

**AGREEMENT BETWEEN
INDEPENDENT SCHOOL DISTRICT NO. 484
AND
PIERZ EDUCATIONAL SUPPORT PROFESSIONALS, Local 6060
PIERZ, MINNESOTA
2021-2022 AND 2022-2023**

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AGREEMENT - PIERZ EDUCATIONAL SUPPORT PROFESSIONALS

ARTICLE I PURPOSE

Section 1. Parties: THIS AGREEMENT is entered into between Independent School District No. 484, Pierz, Minnesota, hereinafter referred to as the District or School District, and the Pierz Educational Support Professionals, Local 6060, hereinafter referred to as the exclusive representative, pursuant to and in compliance with the Public Employment Labor Relations Act of 1971 as amended, hereinafter referred to as the PELRA, to provide the terms and conditions of employment for educational support professionals.

ARTICLE II RECOGNITION OF EXCLUSIVE REPRESENTATIVE

Section 1. Recognition: In accordance with the PELRA, the School District recognizes Pierz Educational Support Professionals as the exclusive representative for educational support professionals employed by the School District, which exclusive representative shall have those rights and duties as prescribed by the PELRA and as described in the provisions of this Agreement.

Section 2. Appropriate Unit: The exclusive representative shall represent all such employees of the District contained in the appropriate unit as defined in Article III, Section 2 of this Agreement and the PELRA and in certification by the Commissioner of Mediation Services, if any.

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

Section 2. Description of Appropriate Unit: For purposes of this Agreement, the term educational support professionals shall mean all persons in the appropriate unit employed by the School District who are classified as education assistants and computer lab Administrators and part-time employees classified as education assistants and computer lab Administrators whose services exceed the lesser of 14 hours per week or 35 percent of the normal work week in the employees bargaining unit. Employees who hold positions of a temporary or seasonal character who are education assistants and computer lab Administrators for a period in excess of 67 working days in any calendar year shall be included in this appropriate unit as well.

Section 3. Student Management Aid Assigned to Transportation Services: If an employee serving in a position of Educational Support Professional is assigned the duty of Student Management Aid for an IEP student to assist in transportation services, the district will develop an agreed upon compensation rate and shift time for that duty. The agreed upon shift time will then count toward benefits as outlined in the Educational Support Professionals Master Agreement. The position of Bus Monitor assigned to a route by the district is distinct from the position of Student Management Aid and is not party to this contract or language.

Section 4. School District: For purposes of administering this Agreement, the term "School District" shall mean the School Board or its designated representative.

Section 5. Exclusive Representative: For purposes of administering this Agreement, the term "Exclusive Representative" shall mean the Pierz Educational Support Professionals or its designated representative.

Section 6. Other Terms: Terms not defined in this Agreement shall have those meanings as defined by the PELRA.

ARTICLE IV SCHOOL BOARD RIGHTS

Section 1. Inherent Managerial Rights: The exclusive representative recognizes that the School District is not required to meet and negotiate on matters of inherent managerial policy, which include, but are not limited to, such areas of discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, 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 Board 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 prescribed by the School Board and shall be governed by the laws of the State of Minnesota, and by School Board rules, regulations, directives and orders, issued by properly designated officials of the School District. The exclusive representative also recognizes the right, obligation and duty of the School Board and its duly designated officials to promulgate rules, regulations, directives and orders from time to time as deemed necessary by the School Board insofar as such rules, regulations, directives and orders are not inconsistent with the terms of this Agreement. The exclusive representative recognizes that the district, all employees covered by this Agreement, and all provisions of the Agreement are subject to the laws of the State of Minnesota Federal laws, rules, and regulations of the State Board of Education, and valid rules regulations and orders of the State and Federal Governmental Agencies. Any provision of this Agreement found to be in violation of any such laws, rules, regulations, directives or orders shall be null and void and without force and effect.

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

ARTICLE V EMPLOYEE RIGHTS

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

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

Section 3. Request for Dues Check Off: When a bargaining unit member has authorized a dues deduction, such authorization shall continue in effect for that year and from year to year, and cannot be canceled except by written notice from the Union President. A member seeking cancellation must provide written notice to the Union President, as per Education Minnesota policies.

