

# Master Agreement

between

Willow River Area Schools  
Independent School District No. 0577  
Willow River, Minnesota

and

Education Minnesota-Willow River Education  
Support Professionals

July 1, 2016 to June 30, 2018

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ARTICLE I  
PURPOSE

This Agreement is entered into between Independent School District No. 0577, Willow River, Minnesota, hereinafter referred to as the District, and the Education Minnesota – Willow River/NEA/AFT Education Support Professionals hereinafter referred to as the Exclusive Representative, pursuant to and in compliance with the Minnesota Public Employment Labor Relations Act of 1971, as amended, hereinafter referred to as PELRA, to provide the terms and conditions of employment.

ARTICLE II  
RECOGNITION OF EXCLUSIVE REPRESENTATIVE

Section 1. Recognition: In accordance with PELRA, the District recognizes Education Minnesota – Willow River/NEA/AFT Education Support Professionals employed by the District, which Exclusive Representative shall have those rights and duties as prescribed by PELRA and as described in this Agreement. Covered by this agreement are custodial staff, food service staff, clerical staff, and paraprofessionals.

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

ARTICLE III  
DEFINITIONS

Section 1. Terms and Conditions of Employment: The term, “terms and conditions of employment,” means the hours of employment, the compensation therefor including fringe benefits except retirement contributions or benefits other than District payment of, or contributions to, premiums for group insurance coverage of retired employees or severance pay, and the District’s personnel policies affecting the working conditions of the employees. “Terms and conditions of employment” is subject to the provisions of PELRA.

Section 2. Description of Appropriate Unit: For purposes of this Agreement, the word/term, custodial staff, food service staff, clerical staff, and paraprofessionals shall mean all persons in the appropriate unit employed by the District in such classifications excluding the following: confidential employees, supervisory employees, and part-time employees whose services do not exceed the lesser of fourteen (14) hours per week or thirty-five percent (35%) of the normal work week in the employee’s bargaining unit, employees who hold positions of a temporary or seasonal character for a period not in excess of sixty-seven (67) working days in a calendar year unless those positions have already been filled in the same calendar year and the cumulative number of days in the same position by all employees exceeds sixty-seven (67) calendar days in that year.

The following positions are supervisory or confidential in nature and shall not be represented by the exclusive representative; Superintendent, Principal, Building, Grounds and Transportation Supervisor, Food Service Supervisor, Business Manager, District Administrative Assistant.

Section 3. District: For purposes of administering this Agreement, the word, “District” shall mean the School Board or its designated representative(s).

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

ARTICLE IV  
DISTRICT RIGHTS

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

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

Section 3. Effect of Rules, Regulations, Directives, and Orders: The exclusive representative recognizes that all employees shall perform the services prescribed by the District and shall be subject to School Board rules, regulations, directives, and orders issued by properly designated officials of the District. The exclusive representative also recognizes the right, obligation, and duty of the School Board and its duly designated officials to promulgate rules, regulations, directives, and orders, from time to time, as deemed necessary by the School Board insofar as such rules, regulations, directives, and orders are not inconsistent with the terms of this Agreement and recognizes that the School Board, all employees covered by this agreement, and all provisions of the agreement are subject to the laws of the State of Minnesota, federal laws, and valid rules regulations and orders of State and Federal governmental agencies.

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

## ARTICLE V EMPLOYEE RIGHTS

Section 1. Right to Views: Pursuant to PELRA, nothing contained in this Agreement shall be construed to limit, impair, or affect the right of any employee or his/her representative to the expression or communication of a view, grievance, complaint, or opinion regarding any matter related to the conditions or compensation of public employment or their betterment, so long as the same is not designated to and does not interfere with the full, faithful, and proper performance of the duties of employment or circumvent the rights of the exclusive representative.

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

Section 3. Request for Dues Checkoff: Pursuant to PELRA, the exclusive representative shall be allowed dues checkoff. Upon receipt by the District of a properly executed authorization card of the employee involved, the District will deduct from the employee's paycheck the dues that the employee has agreed to pay to the exclusive representative in 17 equal installments, beginning with the first pay period in October.

