
Bay View School Secretary		9
Food Service Coordinator		9
Elementary Secretary	Clerk-V	9
Technology Support Specialist		10
Technology Support Technician		14
Media Center Clerk		13
Attendance Aide		12
Educational Assistant		19
Highly Qualified Educational Assistant		16
Highly Qualified Bus Aide		16
Bus Aide		19
Print Shop Monitor		13
Student Monitor		20
COTA		7
PTA		7
Deaf Interpreter		7
Health Technician/RN		A
LPN		12
District Facilities Engineer		B
Maintenance	M-I	1
Custodial Engineer (H.S.)		1
Custodial Engineer	C-I	2
Custodial Janitor	C-II	4
Custodian	C-III	15
Custodian Technician		11
Head Cook		13
Cook -- 150 or less	CO-I	17
Cook Assistant	CO-III	20
Cook Assistant (Licensed)	CO-III	17
Food Service Buyer		12

ATTACHMENT D

MEMORANDUM OF UNDERSTANDING

If the school calendar changes during the school year to provide additional Parent Teacher Conferences, the School District will make every effort to provide makeup work for Local 66 employees.

ATTACHMENT E

MEMORANDUM OF UNDERSTANDING

The School District will make every effort to contract asbestos removal with private companies.

ATTACHMENT F

MEMORANDUM OF UNDERSTANDING

The District and the Union agree to establish a Labor/Management committee consisting of three representatives of the Union and three of management to review the process of testing when filling vacancies and provide recommendations to the District. The District and the Union agree to meet and confer regarding these recommendations.