

**MASTER AGREEMENT**

**BETWEEN**

**THE OGILVIE SCHOOL DISTRICT  
ISD NO. 333**

**AND THE**

**OGILVIE EDUCATION SUPPORT PERSONNEL ASSOCIATION**

**2019-2021**

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## **ARTICLE I - PURPOSE**

This Agreement is entered into between Independent School District No. 333, Ogilvie, Minnesota, hereinafter referred to as the school district, and the Ogilvie Education Support Personnel Association, hereinafter referred to as exclusive representative, pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, as amended, hereinafter referred to as P.E.L.R.A., to provide the terms and conditions of employment for eligible support personnel for the duration of this Agreement.

## **ARTICLE II - RECOGNITION OF EXCLUSIVE REPRESENTATIVE**

Section 1: Recognition: In accordance with P.E.L.R.A., The school district recognizes the Ogilvie Education Support Personnel Association as the exclusive representative of eligible support personnel employed by the school district, which exclusive representative shall have those rights and duties as prescribed by P.E.L.R.A. and as described in this Agreement.

Section 2: Appropriate Unit: The exclusive representative shall represent all food service employees, maintenance employees, transportation employees, and paraeducators employed by Independent School District No.333, Ogilvie, MN, who are public employees within the meaning of Minnesota Statute 179A.03 subdivision 14, excluding supervisory, confidential and all other employees.

## **ARTICLE III - DEFINITIONS**

Section 1: Terms and Conditions of Employment: The term “terms and conditions of employment” means the hours of employment, the compensation therefore including fringe benefits except retirement contributions or benefits other than employer payment of, or contributions to, premiums for group insurance coverage for retired employees or severance pay, and the employers personnel policies affecting the working conditions of the employees. Terms and conditions of employment are subject to the provisions of P.E.L.R.A.

Section 2: Employee: The term “employee” will mean any person within this bargaining unit who is employed by the school district and who is a public employee as defined by P.E.L.R.A. and excludes any employees who devote more than 50% of their time to administrative or supervisory duties, confidential employees, and such other employees who are excluded by law.

Section 3: School Board: For purposes of administering this Agreement, the term “school board” shall mean the school district or its designated representative.

Section 4: Substitute: The term “substitute” will mean any person who is temporarily employed by the school district to replace another school district employee who is absent from work. School district policy will be in effect for substitutes who are employed less than 67 days in a calendar year. Substitutes employed for 68 days or more per calendar year shall be under the terms of this Master Agreement.

Section 5: Other Terms: Terms not defined in this Agreement shall have those meanings as defined by P.E.L.R.A.

## **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 on matters on inherent managerial policy, which include, but are not limited to, such areas of discretion of 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.

Section 2: Management Responsibilities: The exclusive representative recognizes the right and obligation of the school district to efficiently manage and conduct the operation of the school district within its legal limitations and with its primary obligation to provide educational opportunity 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 as prescribed by the school district and shall be governed by the laws of the State of Minnesota, and by school district 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 district insofar as such rules, regulations, directives and orders are not inconsistent with the terms of this Agreement. Any provision of this Agreement found to be in violation of any such laws, rules, regulations, directives or orders shall be null and void without force and effect.

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

## **ARTICLE V - EMPLOYEE RIGHTS**

Section 1: Dues: Any employee, who is a member of the exclusive representative or who has applied for membership, may sign and deliver to the school district, a written authorization of deduction of membership dues and contributions for the organization of the exclusive representative, including the state and national organizations. Such authorization shall continue in effect from year to year unless revoked in writing between June 1 and September 1 of any year.

Section 2: Right to Organize: The school district agrees that every employee of the school district shall have the right to freely organize, join and a right not to join, for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under laws of the State of Minnesota, the school district undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by P.E.L.R.A. or other laws of Minnesota or the Constitutions of Minnesota and the United States.

Section 3: Payroll Deduction Dates: The membership dues shall be deducted in equal amounts from the paychecks beginning with the first pay date in October through the first pay date in June. Deductions for employees who are employed after the commencement of the school year shall be appropriately pro-rated to complete payments by the first pay date in June, of each school year.

Section 4: Transmittal of Dues and Fees: The school district agrees to promptly remit all sums deducted by the school district to the treasurer of the exclusive representative at the end of each month.

Section 5: Union Business: Duly authorized representatives of the exclusive representative and their respective affiliates shall be permitted to transact official organizational business on school property at reasonable times during scheduled employee breaks. These representatives will notify the administrative office of their presence in the building.

The exclusive representative will be able to use the school district buildings for local meetings without charge. Regional or state or national meetings of the exclusive representative may be held in the buildings of the school district subject to the school district rental policies.

The exclusive representative group will be granted up to two paid days per year for attendance at NEA, AFT, or Education Minnesota meetings. The president of the exclusive representative will provide written notification to the Superintendent not less than forty-eight (48) hours prior to the date of intended use of said leave. The exclusive representative will reimburse the school district for the actual cost of the substitute for such leave.

Section 6: Personnel File: Pursuant to the Minnesota Data Practices Act, all employment data collected by the school district concerning an employee will be available for review by that employee. Such data will be maintained in the school district's personnel files. The employee may copy any information contained in his/her personnel file. If the employee believes that the information contained in his/her personnel file is false or inaccurate, he/she will have the right to grieve such information through the grievance

procedure in this Agreement. An employee will have the right to attach a written rebuttal to any information contained in his/her personnel file. If the employee views his/her file, he/she may not take the file out of the business office. Employees will need to sign and date a "record of viewing" sheet found in each personnel file whenever they view the file.

## **ARTICLE VI - BASIC SCHEDULES AND RATES OF PAY**

Section 1: Rates of Pay: The wages and salaries reflected in the compensation schedules in the attached appendixes shall be effective for the appropriate school years and thereafter until a new Agreement has been negotiated.

Section 2: Pay Periods: Employees will be paid, through electronic direct deposit, on the 5<sup>th</sup> and 20<sup>th</sup> of each month based on the time cards and/or employees time report forms which have been submitted to the school district. Employees, whose salary can be calculated for a full year, will have the option of 19 or 24 pay periods. Employees, who wish to be paid using the 24 pay periods, must notify the district in writing no later than fifteen (15) workdays before the first pay date of that fiscal year. Employees, whose salary cannot be calculated for a full year, will be paid on the 5<sup>th</sup> and 20<sup>th</sup> of each month based on the time cards and/or employee time report forms, which they have submitted to the district. Salary adjustments (additions to pay and subtractions from pay) will be made each pay period.

Section 3: Initial Step Placement: All new employees will be placed on step one of the appropriate salary schedule except as follows:

Subd. 1. A person, who has been employed by the school district in a position outside of this unit and who is subsequently employed by the school district into a position in this unit will be given salary schedule step placement credit for the amount of experience previously earned in the school district. An employee in this bargaining unit who applies for and is transferred into another position within this bargaining unit which is in a different seniority category, will be given salary schedule step placement credit for the amount of experience previously earned in the school district.