Section 4. Fair Share Fee: Pursuant to PELRA, as amended, any employee recognized as being represented by the exclusive representative under Article II of this agreement and who is not a member of the exclusive representative may be required by the exclusive representative to contribute a fair share fee for services rendered as exclusive representative. The fair share fee for any employee shall be in an amount equal to the regular membership dues of the exclusive representative, less the cost of benefits financed through the dues and available only to members of the exclusive representative, but in no event shall the fee exceed 85% of the regular membership dues.

The exclusive representative shall provide written notice of the amount of the fair share fee assessment to the school district, and to each employee to be assessed the fair share fee.

A challenge by an employee or by a person aggrieved by the assessment shall be filed, in writing, with the Commissioner of the Bureau of Mediation Services (Commissioner), the District, and the exclusive representative within thirty (30) days after the receipt of the written notice. All challenges shall specify those portions of the assessment challenged and the reasons therefor, but the burden of proof relating to the amount of the fair share fee shall be on the exclusive representative. The District shall deduct the fee from the earnings of the employee and transmit the fee to the exclusive representative within thirty (30) days after the written notice was provided, or, in the event a challenge is filed, the deductions for a fair share fee shall be held in escrow by the District pending a decision by the Commissioner, PERB, or a court. Any fair share fee challenge shall not be subject to the grievance procedure.

The exclusive representative hereby warrants and covenants that it will defend, indemnify, and save the District

harmless from any and all actions, suits, claims, damages, judgments, and executions or other forms of liability, liquidated or unliquidated, which any person may have or claim to have, now or in the future, arising out of or by reason of the deduction of the fair share fee specified by the exclusive representative as provided in this Agreement.

Section 5. Notification: At least forty-eight (48) hours prior to the scheduled time of any regular or special school board meeting, a copy of the agenda shall be emailed to the Union president.

Section 6. Notification of Assignments: The District will notify the Exclusive Representative in writing of each employee's assignment no later than five (5) working days before the start of each school year and/or within five (5) working days after the employee is hired by the School District.

Section 7. Use of District Facilities and Equipment: The District will allow the Exclusive Representative to use District facilities for meetings utilizing the normal facility use procedures. Exclusive Representative Members will be allowed to store Exclusive Representative materials in their rooms or work sites in a place not available to students. In addition, the Exclusive Representative shall have the right to use equipment, including duplicating or printing equipment, binding equipment, calculating machines, audio-visual equipment, and computer and word-processing equipment at reasonable times when such equipment is not in use. Any materials and supplies used will be at the expense of the bargaining unit.

Section 8. Exclusive Representative Business: The School Board must afford reasonable time off to elected officers or appointed representatives of the Exclusive Representative for the purposes of conducting the duties of the Exclusive Representative and must, upon request, provide for leaves of absence to elected or appointed officials of the Exclusive Representative. Bargaining unit business will otherwise be conducted during non-duty time (i.e. during duty free breaks, duty free lunch, or during non-compensated time).

## ARTICLE VI RATES OF PAY

### Section 1. Rates of Pay:

Subd. 1. 2016 – 2018 Rates of Pay: The salaries reflected in Schedule A and Schedule B shall be a part of the Agreement for the period commencing July 1, 2016, to June 30, 2018.

Subd. 2. Status of Salary Schedule: For the duration of this Agreement, advancement on any salary schedule shall be subject to the terms of this Agreement. In the event a successor Agreement is not entered into prior to the expiration of this Agreement, an employee shall be compensated according to the current rate until a successor Agreement is fully ratified. Any newly negotiated rate of pay will be retroactive effective July 1.

Subd. 3. Step movement(Advancement): Step movement within any classification shall occur on July 1. An employee must work a minimum of 86 days in his or her assignment before June 30 in order to receive a step on July 1. In the event a successor Agreement is not entered into prior to the expiration of this Agreement, an employee shall be compensated according to the current rate until a successor Agreement is entered into.

Subd. 4. All hourly employees shall round their amount of time worked to the nearest quarter hour.

Subd. 5 All employees shall receive their pay in bi-monthly payments based on time actually worked. In the event such pay date falls on a weekend or a holiday, employees shall be paid on the last prior weekday. Paydays will occur in 24 equal installments.

Section 2. Withholding Salary Advancement: An individual employee's salary advancement is subject to the right of the District to withhold salary increases for good and sufficient grounds. An action withholding a salary increase shall be subject to the grievance procedure.