Any bargaining unit member, or new hire who has applied for membership in the bargaining unit, authorizes the school district to deduct one sixteenth (1/16th) of such dues from the regular paycheck of the bargaining unit member for each pay period for 16 consecutive pay periods. The deductions will begin the first pay period on or after October 15. For bargaining unit members employed after the commencement of each school year, deductions of dues shall be made by the School District. The dues will be deducted equally between existing pay periods between the date of the bargaining unit members first pay date and May 31.

Section 4. Employment Confirmation: Employees shall receive written notice of tentative assignments by July 15th for the following school year.

Section 5. Vacancies: When vacancies occur, including leave of absence assignments that exceed one semester, the position shall be posted, so that current employees may be informed of the District's needs and apply for the opening if they choose to do so. The District shall email employees the vacancies in each building until the position is filled. If a current employee wishes to apply, a written request should be submitted to the building administrator and the superintendent for consideration.

Should the need to fill a vacancy occur during the summer, employees will be emailed a copy of the posted vacancy.

ARTICLE VI RATES OF PAY

Section 1. Step Placement: A new employee will be assigned a starting salary consistent with the salary schedule and documented experience. Documented experience includes: employment in schools, tutoring or instructional work, college credits – 20 semester credits may be counted as the equivalent of one year of experience, and/or other experiences providing instruction or support services to children.

Section 2. Basic Compensation: Hourly rates of pay are reflected in the schedules.

Section 3. Reassignment: If an employee moves from one position to another and the rate of pay of the new position is lower than the previous assignment, the employee shall continue to receive the rate of pay of the previous position until exceeded by the rate of pay of the new position.

Section 4. Step Increase: All employees represented in this Agreement shall have a July 1 anniversary date. Each employee, full-time or part-time, must work one-half of the days in a duty year, as defined in this Agreement, before the first working day of each year to receive a step increase as provided by this Agreement.

Section 5. Non-Duty Pay: Employees assigned hours or working as a substitute or summer school employee outside of their regular schedule will be paid at their regular current contract wage.

ARTICLE VII GROUP INSURANCE

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

Section 2. Health and Hospitalization Insurance – Single Coverage: The School District shall contribute a sum not to exceed **\$700.00** per month for the 2021-2022 and 2022-2023 contract years toward the premium for individual coverage for each employee employed by the School District and who qualifies for and is enrolled in the School District group health and hospitalization plan. The District contribution for health insurance will be prorated as follows: Employees receive the following:

- 32.5 or more hours per week = 100%
- 28-32 hours per week = 85%
- 24-27.5 hours per week = 70%
- 20.5-23.5 hours per week = 55%
- 20 or less hours per week = 0%

Any additional cost of the premium shall be borne by the employee and paid by payroll deduction. Staff who are both employees of District 484 and who are legally married may apply the District share of their individual Single Coverage toward the cost of Family Coverage.

Section 3. Health Reimbursement Account (HRA): Employees hired before February 1, 2002 shall have the option of participating in a HRA instead of participating in the District’s medical insurance plan. For employees electing this option, the School District shall compensate them by placing in the HRA 55% of the health and hospitalization annual basic single coverage. This contribution shall be subject to the same proration formula as for health insurance in Section 2 above.

Subd. 1. Purpose and Management: The purpose of the HRA shall be to provide an entity to manage the School District’s contribution toward payment of health care expenses. Each participating employee’s compensation shall be accounted for separately within the HRA. The School District’s business office shall be responsible for maintenance and management of the HRA. Expenses incurred by the business office for operating the HRA shall be financed from interest earned by the fund and School District subsidy. Interest earned beyond administration costs shall be transferred to the School District’s general fund. Payments from the fund will be made monthly for qualified claims.

This fund may only be used by employees and their immediate families. An “immediate family” shall include the same family members as defined and/or covered by the District’s medical insurance group provider. There shall be no limit on the amount a participant of the fund may accumulate.