Subd. 2. Former employees of the school district will be given salary schedule step placement for the amount of experience previously earned in the district. Retirees of the District who are subsequently employed in positions within the District will start over at base pay.

New Subd. 3. Prior Experience A new employee to the District with experience in another school system or equitable work environment, shall not be placed higher on the compensation schedule than the actual employee's years of experience.

Section 4: Annual Step Advancement: Step 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 will not receive a step advancement until a successor Agreement is ratified by both parties.

Subd. 1. Regular Employees: Each employee will advance one step on the appropriate compensation schedule beginning with his/her first workday after July 1 each year provided that such employee has been on paid status for at least **115** workdays during the previous fiscal year.

Subd. 2. Substitutes: Substitutes may advance to step 2 on the appropriate compensation schedule based on the following requirements:

- A. Bus and van drivers - After having worked an equivalent of **56** days or dollar amount (Base route daily pay of \$64.31 X 56 days = \$3,601.36) in a calendar year.
- B. All other employees - After completing **588** hours of work in a calendar year.
- C. Compensation for this substitute single step advancement will begin on substitute's first workday after July 1, after having completed the requirements listed in this subdivision. Substitutes may not advance beyond step 2 of the compensation schedule.

Section 5: Extra-Curricular Schedule: Any employee who performs Extra Curricular duties for the school district will be paid in accordance with the Extra Curricular Schedule in the current Ogilvie Teacher's Master Agreement.

### 2019-2020 Compensation Schedule

**Categories:**

**A=Paras, Food Service, & Van Drivers;**

**B=Maintenance; and C=Bus Drivers**

| Steps | A     | B     | C     |
|-------|-------|-------|-------|
| 1     | 12.30 | 12.30 | 65.52 |
| 2     | 12.55 | 12.55 | 65.68 |
| 3     | 12.81 | 12.81 | 66.17 |
| 4     | 13.07 | 13.07 | 67.26 |
| 5     | 13.83 | 14.09 | 68.90 |
| 6     | 13.93 | 14.20 | 70.57 |
| 7     | 14.09 | 14.35 | 72.24 |
| 8     | 14.20 | 14.45 | 73.45 |
| 9     | 14.35 | 14.60 | 73.72 |
| 10    | 14.60 | 14.86 | 74.11 |
| 11    | 14.70 | 14.96 | 74.50 |
| 12    | 14.86 | 15.12 | 74.89 |
| 13    | 14.96 | 15.22 | 75.28 |
| 14    | 15.12 | 15.37 | 75.67 |
| 15    | 15.63 | 15.88 | 76.06 |
| 16    | 15.73 | 15.98 | 76.35 |
| 17    | 15.88 | 16.14 | 77.38 |
| 18    | 15.98 | 16.25 | 78.41 |
| 19    | 16.14 | 16.40 | 79.43 |
| 20    | 16.40 | 16.65 | 80.46 |
| 21+   | 16.65 | 16.91 | 81.48 |

### 2020-2021

### Compensation Schedule

| Steps | A     | B     | C     |
|-------|-------|-------|-------|
| 1     | 12.55 | 12.55 | 65.77 |
| 2     | 12.80 | 12.80 | 65.93 |
| 3     | 13.06 | 13.06 | 66.42 |
| 4     | 13.32 | 13.32 | 67.51 |
| 5     | 14.08 | 14.34 | 69.15 |
| 6     | 14.18 | 14.45 | 70.82 |
| 7     | 14.34 | 14.60 | 72.49 |
| 8     | 14.45 | 14.70 | 73.70 |
| 9     | 14.60 | 14.85 | 73.97 |
| 10    | 14.85 | 15.11 | 74.36 |
| 11    | 14.95 | 15.21 | 74.75 |
| 12    | 15.11 | 15.37 | 75.14 |
| 13    | 15.21 | 15.47 | 75.53 |
| 14    | 15.37 | 15.62 | 75.92 |
| 15    | 15.88 | 16.13 | 76.31 |
| 16    | 15.98 | 16.23 | 76.60 |
| 17    | 16.13 | 16.39 | 77.63 |
| 18    | 16.23 | 16.50 | 78.66 |
| 19    | 16.39 | 16.65 | 79.68 |
| 20    | 16.65 | 16.90 | 80.71 |
| 21+   | 16.90 | 17.16 | 81.73 |

### Paraeducators:

The above hourly compensation will be paid during the Paraeducators normal duty day. If his/her immediate supervisor schedules any mandatory meetings before or after the normal workday, then each paraeducator who is asked to attend such meeting(s) will receive the above hourly rates of pay for such additional meetings.

Nonlicensed paraeducators cannot be assigned as substitutes for an absent teacher nor be assigned teaching duties.

Paraeducators who paid for, and took the Para Pro Test at Ogilvie Public Schools, will be reimbursed \$15.00 of the testing fee paid, through District Payroll, if the individual works within the initial 6-month period of time after passing the test.

### Food Service Employees:

1. Food Service Certification: The school district will pay for food service certification fees when deemed necessary by the district. If food service certification classes/seminars are scheduled outside of the employee's normal workday, the school district will compensate the employee for attendance at such classes/seminars.
2. Staff Development: The school district will provide opportunities for food service employees to attend workshops and food shows. The school district will pay mileage, meals, and registration for such activities. Employees will be on paid status for such activities.
3. Special Events: Every food service employee is required to work a shift, on the annual District's Open House day, as designated by the Food Service Director. Food service employees, who are scheduled for banquet work or special events outside of their normal workday, will be paid their

normal rate of pay with a minimum of two hours of compensation per event, plus a \$16.00 stipend per person per event.

4. When the Food Service Supervisor is absent, a food service staff person may be assigned to coordinate duties for the day at the rate of \$1.00 per hour of additional compensation for that day.
5. Shoe Allowance:  
The District will provide up to \$200 per year to each food service employee for the purpose of reimbursing the food service employee for work shoes purchased from a District-approved vendor. Shoe recommendations by an employee's physician will be honored. The food service employee must submit a receipt before receiving reimbursement  
Reimbursement will be prorated for less than full-time employees.
6. If a Food Service employee is not able to perform the specific functions of her/his job due to illness but it is well enough to work other assignments, he/she may choose to accept any available alternative assignments that day, use PTO to receive the time paid, or take the time unpaid.

**Maintenance Employees:**

1. Maintenance employees who perform weekend and building security checks will be paid mileage plus \$15.00.
2. Pool Certification  
Maintenance employees who have a current pool license will be paid an additional \$200.00 per fiscal year. The license must be posted on the premises.
3. Boiler License  
Maintenance employees who have a current Specialist Boiler License or Second Class Boiler License will be paid an additional \$200.00 per fiscal year. The license must be posted on the premises.  
  