### Section 3. Employee Classifications and Change in Classification

Subd. 1. For the purposes of salary and promotion, ESP's shall be divided into the following classifications:

Custodial:

Clerical:

Paraprofessionals:

Kitchen: Assistant Cook, Kitchen Aid,

Section 4. Employee Levels:

Level I: All 8 hour per day year around employees.

Level II: All employees who work a minimum of 1026 Hours.

Level III: All employees who work a minimum of 536 hours.

ARTICLE VII

403(b)/457(b) MATCHING CONTRIBUTION PLAN

Section 1. Eligibility: Pursuant to the provisions of M.S. 123B.02, Subd. 15. and Section 403(b)/457(b) of the Federal Internal Revenue Code, the District will make matching contributions for each employee who has completed at least one (1) year of working experience in the District.

Section 2. Amount of District Contribution:

Subd. 1. Full-time Employees: Level I and Level II, eligible employees, after completion of their first (1st) year of working experience in the District, shall be eligible for an annual District matching contribution as follows:

<u>Years of Service</u>	<u>Maximum Matching Contribution</u>	<u>Monthly</u>
2 - 12	\$ 300	\$25
13 - 16	\$ 420	\$35
17 - 22	\$ 600	\$50
23+	\$ 720	\$60

Subd. 2. Part-time Employees: Level III employees shall receive a matching contribution at 50% of the amount stated above.

Section 3. Vendors: Participation in the benefits of this article is limited only to employees who select one (1) of the District Approved vendors.

Section 4. Notice of Participation: To be eligible for the provisions of this article, an employee must notify the District, in writing, by September 1<sup>st</sup> of his/her intention to participate in this matching program and the amount of the employee’s contribution. This notice shall continue from year to year at the specified amount unless the employee notifies the District, in writing, otherwise.

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

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

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

ARTICLE VIII

GROUP INSURANCE

Section 1. Selection of Carrier: The selection of the insurance carrier and policy shall be made by the District as provided by law. Employees will be able to select their own benefit level from within the policies offered.

Section 2. Selection of District’s Group Health and Hospitalization Plan: The parties agree no employee shall select a group health and hospitalization plan that causes or will cause penalties, fees, or fines to be assessed against the District.

Section 3. Health and Hospitalization Insurance – Single Coverage: The District shall contribute a sum not to exceed \$ 400 per month toward the premium for individual coverage for each full-time employee employed by the District who qualifies for and is enrolled in single coverage in the District’s group health and hospitalization insurance plan. Any additional cost of the premium shall be borne by the employee and paid by payroll deduction.

Section 4. Health and Hospitalization Insurance – Family Coverage: The District shall contribute a sum not to exceed \$500 per month toward the premium for family coverage for each full-time employee employed by the District who qualifies for and is enrolled in family coverage in the District’s group health and hospitalization insurance plan. Any additional cost of the premium shall be borne by the employee and paid by payroll deduction.

Section 5. Claims Against the District: The District’s only obligation is to purchase an insurance policy and pay such amounts as agreed to in this Agreement, and no claim shall be made against the District as a result of a denial of insurance benefits by an insurance carrier.

Section 6. Duration of Insurance Contributions: An employee is eligible for District contribution as provided in this article as long as the employee is employed by the District, on paid status, and enrolled in the District’s group health and hospitalization insurance plan. Upon termination of employment, all District contributions shall cease.

Section 7. Eligibility: Level I and Level II employees are eligible for this benefit. Eligibility is also subject to any limitations contained in the contract between the insurance carrier and the District.

Section 8. Life Insurance: The District shall provide a \$10,000 life insurance policy for each employee that is scheduled and works a minimum of 15 hours per week. At age 70, the Basic Life and Employee Voluntary benefit will be reduced to 65% and to 50% at age 75. All other policies and procedures will be established by the insurance policy.

Section 9. Dental Insurance: The School District shall provide a group dental plan. The cost of the premium shall be borne by the employee and paid by payroll deduction.