Any balances remaining in a participant’s account at death may be used by the legal beneficiaries, as designated by the employee. Participants of the fund may, upon retirement, continue to withdraw from their account until it is depleted even though, upon retirement, the School District will make no further contributions. Retired participants and beneficiaries of the fund who fail to make written contact with the fund for more than a twelve (12) month period shall relinquish their investment in the fund. Employees who are involuntarily terminated shall not relinquish their individual account balances in the self-insured fund until they have exhausted their right to recall, if any, or have not made written contact with the self-insured fund for twelve (12) months. Probationary employees who are involuntarily terminated and employees who voluntarily terminate shall relinquish their individual account balances in the self-insured fund after twelve (12) months unless recalled prior to this time. All relinquished accounts of the self-insured fund shall be transferred to the School District’s general fund.

Subd. 2. Qualified Claims:

1. Medical Insurance Premiums.**
2. Dental Care.
3. Eye Care.
4. Prescription-Medical care prescribed by a licensed medical provider chiropractor, or any other licensed medical provider whose service is tax-exempt under IRS Code 213.d.
5. All other medical care which is tax-exempt under IRS Code 213.d. and cannot be prescribed such as medical provider office calls.
6. Income Protection Plan.

**Only claims allowable under new plan document per new ACA laws.

Subd. 3. The District's contribution to each participant's self-insured fund shall be made on the last regular pay day of the school fiscal year. In the event of partial participation (part of the contract year), the payment will be prorated to the time of non-participation.

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.

Section 5. Duration of Insurance Contribution: An employee is eligible for School District contribution as provided in this Article as long as the employee is employed and on paid status by the School District. Upon termination of employment, all district contribution shall cease.

ARTICLE VIII LEAVES OF ABSENCE

Section 1. Sick Leave:

Sub. 1. All employees' sick days will be available at the beginning of the contract year. An employee shall earn sick leave at the rate of 1.33 days for each month of service in the employ of the School District. For 9 month employees, this equals 12 days per year. Sick leave allowed shall be deducted from the accrued sick leave days earned by the employee. In the event that a newly hired employee does not work a sufficient amount of time to earn sick leave days which were in fact used, the school district may deduct a sum equal to the unearned but used sick leave from the employee's paycheck.

Subd. 2. Unused sick leave days may accumulate to a maximum of 100 days of sick leave per employee.

Subd. 3. Sick leave with pay shall be allowed whenever an employee's absence is found to have been due to the employee's illness and/or disability which prevented attendance at school and performances of duties on that day or days.

Subd. 4. An employee may use personal sick leave benefits provided by the employer for absences due to an illness of or injury to the employee's child for such reasonable periods as the employee's attendance with the child may be necessary, on the same terms the employee is able to use sick leave benefits for the employee's own illness or injury. This section applies only to personal sick leave benefits payable to the employee from the employer's general assets. For purpose of this section, "personal sick leave benefits" means time accrued and available to an employee to be used as a result of absence from work due to personal illness or injury, but does

not include short-term or long-term disability or other salary continuation benefits.

Subd. 5. Illness in an immediate member of the employee's family. (Spouse, son, daughter, mother, father, siblings, grandparents, grandchildren, parents-in-law, sons and daughters-in-law, stepchildren and person under legal guardianship.) A leave of absence without loss of pay, not to exceed five days for each occurrence or an accumulated total of **twenty** days may be granted for serious illness in the immediate family. Only three of the twenty days may be used for grandchildren. If the employee does not have any earned sick leave days, full salary deductions will be made for such leave.

Subd. 6. The School District may require an employee to furnish a medical certificate from a qualified medical provider as evidence of illness, indicating such absence was due to illness, in order to qualify for sick leave pay. However, the final determination as to the eligibility of an employee for sick leave is reserved to the School District. In the event that a medical certificate will be required, the employee will be so advised.

Subd. 7. Sick leave pay shall be approved only upon submission of a signed request upon the authorized sick leave pay request form available at the office.

Subd. 8. Sick leave may be utilized during the period of physical disability resulting from a condition of pregnancy. The employee shall provide the District with a medical provider's statement certifying the dates of disability. An unpaid leave for child care purposes may be granted at the discretion of the School District.

Section 2. Unused Sick Leave. An employee who has accumulated 100 days of sick leave by July 1 of each school year shall be eligible for unused sick leave pay. The eligible employee shall receive an annual payment for accumulated sick leave days in excess of 100 days at the rate of \$20 per unused sick leave day payable by July 15 of the following year. Days will be determined based upon the hours per day worked in each contract year. Payment for less than full time employees will be prorated.