Maintenance employees who have a current First Class Boiler License or a Chief's Boiler License will be paid an additional \$300.00 per fiscal year. The license must be posted on the premises.
4. Vacation time will be provided to all twelve-month maintenance employees as follows:
  - A. Eighty (80) hours after the first year of employment. Up to forty (40) hours may be taken after 6 months of work. Vacation shall be accrued at the rate of eight (8) hours per month at the end of each month. Vacation Time is prorated for part-time employment.
  - B. One hundred twenty (120) hours after the seventh year of employment. Vacation shall be accrued at the rate of twelve (12) hours per month at the end of each month.
  - C. One hundred sixty (160) hours after the fifteenth year of employment. Vacation shall be accrued at the rate of sixteen (16) hours per month at the end of each month.
  - D. Vacation is accrued on a fiscal year basis based on the actual first day of work for each employee.
  - E. Unused vacation time may accumulate to a maximum credit of six hundred forty (640) hours per employee.
  - F. Requests for vacation time of two (2) or more consecutive work days must be made in writing to the immediate supervisor on the properly completed request form at least three (3) days in advance.
  - G. Upon retirement or resignation from the school district, an employee who has completed ten (10) or more years of service to the school district, will be compensated for fifty percent (50%) of his/her unused vacation time.
5. The District will provide up to \$200 per year to each maintenance employee for the purpose of reimbursing the maintenance-employee for work shoes purchased from a District-approved vendor. Shoe recommendations by an employee's physician will be honored. The maintenance employee must submit a receipt before receiving reimbursement. Reimbursement will be prorated for less than full-time employees.

6. Custodial/maintenance work assignments for Saturday and Sunday will be offered to current full-time maintenance employees on a rotating basis before being offered to part-time maintenance employees or to persons outside of the bargaining unit.
7. Maintenance employees, who are called back for emergency duties, will be paid overtime rates with a minimum amount of compensation to be at least two (2) hours.
8. The school district will pay the expenses that are necessary to maintain a current pool license.
9. Full-time employees covered by this Agreement shall have the opportunity to work overtime (for work that is normally associated with this bargaining unit) prior to such overtime being offered to part-time employees within the unit or to non-bargaining unit persons. Any hours over forty (40) hours per week will be paid at the rate of one and one-half times the employee's hourly rate of pay and for employees who work under forty(40)hours per week this rate will be paid for any hours over eight(8)hours per day.
10. Except in emergencies, all usual and customary night custodial work shall be completed by 1:00 AM. Work that cannot be completed by 1:00 AM shall be reassigned to the next day's morning shift.
11. Each maintenance employee, who is normally assigned to the night shift for work which is normally performed between 3:00 P.M. and 1:00 A.M. will receive a night shift salary differential of an additional twenty-five (\$.25) per hour for all hours worked during the fiscal year. When assigned overnight special activities (post prom, scouts, etc.) maintenance employees working any hours from 12:00 a.m. – 7:00 a.m. will receive a pay differential of twenty-five (\$.25) per hour, plus a special event stipend of \$25.00.
12. Prior to making any changes in maintenance employee's workweek, the school district will meet and confer the changes with maintenance personnel.
13. The school district may assign one member of the OESPA custodial staff as the Night Lead Cleaner. Such assignment will be in writing and such assignment will continue until it is terminated by the action of the School Board. He/she shall be compensated an additional \$.55 per hour. His/her responsibilities shall include being the contact person for building needs, event needs, or repairs. The Night Lead may temporarily assign work details and is responsible to see that such tasks are completed. He/she will not provide supervisory functions or recommendations as defined in the PELRA which include the: hiring, transfer, promotion, reward, suspension, discipline, or discharge of other custodians.

**Transportation Employees:**

|                           | <b><u>2019-2021</u></b> |
|---------------------------|-------------------------|
| Bus Driving Standing Time | 15.80                   |
| Meal allowance            | None                    |
| Daily Meal Maximum        | None                    |
| Lodging Expenses          | Actual cost             |

A bus driver who is driving a van to transport students will be paid at the van driver rate of pay at his/her current step.

A bus driver who is driving a van for purposes other than transporting students (ie: parts running, picking up a bus, etc.) will be paid at the bus driver standing rate of pay.

**1. Daily Route Schedules:** The transportation supervisor will schedule the daily bus routes. No students will be dropped off earlier than 7:40 A.M. Buses are to be in the front parking lot by 3:30 P.M. Bus drivers will be in the driver's seat or at the door of the bus when loading or unloading students from the bus. The transportation supervisor will provide each bus driver with a current route map and a current passenger list.

**2. Van Drivers:** Van drivers will be paid for the hours that he/she is scheduled to work by the

transportation supervisor. Van drivers will be paid for down-time of less than thirty (30) minutes between trips, with a maximum of two (2) down-time pays per day.

3. Van Drivers: If the van driver reports to work as scheduled by the transportation supervisor and the van driver's trip is canceled by the school district, then the van driver will receive the lesser of:

- A. the amount of pay for that trip that she/he would have received if the trip had been driven, or
- B. a minimum of two (2) hours of his/her hourly rate.

New 4. If a Van Driver's trip is cancelled, she/he may have the option to accept other assignments as available in the district.

5. Unpaid Leave: The transportation supervisor may grant requests for 5 consecutive work days or less of unpaid leave to any bus or van driver, if a substitute bus or van driver is available. Further, any such requests for more than 5 consecutive work days of unpaid leave by any bus or van driver will need to be approved by the Superintendent.

6. Student Discipline: Bus drivers and van drivers will meet with building principals and the transportation supervisor to review, discuss and formulate a plan of action regarding inappropriate student behavior on the bus/van. There will be no additional compensation for such meetings if they occur immediately before or immediately after the driver's normal bus route. Such meetings will be compensated at the Driving/Standing Hourly Rate, with a minimum of two (2) hours of pay per meeting, if the meeting is not immediately before or immediately after the driver's normal bus route.

7. Bus and Van Cleanliness: The bus drivers and van drivers are responsible for keeping their vehicle clean. Each driver will perform a daily check of his/her vehicle for cleanliness, damage, vandalism and equipment safety violations. The transportation supervisor will be responsible for washing the busses and van. The driver will be expected to wash their bus or van twice per year with no additional compensation.

8. Annual Physical: The school district will pay for an annual physical examination for each contracted bus driver or van driver.

9. Extra-Curricular and Activity Trips: The transportation supervisor will schedule the bus drivers for extra-curricular and activity trips when a bus is necessary. Such trips will be compensated at the Driving/Standing hourly rate from fifteen (15) minutes before the scheduled student departure time until such time as the driver returns to the school to drop off the students. In addition, the driver will be paid for up to 30 minutes of additional time to clean up the bus and prepare the bus for the next day. Van drivers will be assigned extra-curricular and activity trips when a van is necessary unless an advisor drives the van. Such trips will be compensated at the van driver's regular hourly rate of pay from fifteen (15) minutes before the scheduled student departure time until such time as the driver returns to the school to drop off the students.

The transportation supervisor will notify the driver of the time at which the bus or van must be ready to pick up the students for the trip. Regular drivers will be offered extra-curricular trips before substitutes.

10. Activities Trip versus Normal Run: A bus driver, that has an activities trip scheduled during his/her afternoon run, will receive his/her normal afternoon route payment or the actual activities trip compensation, whichever is greater.

11. Fees and Expenses: The school district will reimburse the driver for any out-of-pocket expenses such as parking fees, his/her admission fees to events away from home, etc. and for meals and lodging expenses as found under Transportation Employees in this contract.