Section 10. Long-Term Disability Insurance: The School District will provide a Long Term Disability policy. An employee will be eligible for long term disability if they work 500 hours or more per year. An employee must have been unable to work for 90 consecutive calendar days and have exhausted all of their sick leave. Long Term Disability coverage will pay up to two-thirds of the salary earned at the time of disability. The qualifications and procedures established by the insurance company will be utilized in determining the procedures to be followed. Employees will be notified at the beginning of each school year if there are any changes to the qualifications and procedures. The cost of LTD insurance shall be paid by the district.

Section 11. Flexible Benefit Plan: The district will provide a Flexible Benefit Plan of all employees under Internal Revenue Service Section 125 at the expense of the district.

## ARTICLE IX LEAVES OF ABSENCE

### Section 1. Sick Leave:

Subd. 1. Earning: A Level I employee shall earn twelve (12) days of sick leave each year of employment by the District. Annual sick leave shall accrue monthly as it is earned on a proportionate basis to the employee’s work year.

Subd. 2. Accumulation: For a Level I employee Unused sick leave days may accumulate to a maximum of (150) days of sick leave per employee.

An Level II and Level III employee shall earn sick leave at the rate of 1 hour for every 20 hours worked in the employ of the District. Annual sick leave shall accrue monthly as it is earned on a proportionate basis to the employee’s work year. Unused sick leave hours may accumulate to a maximum credit of:

Level II- 1040 Hours  
Level III- 911 Hours

Subd. 3. Use: Sick leave with pay shall be allowed whenever an employee’s absence is found to have been due to the employee’s illness and/or disability, or a member of the employee’s immediate family, which prevented his/her attendance at school and performance of duties on that day or days. “Immediate family” is defined as the employee’s

spouse, child and child's spouse, parent and parent's spouse, brother and brother's spouse, sister and sister's spouse, grandparent and grandparent's spouse, grandchild and grandchild's spouse or other relative who was living in the same household as the employee. Pursuant to M.S. 181.9413, an employee may use his/her accumulated sick leave and the District limits use as permissible.

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

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

Subd. 6. Approval: Sick leave pay may be approved only upon the employee's submission of a signed request upon the authorized sick leave pay request form available in each building office.

Section 2. Personal Leave: Employees will earn two days of personal leave not deducted from sick leave and one day that will be deducted from sick leave.

Subd. 1 Personal leave must be taken in full or half days.

Subd. 2. Personal leave may not be taken during the first and last week of school except in emergency or special situations approved by the Superintendent.

Subd. 3. If an employee's hire date is after the first semester the employee will receive one personal day not charged to sick leave.

Section 3. Workers' Compensation: Pursuant to M.S. Chapter 176, an employee injured on the job in the service of the District and collecting workers' compensation insurance may draw sick leave and receive full salary from the District, the salary to be reduced by an amount equal to the insurance payments, and only that fraction of the days not covered by insurance will be deducted from accrued sick leave.

Section 4. Bereavement Leave: With the written approval of the District, up to five (5) days of leave will be allowed, the days to be deducted from sick leave, for death in a full-time employee's immediate family. "Immediate family" is defined as the employee's spouse, child and child's spouse, parent and parent's spouse, brother and brother's spouse, sister and sister's spouse, grandparent and grandparent's spouse, grandchild and grandchild's spouse or other relative who was living in the same household as the employee.

Section 5. Child Care Leave:

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

Subd. 2. Request: An employee making application for child care leave shall inform the District in writing of the request to take the leave at least three (3) calendar months before commencement of the intended leave.

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

Subd. 4. Duration: In making a determination concerning the commencement and duration of a child care leave, the District shall not, in any event, be required to:

- (1.) grant any leave more than twelve (12) months in duration;
- (2.) permit the employee to return to employment prior to the date designated in the request for child care leave.

Subd. 5. Reinstatement: An employee returning from child care leave shall be reinstated in a position for which he/she is qualified unless previously discharged or laid off.

Subd. 6. Failure to Return: Failure of the employee to return by the date determined under this section shall constitute grounds for termination unless the District and the employee mutually agree in writing to an extension in the leave.

Subd. 7. Salary and Fringe Benefits: Leave under this section shall be without pay or fringe benefits.

Section 6. Family and Medical Leave (FMLA): FMLA leave shall be granted pursuant to applicable law.

Section 7. Jury Service: An employee who serves on jury duty shall be granted the day or days necessary as stipulated by the court to discharge this responsibility without any salary deduction or loss of basic leave allowance. The compensation received for jury duty service shall be remitted to the District.