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

Section 4. Bereavement: Up to two days of paid leave shall be allowed for death in the employee's immediate family.

Subd. 1. Immediate family is defined as the employee's father, mother, spouse, children, siblings, grandparents, parents-in-law, sons and daughters-in-law, brothers and sisters-in-law, grandchildren, step children and persons under legal guardianship.

Subd. 2. The first two (2) days used for funeral leave shall be granted without any deductions to the employee. If necessary, additional days may be granted at the discretion of the superintendent, the additional days will be deducted from the employee's accrued sick leave days.

Subd. 3. Funeral leave shall be approved upon the submission of a signed authorized funeral leave request form available at the office. Whenever possible the request should be submitted prior to taking the funeral leave or as soon thereafter as possible.

Section 5. Special Leave Day. All support staff employees may be granted special leave

at the discretion of the employee of no more than two (2) days per school year. Special leave days may only be used in half-day increments. One special leave day may be used in hourly increments. Educational Support Professionals who have not used their special leave days by the end of the school year may bank one special leave day per year with the maximum banked accumulation of one (1) day. Requests for this special leave must be made in writing to the superintendent at least three days in advance, except in the event of emergencies. The school district reserves the right to refuse to grant such leave if, under the circumstances involved, such leave should not be granted according to restrictions listed above. An additional special leave day will be granted to all educational support professionals with fifteen (15) years or more of service to the Pierz School District.

Except in emergency and/or special circumstances, no more than two educational support professionals shall be granted special leave from each building on the same day. Any exceptions made will be based on the availability of a substitute. Buildings are Pierz Healy High School, Pioneer Elementary, which includes district educational support professionals at Holy Trinity Elementary.

Section 6. 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 infant child, provided such parent is caring for the child on a full-time basis.

Subd. 2. An employee making an application for child care leave shall inform the superintendent in writing of intention to take the leave at least three calendar months before commencement of the intended leave.

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

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

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

Subd. 5. An employee returning from child care leave shall be reemployed in a position for which qualified unless previously discharged or placed on unrequested leave.

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

Subd. 7. Leave under this section shall be without pay or fringe benefits.

Section 7. Medical Leave:

Subd. 1. An employee, who has completed the initial probationary period, who is unable to perform duties because of illness or injury and who has exhausted all sick leave credit available or has become eligible for long term disability compensation, may, upon request, be granted a medical leave of

absence, without pay, up to six (6) months. This leave may be renewed at the discretion of the School District.

Subd. 2. A request for leave of absence, or renewal thereof, under this section shall be accompanied by a written medical provider's statement which includes the estimated time at which the employee is expected to be able to assume normal responsibilities.

Subd. 3. An employee is eligible for a twelve-week unpaid leave of absence for the birth of a child under their legal care. This leave can be used during the child's first year and applies to mothers, fathers, and adoptive parents.

Subd. 4. An employee who qualifies for either of these leaves and who participates in district group health insurance shall receive the school district share of health insurance premiums for the first twelve weeks of this leave.

Section 8. Family and Medical Leave:

Subd. 1. Pursuant to the Family and Medical Leave Act, 29 U.S.C. § 1201 et. seq., an eligible employee shall be granted, upon written request, up to a total of twelve (12) weeks of unpaid leave per year in connection with

- (1) the birth and first-year care of a child;
- (2) the adoption or foster placement of a child;
- (3) the serious health condition of an employee's spouse, child or parent, and
- (4) the employee's own serious health condition.

Subd. 2. Such leave shall be unpaid, except an eligible employee during such a leave shall be eligible for regular School District group health 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 insurance contribution, an employee must have been employed by the School District for the previous twelve (12) months and must have been employed for at least 1,250 hours during such previous twelve-month period. An employee who works less than 1250 may still apply for FMLA through the District Office.

Subd. 4. The employee may elect, or the School District may require the employee, to substitute paid vacation, paid 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 further make reasonable effort to schedule any treatment so as to minimize disruption of the work of the employer.