12. Cancellation of Activity Trip: If any extra-curricular or activity trip is canceled after a regular route or activity route is given up by a bus driver, then the bus driver will receive his/her regular route pay for the trip that was given up.

13. Driver Responsibility: During any extra-curricular or activity trip, the bus driver will be responsible for

finding a suitable location to park the bus during the student activity. The bus driver will attempt to let the group supervisor of the trip know the location of the bus during standing time, if possible. If that is not possible, the bus driver and the group supervisor will mutually agree on the time that the bus driver needs to have the bus back at the drop off location to re-load the students.

During such trips, the bus driver's responsibilities for students will begin when the students begin loading on to the bus and will end when the students have been unloaded off of the bus. Once the students are safely unloaded off the bus, they will be the responsibility of the group activity supervisor. During the trip, the bus driver and the group supervisor will share the responsibility for the safety and behavior of the students.

14. In-service training: Drivers will be paid the Driving/Standing rate of pay for in-service training. Drivers will be compensated for the actual training time if the training is offered immediately before or immediately after the driver's regular route. If the in-service is scheduled at a time other than immediately before or immediately after the driver's regular route, then the driver will be paid for a minimum of at least two (2) hours per training session. The school district will pay all registration fees and expenses.

15. Extra route pay: Bus drivers employed during the school year, who drive routes during June, July and/or August, will be paid his/her usual bus route rate of pay.

## **ARTICLE VII - GROUP INSURANCE**

Section 1: Selection: The selection of the insurance carriers and policy shall be made by the school district as provided by law. For compliance with the new HITA (Healthy Insurance Transparency Act), when OESPA bids health insurance, at least three (3) members of OESPA, will be ~~participants on the District Insurance Committee~~ invited by Administration to attend the bid opening.

Section 2: Health and Hospitalization Insurance: The school district shall contribute the sum listed in Section 6 of this Article for either single or dependent coverage for each employee that is enrolled in the school district's group health and hospitalization plan. Any additional costs of the premium shall be borne by the employee, and paid by payroll deduction if the employee is on paid status. If the employee is on a leave of absence, he/she may elect to continue carrying insurance at his/her own expense. Up to 102% of the total premium, set by COBRA, should be borne by the employee. Full premium payments will be made to the District's benefit administrator, Benefit Innovations.

Section 3: Group Dental Insurance: The school district shall contribute the sum listed in Section 6 of this Article for either single or dependent coverage for each employee who is enrolled in the school district's group dental insurance plan. Any additional costs of the premium shall be borne by the employee and paid by payroll deduction if the employee is on paid status or by an employee monthly payment to the school district if the employee is on unpaid leave.

Section 4: Claims Against the School District: It is understood that 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. If an employee is denied insurance benefits as a result of a school district error or omission, then the school district will be responsible for the correction of such error. If the employee is denied insurance benefits as a result of the employee's error or omission, then the employee will continue to be denied such benefits until he/she takes action to correct such error with the District and with the insurance company. Any employee claims under the terms of this section will be subject to the grievance procedure, Levels I through III only, and may not be submitted to arbitration.

Section 5: Duration of Insurance Contributions: An employee is eligible for school district's premium contributions, as provided in this Article, as long as the employee is employed by the school district. In case of mid-year employee resignations or terminations, the school district's premium contributions will be made for the last month of work.

Section 6: Eligibility and District Contributions: Group health and dental insurance benefits and school district's premium contributions are provided only for employees who are in positions which are budgeted for 1000 hours or more per fiscal year.



District. Bus/Van Drivers must ~~work~~ be contracted for a minimum of 15 hours per week and all other employees must be contracted for a minimum of 17.5 hours per week to be eligible for this benefit.

Section 9: Term Life Insurance: The District shall contribute for the 2019-2020 and 2020-2021 school years a group term life insurance policy of \$10,000, for qualified school employees. Bus/Van Drivers must be contracted for a minimum of 15 hours per week and all other employees must be contracted for a minimum of 17.5 hours per week to be eligible for this benefit.

Section 10: Vision Insurance: The District offers vision insurance to all contracted employees at their own expense. There is no District contribution for this benefit. Contracted employees may carry the vision insurance if their net pay is enough to cover the monthly premiums.

## **ARTICLE VIII - LEAVES OF ABSENCE**

### **Section 1: Paid Time Off (hereafter referred to a PTO)/Sick Leave (Maintenance Only):**

#### Subd. 1

- A. Twelve month employees will earn **PTO/SICK LEAVE** at the rate of **120 Hours** for each fiscal year of service in the employ of the school district. Less than **twelve (12) month** employees shall accrue **PTO/SICK LEAVE** on a prorated basis. Annual **PTO/SICK LEAVE** shall accrue at the rate of **twenty-four (24) PTO/SICK LEAVE hours** the first month and **eight (8) hours for each month employed. PTO/SICK LEAVE Time is prorated for part-time employment.**
- B. **Bus Drivers will earn PTO at the rate of twelve (12) days per year for each fiscal year of service in the employ of the school district. Less than full time employees shall accrue PTO on a prorated basis. Annual PTO shall accrue at the rate of three (3) days up front and one (1) day each month thereafter.**
- C. An employee cannot use **PTO/SICK LEAVE** until it is earned.
- D. PTO may be taken in increments of one hour. An employee should notify his/her supervisor at least 3 days in advance for pre-planned absences. Notification of illness or emergency may be made the morning of the absence. Administration (immediate supervisors) shall retain the right to send ill employees home if they feel the employee is too sick to work. This will result in a subtraction of earned PTO. (If employee is sent home by administration, and no PTO is available, it will be considered unpaid leave, and will be a subtraction from pay.) PTO (except illness or emergency) may not be used during in-service days or the first week of school. Staff are required to attend the scheduled in-service session on the first day of "Back-to-School" workshop in the fall. (Breakfast is optional.)
- E. The District does not support the use of unpaid time off, unless a child-specific paraeducator's student is absent. If an employee does not have PTO/SICK LEAVE available and is requesting unpaid leave, the District may require a medical certificate from a qualified physician as evidence of illness. If the PTO/SCK LEAVE request is not illness or injury-related, the employee may be disciplined as outlined in Article XII, Section 3. If an employee produces a medical certificate at the request of the District, the District shall be responsible for paying any medical costs incurred as a result of the request.