Section 8. Military Leave: Military leave shall be granted pursuant to applicable law.

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

Section 10. Credit: An employee who returns from unpaid leave shall retain experience credit for pay purposes and other benefits which had accrued at the time leave began. No credit shall accrue for the period of time that an employee was on unpaid leave.

## ARTICLE X HOURS OF SERVICE AND DUTY YEAR

Section 1. Basic Work Week: The employee's basic work week, exclusive of lunch, shall be prescribed by the District. An employee who is asked to work overtime shall be given a 48 hour notice unless the request is due to an emergency. If at all possible an employee rotation shall be used for overtime.

Section 2. Basic Work Year: The employee's basic work year shall be prescribed by the District.

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

Section 4. Shifts and Starting Times: All employees will be assigned starting times and shifts as determined by the District.

Section 5. Lunch Period: Level I and Level II employees shall be provided a duty-free lunch period of at least thirty (30) minutes.

Section 6. Break Period: Level I employees will receive two fifteen (15) minute breaks. Level II employees will receive one fifteen (15) minute break. Level III employees will receive one fifteen (15) minute if their assignment is three consecutive hours or more.

Section 7. School Closing: In the event that school is closed for any reason and the District does not require employees to perform services, the employees' compensation shall be reduced accordingly. The district reserves the right to require employees of certain classifications to perform service on some days that school is closed.

Section 8. Paraprofessional Training: Paraprofessionals will be given two (2) one half (.5) days of training per year on a scheduled released date or other times as designated by the District. All paraprofessionals will be required to attend.

ARTICLE XI  
HOLIDAYS

Section 1. Paid Holidays: Level I employees shall be granted the following ten (10) paid holidays:

New Year's Day	Labor Day
President's Day	Veterans Day/Deer Day
Good Friday	Thanksgiving Day
Memorial Day	Christmas Eve Day
Independence Day	Christmas Day

Section 2. Weekends: Any holiday that falls during a weekend will be observed on a day established by the School District.

Section 3. School in Session: The District reserves the right, if school is in session, to cancel any of the holidays noted in Section 1. above and establish another holiday in lieu thereof. Any legal holiday or any holiday which falls within an employee's vacation period shall not be counted as a vacation day.

ARTICLE XII  
VACATIONS

Section 1. Eligibility: This article shall apply only to Level I employees.

Section 2. Earned Vacation: Full-time employees, as defined in this article, shall accrue vacation as follows:

40 hours	1st year employee
80 hours	2nd year through 10 <sup>th</sup> year
120 hours	11 <sup>th</sup> year through 15 <sup>th</sup> year
160 hours	16 <sup>th</sup> year through 20 <sup>th</sup> year
200 hours	21 <sup>st</sup> year and over

Section 3. Application:

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

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

ARTICLE XIII  
DISCIPLINE, DISCHARGE, AND PROBATIONARY PERIOD

Section 1. Probationary Period: An employee shall serve a probationary period of four (4) months of continuous service in the District, during which time the District shall have the unqualified right to suspend without pay, discharge, or otherwise discipline such employee. During this probationary period, the employee shall have no recourse to the

grievance procedure insofar as suspension, discharge, or other discipline is concerned. However, a probationary employee shall have the right to bring a grievance regarding any other provisions of the Agreement alleged to have been violated.

Section 2. Probationary Period; Change of Classification: In addition to the initial probationary period, an employee transferred or promoted to a different classification shall serve a new probationary period of three (3) calendar months in any such new classification. During this three (3)-month probationary period, if the District determines that the employee's performance in the new classification is unsatisfactory, the District shall have the right to reassign the employee to the former classification.

Section 3. Completion of Probationary Period: An employee who has completed the probationary period may be suspended without pay or discharged only for just cause.

Section 4. Discipline: The District shall have the right to impose discipline on its employees for just cause. Discipline shall consist of oral reprimand, written reprimand, suspension with pay, suspension without pay, and discharge. The District reserves the right to impose discipline at any level as it determines based upon the circumstances surrounding the action. A conference between the employee and his/her supervisor shall be held prior to the imposition of written reprimand, suspension without pay, or discharge. An oral or written reprimand may be grieved up to Level III of the grievance procedure but may not be carried to arbitration.

Section 5. Discipline and Surveillance: If video evidence is to be used in determining potential employee discipline, the following guidelines must be followed.

- a. Video surveillance may occur in any school district building or on any school district property.
- b. A video recording of the actions of employees may be used by the school district as evidence in any disciplinary action brought against an employee(s) arising out of the employee's actions in school district buildings or on school grounds.
- c. Employees may request data from the surveillance systems when they are subjects of the data collected. To the extent permitted by the Minnesota Government Data Practices Act and the Family Educational Rights and Privacy Act, the district will make that data available to the subject-employee for inspection at no cost to the employee. If the employee requests a copy of this data, the employee will reimburse the District for the actual costs and expenses incurred in providing a copy of the data.

## ARTICLE XIV GRIEVANCE PROCEDURE

Section 1. Definitions:

Subd. 1. Grievance: Grievance means a dispute or disagreement regarding the application or interpretation of any term of this Master Agreement required under Minnesota Statutes, section 179A.20, subdivision 1.

Subd. 2. Grievant(s): The word, "grievant(s)," shall mean an individual employee, a group of employees, or the exclusive representative who/which files a grievance as defined in Subd. 1. above.

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

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

Section 3. Interpretations:

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

Subd. 2. Computation of Time: In computing any period of time prescribed or allowed by procedures in this article, the date of the act, event, or default for which the designated period of time begins to run shall not be included.

Subd. 3. Filing and Postmark: The filing or service of any notice or document required by this Agreement 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 4. Time Limitation and Waiver: A grievance shall not be valid for consideration unless the grievance is submitted to the District's designee in writing, signed by the exclusive representative, setting forth the facts and the specific provision(s) of the Agreement allegedly violated and the particular relief sought within twenty (20) days after the date that the first event giving rise to the grievance occurred. Failure to file any grievance within such period shall be deemed a waiver of that grievance. Failure to appeal a grievance from one level to another within the time periods provided below shall constitute a waiver of the grievance.

Section 5. Resolution of Grievance: The District and the exclusive representative shall attempt to resolve all grievances which may arise during the course of employment as follows:

Subd. 1. Level I: An effort shall first be made to resolve an alleged grievance informally between the exclusive representative and the immediate supervisor.

Subd. 2. Level II: If the grievance is not resolved through informal discussion, the exclusive representative must file the grievance in writing to the immediate supervisor within the twenty (20) day time limit stated above. The immediate supervisor shall give a written decision on the grievance to the parties involved within ten (10) days after receipt of the written grievance.

Subd. 3. Level III: In the event the grievance is not resolved in Level II, the decision rendered may be appealed to the Superintendent, provided such appeal is made, in writing, within five (5) days after the receipt of the decision in Level II. If a grievance is properly appealed to the Superintendent, the Superintendent or his/her designee shall, within fifteen (15) days, set a time to meet regarding the grievance after receipt of the appeal. Within ten (10) days after the meeting, the Superintendent or his/her designee shall issue a written decision to the parties involved.

Subd. 4. Level IV: In the event the grievance is not resolved in Level III, the decision rendered may be appealed to the School Board, provided such appeal is made, in writing, within five (5) days after the receipt of the decision in Level III. If a grievance is properly appealed to the School Board, the School Board shall hear the grievance within twenty (20) days after receipt of the appeal. Within twenty (20) days after hearing the grievance, the School Board shall issue its written decision to the parties involved. At the option of the School Board, a committee or representative(s) of the School Board may be designated by the School Board to hear the appeal at this level and report the findings and recommendations to the School Board. The School Board shall then render its decision.

Section 6. Denial of Grievance: Failure by the School Board or its representative(s) to issue a decision within the time period provided in this article shall constitute a denial of the grievance, and the exclusive representative may appeal it to the next level.

Section 7. Arbitration Procedures: In the event that the exclusive representative and the School Board are unable to resolve any grievance, the grievance may be submitted to arbitration as explained in this article.

Subd. 1. Request: A request to submit a grievance to arbitration must be in writing signed by the exclusive representative, and such request must be filed in the office of the Superintendent within ten (10) days following the decision in Level III above.

Subd. 2. Prior Procedure Required: No grievance shall be considered by the arbitrator which has not first been duly

processed in accordance with the grievance procedure and appeal provisions.