Subd. 2 **Unused PTO/Sick Leave** days may accumulate to a maximum credit of six hundred forty (640) hours of PTO/Sick Leave per employee; 80 days for bus drivers. A bank of PTO/Sick Leave hours shall be available at the beginning of each school year. Any member who has accumulated more than 32 hours/8 days for bus drivers of PTO/Sick Leave may contribute their excess PTO/Sick leave time to a pool to be used for catastrophic illness or serious injury for another member of the group. (Members must keep a minimum of 32 hours/8 days for bus drivers of PTO/Sick Leave for themselves.) These hours may be used by a member subject to the following conditions:

1. Hours from the PTO/Sick Leave pool may be used for a catastrophic illness or serious injury to self; employee's child, stepchild, spouse, parents or stepparents; or the parents of the employee's spouse.
2. PTO/Sick Leave pool hours may not be used on days that workers' compensation or long term disability insurance benefits are paid.
3. The member's accumulated and current PTO/Sick Leave must be completely exhausted.
4. The maximum number of PTO/Sick Leave pool hours that any one individual member may use shall not exceed the number of accumulated (balance as of June 30<sup>th</sup>) PTO/Sick Leave hours available to that member.
5. These PTO/Sick Leave pool hours are subject to the provisions of Subd. 4 and Subd. 7 of this section.
6. The amount of available PTO/Sick Leave is limited to the pool balance at the beginning of each school year.
7. The determination of what is a catastrophic illness or serious injury shall be mutually agreed upon by the Superintendent and Union President.
8. Donations to the PTO/Sick Leave bank may happen at any time during the calendar year.
9. When an employee resigns or is terminated from the District, any up to 80 hours per employee, or 10 days for Bus Drivers, of unused sick leave/PTO balance will be automatically donated to the sick leave bank.

Subd. 3 **SICK LEAVE** (maintenance only) with pay shall be allowed by the school district whenever the employee's absence is found to have been due to illness and/or disability, which prevented his/her attendance at school and performance of duties on that day or days. **SICK LEAVE** may be used by an employee to care for his/her ill child, stepchild or spouse. **SICK LEAVE** may also be used for medical appointments. **SICK LEAVE** may be used during the hospitalization of the employee's parents or stepparents, or the parents of the employee's spouse. **SICK LEAVE** may be used for hospice care, not to exceed **eighty (80) hours**.

Subd. 4 **PTO with pay** shall be allowed by the school district whenever the employee's absence is found to have been due to illness and/or disability, which prevented his/her attendance at school and performance of duties on that day or for situations that arise requiring the employee's personal attention which cannot be attended to outside of the employee's normal work day and which are not covered under other provisions of this agreement.

Subd. 5 The school district may require an employee to furnish a medical certificate from a qualified physician as evidence of illness, indicating such absence was due to illness, in order to qualify for **PTO/SICK LEAVE** pay for absences exceeding three (3) consecutive days. If an employee produces a medical certificate at the request of the District, the District shall be responsible for paying any medical costs incurred as a result of the request.

Subd. 6 In the event that a medical certificate will be required, the employee will be so advised at the time the employee calls his/her supervisor to report his/her need for **PTO/SICK LEAVE**.

Subd. 7 **PTO/SICK LEAVE** shall be deducted from the accrued **PTO/SICK LEAVE** days earned by the employee.

Subd. 8 **PTO/SICK LEAVE** pay shall be provided upon submission of a properly completed **PTO/SICK LEAVE** pay authorization request or submission of absence request into the Aesop program, whichever applies to the employee's position.

Subd. 9 -Each employee may access the total of his/her PTO/SICK Leave on the School District's ESS/SMARTeR automated system.

Subd. 10 Upon retirement or resignation from the school district, an employee who has completed ten (10) or more years of service to the school district, will be compensated for fifty percent (50%) of his/her unused **PTO/SICK LEAVE**.

## Section 2: Assault Leave:

Subd. 1 Any case of assault upon an employee by a student or another employee on school property or while on duty at a school sponsored activity shall be reported within twenty-four (24) hours to the District Administration and/or its designated representative and the OESPA Union President. The assault must also be reported to Worker's Compensation as soon as possible via the appropriate method.

Subd. 2 Up to three (3) days of paid leave, not to be deducted from any accumulated leave allowance, may be used by an employee for this necessary absence due to an assault which causes injury (physical or emotional) in connection with the performance of the employee's regular work duties. Any additional leave required after the first three (3) days will be covered under the District's Workers' Compensation policy, according to the State of Minnesota Workers Compensation laws. The District may require a medical certificate from a qualified physician for this leave.

## Section 3: Child Care Leave:

Subd. 1 A child care leave may be granted by the school district subject to the provisions of this section, to one (1) parent of a natural or adopted child, provided such parent is caring for the child on a full-time basis.

Subd. 2 An employee making application for child care leave shall inform the Superintendent in writing of intention to take the leave at least three (3) calendar months before commencement of the intended leave. If the reason for the childcare leave is occasioned by pregnancy, the employee will provide, at the time of the leave application, a statement from a physician indicating the expected date of delivery.

Subd. 3 An employee shall not be eligible for **PTO/SICK LEAVE** during the period covered by the child care leave. An employee may use **PTO/SICK LEAVE** during her period of disability due to pregnancy and delivery. An unpaid child care leave may begin immediately after the conclusion of the employee's disability period.

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

- A. Grant any leave more than twelve (12) months in duration.
- B. Permit the employee to return to his or her employment, prior to the date designated in the request for childcare leave.

Subd. 5 An employee returning from childcare leave shall be reinstated to the original position, or to a position of like status and pay.

Subd. 6 Failure of the employee to return pursuant to the date determined under this section may constitute grounds for termination unless the school district and the employee mutually agree to an extension in the leave. An application for less than one year may be extended upon written request by the employee to the school district prior to four (4) weeks of the original return date.

Subd. 7 An employee who returns from child care leave within the provisions of this section shall retain all previous experience credit for pay purposes and any unused leave time accumulated under the provisions of this agreement at the commencement of the beginning of the leave. The employee shall accrue additional experience credit for pay purposes, if they work at least 115 days in the fiscal year in which the leave is taken.

Subd. 8 Leave under this section shall be without pay or fringe benefits except as provided in FMLA.

## Section 4: Personal Leave: (Maintenance Only)

Subd. 1 An employee may be granted up to forty (40) hours of personal leave with pay per year, deducted from sick leave, for situations that arise requiring the employee's personal attention which cannot be attended to outside of the employee's normal work day and which are not

covered under other provisions of this agreement. Part-time employees may be granted personal leave on a pro rata basis.

Subd. 2 Requests for personal leave must be made in writing to the immediate supervisor on the properly completed request form at least three (3) days in advance. No more than two (2) maintenance employees will be granted personal leave during the same work shift.

Section 5: 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 per diem compensation received for jury duty service shall be remitted to the school district. Employee may keep the mileage reimbursement.

Section 6: Witness Obligation: Any employee summoned, subpoenaed, or requested to appear under the seal of a Court to provide testimony or information that is district affiliated during the regular work day shall be provided leave with pay for each day or part thereof on which the employee is required to be absent. The employee shall notify the school district of the date(s) of pending absence as soon as possible after receipt of the summons, subpoena, or request to provide testimony or information, but in no event later than two days prior to the date(s) of absence. The per diem compensation received for witness obligation shall be remitted to the school district.

Section 7: Military Leave: Military leave shall be granted pursuant to applicable law.

#### Section 8: Leaves of Absence

Subd. 1 Employees with a minimum of two (2) years of experience in the school district may apply in writing for an unpaid leave of absence. Such leaves will not exceed one calendar year.

Subd. 2 The immediate supervisor may approve requests for up to one week. The superintendent may approve requests which are for more than one week but less than one month. The school board may approve requests which are for more than one month.