Subd. 3. Selection of Arbitrator: Within ten (10) days of service of written notice of intent to arbitrate, the employer's chief administrative officer or designee shall consult with the agent of the exclusive representative and endeavor to mutually agree upon an arbitrator to hear and decide the grievance. If the parties do not agree upon the selection of an arbitrator, either party may request a list of impartial arbitrators from the Bureau. The parties shall alternatively strike names from a list of five names to be provided by the Bureau until only one name remains, and the remaining name shall be the designated arbitrator. The determination of which party will commence the striking process shall be made by mutual agreement or a flip of a coin. If one party refuses to strike names from the list provided by the Bureau, the other party may serve written notice of this fact upon the Bureau, with a copy to the offending party. Unless it is confirmed that the parties have otherwise selected or agreed upon an arbitrator within three days of service of the notice of refusal or failure to strike names, the Bureau shall designate one name from the list previously provided to the parties and the person so designated by the Bureau shall have full power to act as the arbitrator of the grievance.

Subd. 4. Hearing: The grievance shall be heard by a single arbitrator, and both parties may be represented by such person(s) as they may choose, 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 issues before the arbitrator.

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 of arbitration decisions as provided in PELRA. The arbitrator shall issue a written decision and order including findings of fact which shall be based upon substantial and competent evidence presented at the hearing. All witnesses shall be sworn upon oath by the arbitrator.

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 of the hearing shall be made at the request of either party. The parties shall share equally the fees and expenses of the arbitrator, the cost of the transcript or recording if requested by 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 transcript shall pay for such a copy.

Subd. 7. Jurisdiction: The arbitrator shall have jurisdiction over disputes or disagreements relating to grievances properly before him/her pursuant to the terms of this procedure. The jurisdiction of the arbitrator shall not extend to proposed changes in terms and conditions of employment contained in this Agreement; nor shall an arbitrator have jurisdiction over any grievance which has not been submitted to arbitration in compliance with the terms of the grievance and arbitration procedure as outlined in this article; 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 District, its overall budget, utilization of technology, the organizational structure, and selection and direction and number of personnel. In considering any issue in dispute, the arbitrator's order shall give due consideration to the statutory rights and obligations of the School Board to efficiently manage and conduct its operation within the legal limitations surrounding the financing of such operations.

Section 8. Election of Remedies and Waiver: A party instituting any action, proceeding, or complaint in a federal or state court of law or before an administrative tribunal, federal agency, state agency, or seeking relief through any statutory process for which relief may be granted, the subject matter of which may constitute a grievance under this Agreement, shall immediately thereupon waive any and all rights to pursue a grievance under this article. Upon instituting a proceeding in another forum as outlined in this Agreement, the employee(s) shall waive the right to initiate a grievance pursuant to this article, or, if the grievance is pending in the grievance procedure, the right to pursue it further shall be immediately waived. This section shall not apply to actions to compel arbitration as provided in the Agreement or to enforce the award of an arbitrator.

ARTICLE XVI  
DURATION

Section 1. Terms and Reopening Negotiations: This Agreement shall remain in full force and effect for a period commencing July 1, 2016 through June 30, 2018, and thereafter as provided by PELRA. If either party desires to modify or amend this Agreement commencing at its expiration, it shall give written notice of such intent to the other party no later than one hundred twenty (120) days prior to said expiration. Unless otherwise mutually agreed, the parties shall not commence negotiations more than ninety (90) days prior to the expiration date of this Agreement.

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

Section 3. Severability: The provisions of this Agreement shall be severable, and if any such provision or the application of any such provision under any circumstances is held invalid, it shall not affect any other provisions of this Agreement or the application of any provision.

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

For EM WR Education Support Professionals

For the School District

\_\_\_\_\_  
Signature of EM- Willow River Education Support Professionals,  
President)

\_\_\_\_\_  
(Signature of School Board Chair)

\_\_\_\_\_  
Signature of EM- Willow River Education Support Professionals,  
Secretary)

\_\_\_\_\_  
(Signature of School Board Clerk)

Dated this \_\_\_\_ day of \_\_\_\_\_, 2016.

Dated this 13th day of September, 2016.

SCHEDULE A 2016 - 2017

<b>Year(s) of Service Classification</b>	1	2	3	4	5	6-10	11-15	16-20	21 Plus
Custodial	15.87	16.32	16.73	17.18	17.62	18.04	18.50	18.92	19.43
Clerical	14.84	15.31	15.79	16.23	16.70	17.17	17.58	18.08	18.61
Assistant Cook	15.31	15.78	16.23	16.70	17.17	17.58	18.08	18.54	19.07
Kitchen Aide	14.38	14.84	15.37	15.79	16.23	16.7	17.16	17.58	18.12
Paraprofessional	14.84	15.31	15.79	16.23	16.70	17.17	17.58	18.08	18.61

SCHEDULE B

<b>Year(s) of Service Classification</b>	1	2	3	4	5	6-10	11-15	16-20	21 Plus
Custodial	16.19	16.65	17.06	17.52	17.97	18.40	18.87	19.30	19.82
Clerical	15.14	15.61	16.11	16.55	17.04	17.52	17.93	18.44	18.98
Assistant Cook	15.61	16.09	16.55	17.04	17.52	17.93	18.44	18.91	19.46
Kitchen Aide	14.67	15.14	15.68	16.11	16.55	17.04	17.51	17.93	18.48
Paraprofessional	15.14	15.61	16.11	16.55	17.04	17.52	17.93	18.44	18.98

**Memorandum of Understanding Between Education Minnesota-Willow River ESPs and Independent School District 577, Willow River, MN.**

Whereas, Willow River ESPs is the exclusive representative for the support staff employed by the Independent School District 577 (Willow River); and

Whereas, Willow River ESPs and the District have negotiated a collective bargaining agreement (“Master Agreement”) for the period of July 1, 2016, and June 30, 2018;

It is hereby agreed the ISD 577 will provide Pam Larson above and beyond the regular contracted pay and benefits with the following for the duration of her employment with ISD 577 in her current position;

**Work Year:** The work year will consist of 210 days. The duty year will be approximately August 10<sup>th</sup> through June 15<sup>th</sup> each year, with the flexibility to work as needed over the summer. Work hours will be eight (7.5) hours per day, exclusive of a one-half lunch period and two paid fifteen (15) minute breaks.

**Sick Leave:** Sick leave shall be earned at a rate of eighty-eight (88) hours per year. The sick leave shall accumulate up to 1,040 hours per year after which no further leave shall be allowed. Up to five (5) days of sick leave may be used for the death of an immediate family member.

**Personal Leave:** Pam shall be entitled to three personal days each year without any deduction in pay or charged against accumulated sick leave, with the approval of the superintendent. An additional day of personal leave is available but will be subtracted from accumulated sick leave. Personal leave shall generally not be used during the first or last two weeks of school, except in special or emergency situations.

**Tax Sheltered Annuity.** The school district shall match an employee contribution to a qualified 403b Tax Sheltered investment on behalf of Pam, using the schedule below:

1 – 13 years	\$450
14 – 18	\$550
19 – 22	\$650
23 + Years	\$800

**Termination of Employment:** Pam (with continuous experience) shall be eligible to convert accumulated sick leave (up to the allowed maximum) multiplied by her current hourly rate of pay, to severance pay, unless terminated for cause.

See schedule below:

5 – 9 years	30%
10 – 19	55%
20+ years	60%

**Salary:** Pam’s salary for the 2016 – 2017 school year, shall be based on the following schedule: 11 – 15 years, \$22.13. 16-20 years. \$23.35. 20+ years, \$25.06. For the 2017 – 2018 school year, the schedule shall: 11 – 15 years, \$22.57. 16-20 years. \$23.82. 20+ years, \$25.56. This rate shall be improved by any future negotiated increase to Schedule A & B of the collective bargaining agreement.

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

For EM WR Education Support Professionals

For the School District

\_\_\_\_\_  
Signature of EM- Willow River Education Support Professionals,  
President)

\_\_\_\_\_  
(Signature of School Board Chair)

\_\_\_\_\_  
Signature of EM- Willow River Education Support Professionals,  
Secretary)

\_\_\_\_\_  
(Signature of School Board Clerk)

Dated this \_\_\_\_ day of \_\_\_\_\_, 2016.

Dated this 13th day of September, 2016.