Subd. 3 – A request for medical leave of absence under this section shall be accompanied by a doctor's written statement outlining the condition of health and estimated time at which the employee is expected to be able to assume his/her normal responsibilities.

Subd. 4 If the leave of absence under this section is thirty (30) consecutive work days or longer, the employee will be required to declare his/her intention to return to work at the end of the leave. No later than fifteen (15) calendar days prior to the end of the leave which is thirty (30) consecutive work days or longer, an employee must give written notification to the district as to his/her intention to return to the district. If written notification of intent to return is not received by the district on or before the 15<sup>th</sup> day prior to the end of the leave, the employee will be considered as terminated at the conclusion of the leave.

The district will provide written notice to each employee for whom such leave (thirty consecutive days or longer) has been granted. The district's letter will be sent at the time the leave is approved by the district and will inform the employee of the requirement for a notice of intent to return from leave and the consequences for the failure to return such intent in a timely manner to the district.

#### Section 9: Unpaid Leaves of Absence

Subd. 1 An employee, who has exhausted all **PTO/SICK LEAVE** credit available, or has become eligible for long-term disability compensation, may, upon request, be granted a leave of absence, without pay, up to one year. The school district may at its discretion, renew such a leave.

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

#### Section 10: Family and Medical Leave:

Subd. 1 Pursuant to the Family and Medical Leave Act, an eligible employee shall be granted,

upon written request, up to a total of twelve (12) weeks of unpaid leave per year in connection with:

- A. the birth and first-year care of a child;
- B. the adoption or foster placement of a child;
- C. the serious health condition of an employee's spouse, child or parent and
- D. the employee's own serious health condition.

Subd. 2 During such a leave, eligible employees shall be eligible for regular school district's group health and dental insurance contributions as provided in this Agreement for a period of the leave, but not to exceed twelve (12) weeks per year, notwithstanding any other provisions of this Agreement.

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

Subd. 4 The employee may elect, or the school district may require the employee, to substitute paid vacation, paid **PTO/SICK LEAVE**, or paid personal leave for leave otherwise provided under this section. However, nothing herein, nor any other provision of this agreement, shall require the school district to combine leaves for a period of time that exceeds 12 weeks.

Subd. 5 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 make reasonable efforts to schedule any treatment so as to minimize disruption of the work of the employer.

#### Section 11: Negotiations Leave:

Subd. 1 All meetings between the school district and the exclusive representative will be scheduled to take place at times when the employees involved are free from assigned responsibilities, unless mutually agreed.

Subd. 2 Release time will be provided for three (3) members of the Exclusive Representative to meet during the workday for negotiations sessions and/or mediation and/or arbitration.

Subd. 3 In the event that a substitute must be hired for a exclusive representative negotiator during mediation or arbitration, one-half the cost of that substitute shall be paid by the exclusive representative.

#### Section 12: Bereavement Leave:

Up to three (3) days of leave shall be allowed, the days to be deducted from **PTO/SICK LEAVE**, for a death in an employee's immediate family. The specific amount of leave is subject to the discretion of the Superintendent depending upon the circumstances. Immediate family is defined as an employee's spouse, child, step-child, parent, step-parent, spouse's parent, brother, sister, brother-in-law, sister-in-law, grandparent, grandchild, son-in-law, daughter-in-law, or other persons living in the same household as the employee.

#### Section 13: Insurances While On Unpaid Leave:

An employee on unpaid leave is eligible to continue to participate in the school district's group insurance programs. The employee shall pay the entire monthly premium in advance to the school district for such insurance plans commencing with the beginning of any unpaid leave of absence except that the school district will continue to pay its premium contributions as listed in Article VII for any employee who is on unpaid medical leave for a period not to exceed twelve (12) months from the date of disability.

#### Section 14: Experience Credit:

An employee who returns from unpaid leave shall retain experience credit for pay purposes and other benefits which he/she had accrued at the time he/she went on leave. The employee will advance one step on the compensation schedule at the beginning of the next year only if he/she was on paid status at least 115 work days during the fiscal year in which the leave was taken.

Section 15: Worker's Compensation:

An employee, who qualifies for a Worker's Compensation benefit, will follow the insurance company's guidelines.

**ARTICLE IX - SENIORITY AND LAYOFFS**

Section 1: Job Categories: Employees will earn seniority in the following job categories based on their job assignment in the school district:

- A. Bus Drivers
- B. Maintenance Employees
- C. Paraeducators
- D. Food Service Employees
- E. English Language Learner Paraeducator
- F. Van Drivers

Section 2: Layoff: In the event of layoffs, the employee with the least amount of seniority in each job category (as defined in Section 1 of this Article) will be laid off first. A written lay-off notice will be either personally served upon or mailed to (return receipt requested) the employee that is being laid off. Written layoff notices will be given to the employee on or before June 1 of each school year. The layoff will be effective on July 1 for twelve (12) month employees. The layoff will be effective at the end of the employee's normal work year for those employees who are employed less than twelve (12) months per year.

Exception to June 1 lay-off notice: Effective July 1, 2008, the District may lay off up to two (2) positions in the paraprofessional category and up to one (1) in all other job categories (as defined in Section 1 of this Article) during the school year. Under these circumstances, the District agrees to provide a forty-five (45) calendar day written notice of discontinuance of position(s). After the completion of the forty-five day notification period, the District may place the least senior employee(s) (within any job category) on unrequested leave.

Section 3: Recall: Reinstatement rights shall be in order of seniority within the job category as defined in Section 1 of this Article. The school district shall mail (via U.S. mail return receipt requested) any notice of a vacancy to any laid-off employee who has previously earned seniority in the same seniority category in the district. The employee shall have ten (10) calendar days from the notification date (date return receipt signed) to accept or reject the re-employment position. The laid-off employee will have reinstatement rights within the job category from which he/she was laid-off for a period of two calendar years beginning with the effective date of the layoff. Failure to accept the position within the ten (10) calendar-day period shall constitute a waiver on the part of the employee to that vacancy. If an employee refuses a position of equal or greater hours than the position previously held by the employee prior to her/his layoff, reinstatement rights are therefore forfeited. Laid-off employees must notify the district by April 1 of each calendar year of their availability and interest. Failure of any laid-off employee to notify the district by April 1 shall render that employee's reinstatement rights null and void. An employee may refuse to accept an open position that has fewer hours than the position previously held by the employee prior to his/her lay-off. Such refusal will not jeopardize any further recall rights.

Section 4: Seniority List: The school district will establish a seniority list of all employees within each job category (as defined in Section 1 of this Article). The school district will post such list between October 1 and November 1. Employees will have 20 working days from the posting to challenge the seniority information. Any challenge must be submitted in writing to the Superintendent. Challenges submitted after 20 working days will not be considered. An employee will earn seniority beginning with his/her first day of continuous employment in the district and will not include any service as a daily substitute or as a long term substitute. Employment will be considered continuous if an employee temporarily serves in a position outside of the bargaining unit for a period of no more than ninety (90) calendar days. Employees on an approved leave of absence will retain their previous seniority date.

In the event of a tie in seniority, the tie will be broken at the time of initial employment using the following criteria in the following rank order:

- A. Preference will be given to the employee with the most prior employment as a substitute with the district;
- B. Preference will be given to the employee with the most prior experience in another school district if such experience was in a position of similar job duties/responsibilities;

Section 5: Vacancies: The school district will post any vacancy in any of the above categories for a period of at least two (2) calendar days prior to posting outside of the school district. During the school year, vacancies will be posted in the employees' lounge, by the mailboxes, at employee break areas, and at the bus garage. During the summer months, the vacancies will be voice messaged, emailed or texted, using the School District's BLACKBOARD Connect system, to each employee who is on summer leave. In the event of a vacancy in one of the above categories, an employee may apply in writing to the superintendent or designee.

Section 6: Multiple Category Seniority: If any employee is employed in a position other than a daily/long term substitute, in more than one category, he/she will earn seniority in the category in which he/she is employed for the majority of the assigned hours each year.

If an employee is transferred or reassigned to a position for a majority of his/her assigned hours which is in a different job category (as defined in Section 1 of this Article), he/she will:

- A. maintain all of his/her seniority in the former category, but will not accrue additional seniority in the former job category, and
- B. begin earning seniority in the new job category (bottom of the list)

Seniority accrual in a former job category will resume upon the employee returning to employment in the former job category through transfer, reassignment or filling a new position in that former job category. If an employee voluntarily terminates employment with the District, she/he does not retain previously earned seniority.

## **ARTICLE X - Duty Days and Staff Development**

Section 1: Employee Duty Days: The school district shall establish the number of school days and employee duty days for the next school year. The employees shall perform services on those days as determined by the school district including those holidays on which the school district has determined to conduct school.

In-service will be provided by the school district to meet the requirements of statutes or as needed to meet the educational needs of the school district. In addition, new employees or re-assigned employees will be provided with training as determined by the district to prepare them to meet the expectations of the position. In-service training will be with pay.

Section 2: Emergency Closings: An employee duty day may be lost due to an emergency. The employee may perform duties another day as determined by the School District.

In the event a food service employee, not being notified by 5:30 a.m., reports to work on an emergency closing day, he/she will be paid his/her normal rate of pay for the actual time worked or for a minimum of two (2) hours, whichever is greater.

Any other employee(s) needing notification prior to 5:30 a.m. must submit a request to the Superintendent, in writing with appropriate contact phone number specified, that he/she wishes to be notified prior to 5:30 a.m. For those employees who have submitted his/her request in writing for early notification; in the event he/she is not notified by 5:30 a.m., and he/she reports to work on an emergency closing day, he/she will be paid his/her normal rate of pay for the actual time worked or for a minimum of two (2) hours, whichever is greater.

Section 3: Paid Holidays:

Less than twelve month employees will receive their normal daily wage for each of the following paid holidays: New Year's Day, President's Day, Good Friday, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, Christmas Day and New Year's Eve. In order to be eligible for holiday pay, the employee must be on paid status on his/her last scheduled work day before and her/his first scheduled workday after the paid holiday. Employees who are placed on paid status after Memorial Day will receive holiday

pay for Memorial Day, equal to the number of hours worked on the day prior to or after Memorial Day. Pay not to exceed employee's normal holiday pay as stated in the Master Agreement.

Holidays will be paid at the employee's regular rate of pay times the employee's regular duty day hours. If the District returns to a 5-Day School Week Structure, Labor Day will be reinstated with the same language as Memorial Day.

Twelve month employees will receive their normal daily wage on each of the following paid holidays: New Year's Day, President's Day, Good Friday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, Christmas Day, and New Year's Eve. In order to be eligible for holiday pay, the employee must be on paid status on his/her last scheduled work day before and her/his first scheduled workday after the paid holiday. Employees who are placed on paid status after Memorial Day and/or prior to Labor Day will receive holiday pay for Memorial Day and/or Labor Day.

## **ARTICLE XI - NOTICE OF ASSIGNMENT**

Each employee will be given a Work Assignment and Compensation Form (annual individual contract) for the current fiscal year.

The Work Assignment and Compensation Form will include the employee's: compensation, work assignment, duty days, and hours per day. After the Work Assignment and Compensation Form has been received, the employee's work assignment may be revised by mutual agreement of the employee and the superintendent with the understanding that the superintendent reserves the right of assignment.

New employees will be given a Work Assignment and Compensation Form and all appropriate insurance application forms on or before their seventh (7<sup>th</sup>) day of work after Board approval. A copy of the Master Agreement is available on the school website or upon request.

## **ARTICLE XII - EMPLOYEE DISCIPLINE**

Section 1: Probationary Period: Upon initial employment in the school district, new employees will be on probation for a period of one year of employment excluding any employment as a daily substitute or as a long term substitute. During the probationary period, an employee will be subject to immediate termination without the right to grieve such school district action. Any break in service from the District shall result in a new probationary period. A break in service shall mean resignation, termination of employment or a layoff in excess of the two year period in which the employee has recall rights.

Section 2: Employees will be disciplined only for just cause by the employee's immediate supervisor. Except for the termination of a probationary employee, all disciplinary actions will be subject to the grievance procedure.

Section 3: Disciplinary actions will generally occur in the following progressive manner:

1. Oral Reprimand
2. Written Reprimand
3. Suspension without pay as limited in Section 5 of this Article
4. Termination

Section 4: Disciplinary meetings will be held during the disciplined employee's normal workday. Employees will have the right to have a union representative present at any meeting where a supervisor is investigating an incident that may lead to a disciplinary action and/or at any meeting where a disciplinary action is being imposed on an employee. At the beginning of any disciplinary meeting, the immediate supervisor will inform the employee of these representational rights as well as any rights that the employee is entitled to under the MN Data Privacy Act. An oral or written reprimand will be clearly identified as such at the time of the disciplinary action.

Section 5: Suspension Without Pay: An employee may be suspended without pay for a period not to exceed ten (10) work days. The employee shall be notified, in writing, at least five (5) calendar days prior to the suspension hearing. This notice will include the date, the time and the place of the proposed hearing and will include the reason(s) for suspension. The purpose of the suspension hearing is to

determine whether or not the action(s) of the employee are sufficient to require his/her suspension without pay. The school district shall issue its decision within five (5) calendar days after the conclusion of the hearing. If the school district decides to suspend the employee without pay, the Superintendent will notify the employee of the school district decision. The suspension without pay shall take effect upon the employee's receipt of written notification from the Superintendent to the employee.

The decision of the school district to suspend an employee without pay shall be subject to the grievance procedure of this Agreement commencing at the Article XIII Section 5, Subd. 3 Level III (School Board), provided written notification requesting an appeal to the School Board is received by the Superintendent within five (5) calendar days after receipt of the school district decision to suspend without pay. If no hearing is requested within this five (5) calendar day period, it shall be deemed acquiescence by the employee to the suspension without pay.

## **ARTICLE XIII - GRIEVANCE PROCEDURE**

Section 1: Grievance Definition: A grievance shall mean an allegation by the exclusive representative resulting in a dispute or disagreement between the exclusive representative and the school district as to the interpretation of application of terms and conditions contained in this Agreement.

Section 2: Representatives: The grievant, administrator, or school district may be represented during any step of the procedure by any person or agent designated by such party. If a grievance meeting is held during the employee's normal workday, he/she will be allowed to attend the meeting without any loss in pay.

Section 3: Definitions and Interpretations:

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

Subd. 2 Days: Reference to days regarding time periods in this procedure shall refer to working days. A "working day" is defined as all week days not designated as holidays by state laws. School session days will be defined as any days that have students in regular attendance at school.

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

Section 4: Time Limitations and Waivers: Grievances shall not be valid for consideration unless the grievance is submitted in writing to the employees immediate supervisor, setting forth the facts and the specific provision of the Agreement allegedly violated and the particular relief sought within fifteen (15) school session days after the date the event giving rise to the grievance occurred. If the event occurred within ten (10) school session days of the last regular employee duty day for that school year, the exclusive representative will have fifteen (15) working days to file the grievance.

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 school district's representative to respond to the grievance in writing, within the timelines provided herein, shall constitute a denial of the grievance by the school district.

Section 5: Adjustment of Grievance: An effort shall be made to adjust a grievance informally between the exclusive representative and the school district's designee. The school district and the exclusive representative shall attempt to adjust all grievances, which may arise during the course of employment of any employee within the school district in the following manner:

Subd. 1 Level I: A grievance shall be filed in writing with the immediate supervisor within the time limit set forth in Section 4 above. If the grievance is not resolved through informal discussions at this level, the immediate supervisor shall issue a written decision on the grievance

to the parties involved within three (3) days after receipt of the written grievance.

Subd. 2 Level II: If the grievance is not resolved in Level I, the grievance may be appealed to the Superintendent, provided such appeal is made in writing three (3) days after receipt of the decision in Level I. If a grievance is properly appealed to the Superintendent, he/she shall set a time to meet regarding the grievance within fifteen (15) days after receipt of the appeal. Within ten (10) days after the meeting, the Superintendent shall issue a decision in writing to the parties involved.

Subd. 3 Level III: If the grievance is not resolved in Level II, the grievance may be appealed to the school board, provided such appeal is made in writing within five (5) days after receipt of the decision in Level II. If a grievance is properly appealed to the school board, the school board shall set a time to hear the grievance within twenty (20) days after receipt of the appeal. The school board shall issue its decision in writing to the parties involved within fifteen (15) days after the meeting.

At the option of the school board, a committee or representative(s) of the school board may be designated by the school board to hear the appeal at this level, and report its findings and recommendations to the school board. The school board shall then issue its decision in writing to the parties involved within twenty (20) days of the meeting of the school board.

At Level III, either party may request mediation from the Bureau of Mediation Services. If requested, both parties agree to participate in the grievance mediation process. The parties recognize that the mediator has no authority to impose a settlement of the grievance on either party. If the parties participate in grievance mediation, then the timelines of Level III will be extended to allow for one (1) mediation session on the grievance. If the parties are not able to resolve the grievance at the mediation session, then the grievance may be appealed to arbitration, if it is appealed in writing to the Superintendent within ten (10) days after the mediation session.

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

Section 7. Arbitration Procedures: If the grievance is not resolved at Level III, the grievance may be submitted to arbitration as defined herein:

Subd. 1 Request: A written request to submit the grievance to arbitration must be presented to the Superintendent's office within ten (10) days of the receipt of the decision in Level III of the grievance procedure.

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

Subd. 3 Selection of Arbitrator: Upon the proper submission of a grievance under the terms of this procedure, the exclusive representative shall submit a written request to the Commissioner of the Bureau of Mediation Services (with a copy to the Superintendent) to appoint an arbitrator, pursuant to M.S. 179A.21 Subd. 4, providing such written request is made within twenty (20) days after request for arbitration. Failure to request an arbitrator from the Bureau of Mediation Services within this twenty (20) day time period shall constitute a waiver of the grievance.

Subd. 4 Hearing: The grievance shall be heard by a single arbitrator and both parties may be represented by such person or persons as they may choose and designate, and the parties shall have the right to a hearing at which time both parties will have the opportunity to submit evidence, offer testimony, and make oral or written arguments relating to the issue before the arbitrator. The proceeding before the arbitrator shall not be a hearing denovo.

Subd. 5 Decision: Decisions by the arbitrator in cases properly before him/her shall be final and binding upon the parties, subject, however to the limitations or arbitration decisions as provided by P.E.L.R.A.

Subd. 6 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 party's shall share equally fees and expenses of the arbitrator, the cost of the transcript or recording if requested 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 transcript shall pay for such copy.

Subd. 7 Jurisdiction: The arbitrator shall have jurisdiction over disputes or disagreements relating to grievance 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. An arbitrator shall not have jurisdiction over any grievance that has not been submitted to arbitration in compliance with the terms of the grievance and arbitration procedure as outlined herein; nor shall the jurisdiction of the arbitrator extend to matters of inherent managerial policy. The arbitrator shall give due consideration to the statutory rights and obligation of the public school boards to efficiently manage and conduct its operation within the legal limitations surrounding the financing of such operations.

#### **ARTICLE XIV – MEET and CONFER**

Section 1: The OESPA shall select a representative or committee to meet and confer with a representative or committee of the District on matters not specified as terms and conditions of employment but relating to the services being provided to the public. The District shall provide the facilities and set the time for these conferences to take place. The parties shall meet upon request. An agenda will be set three (3) days before the meeting and shall consist of items brought forward by the OESPA. Any agenda items shall first be discussed with the employee's immediate supervisor or superintendent prior to being placed on the agenda.

#### **ARTICLE XV – DURATION**

Section 1: Terms and Reopening Negotiations: This Agreement shall remain in full force and effect for a period commencing upon **July 1, 2019, through June 30, 2021**, and thereafter until modifications are made pursuant to P.E.L.R.A. If a successor agreement is not entered into prior to **July 1, 2021**, an employee shall be compensated according to the compensation schedules listed herein until such time that a successor agreement is executed. The school district will provide backpay to each employee in a lump sum payment by a separate check within approximately thirty (30) calendar days after the ratification by the school district.

Unless otherwise mutually agreed, the parties shall not commence negotiations more than 90 calendar days prior to the expiration 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, school district policies, rules or regulations concerning terms and conditions of employment inconsistent with these provisions.

Section 3: Finality: All terms and conditions of employment shall not be open for negotiations during the term of this Agreement without the mutual agreement of both parties to this agreement.

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

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

**OESPA**

**Ogilvie School District Number 333**

\_\_\_\_\_  
Jessica Knoll – OESPA President

\_\_\_\_\_  
Gerald DeBoer – Board Chair

\_\_\_\_\_  
Lori DeYoung – OESPA Secretary

\_\_\_\_\_  
Reno Gunderson – Board Clerk

\_\_\_\_\_  
Darcy Balvin – OESPA Negotiator

\_\_\_\_\_  
Brian Hickerson – District Lead Negotiator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date