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 School District the monthly premium in advance, except as otherwise provided in Section 7, Family and Medical Leave. In the event the employee is on paid leave from the School District under Section 1, Sick Leave, or supplemented by sick leave pursuant to Section 2, Workers' Compensation hereof, the School District will continue insurance

contributions as provided herein until sick leave is exhausted. Thereafter, the employee must pay the entire premium for any insurance retained after the exhaustion of sick leave.

Section 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 commenced. No credit shall accrue for the period of time that an employee was on unpaid leave.

Section 11. Jury Duty: An employee shall be granted leave with pay for service on a jury. The employee shall turn over to the school district any per diem payment received as a result of service on a jury. Monies received as expenses shall be kept by the employee.

Section 12. School Conference and Activities Leave: A School District must grant an employee leave of up to a total of 16 hours during any school year to attend school conferences or classroom activities related to the employee's child, provided the conferences or classroom activities cannot be scheduled during nonwork hours. When the leave cannot be scheduled during nonwork hours and the need for the leave is foreseeable, the employee must provide reasonable written prior notice of the leave and make a reasonable effort to schedule the leave so as not to disrupt unduly the operations of the employers. The district agrees to pay up to 8 hours of leave for meetings with your child's teacher including conferences, IEP meetings and other academic related events, awards and recognitions, including graduation ceremonies from a post-secondary college. Other approved activity leave like athletics and performing arts performances and field trips will be unpaid.

Section 13. Hourly Unpaid Leave: Employees may be granted *two days of* hourly unpaid leave. The number of hours allowed per year will be limited to the number of hours the employee works daily. Unpaid leave will be awarded in ½ hour increments with a minimum amount of 1 hour per request. The employee must provide reasonable written prior notice of the leave and make a reasonable effort to schedule the leave so as not to disrupt unduly the operations of the schools.

Section 14. Unpaid Leave Days: Employees may be granted a leave of absence without pay for a maximum of two days per school year. Days may only be taken after the employee has used up all Special Leave days. Unpaid leave may only be used in half-day increments. Days may be taken consecutively or singly and shall not be deducted from accrued sick leave. Building Administrator or immediate Administrator may approve such leave upon receiving a written request from the employee. Requests shall be submitted at least three days in advance of the desired leave, unless approved by the superintendent in less days. For medical emergencies and deaths, additional days without pay may be approved by the superintendent.

Section 15. Flexible Float Day: Education Support Professionals will be granted one (1) Flexible Float Day, used at the discretion of the employee. This day may be used as a paid holiday, may be used to receive payment in lieu of make up hours for emergency cancellations, may be used as a Special Leave Day during the school year, in which case all stipulations of Special Leave Requests and approval apply, or it will be paid out at the employee daily rate of pay at the end of the year if it is unused.

ARTICLE IX HOURS OF SERVICE AND DUTY YEAR

Section 1. Basic Work Year: The work year shall be prescribed by the School District each year for 9 month employees as student contact days. Beginning in the 2012-13 school year, an additional training day will be added to the contract for training during the workshop week prior to the start of school.

Section 2. Basic Work Week: The work week shall be prescribed by the School District each year for each employee.

Section 3. Shifts and Starting Time: All employees will be assigned starting time and shifts as determined by the School District. Employees are entitled to up to fifteen (15) minutes of paid break time from work duties as necessary for each four (4) consecutive hours of work. The break time shall be scheduled by the building Administrator. Break time is non-accumulating. The District will not mandate a work shift that includes an unpaid 15 minute break in order to eliminate 4 consecutive hours without a break.

Section 4. Lunch Period: Employees shall be provided an unpaid duty free lunch period of at least 30 minutes.

Section 5. Make-Up Hours for School Closings: The school district will provide additional paid training opportunities throughout the school year that match or exceed any scheduled paid time that is lost in any school year because of late starts, school closings or school cancellations. The Education Support Professionals will provide the names of a few members of the group who will meet with building principals to determine any needed or desired professional development and plan those training opportunities. Staff meetings outside of the regular paid time, or other Administrator approved training events requested by individuals or available to staff may also serve to fulfill this requirement.

Section 6 Connected Learning Day (CoLD): On connected learning days an employee will be able to work from home for their normally compensated hours.

ARTICLE X DISCIPLINE, DISCHARGE AND PROBATIONARY PERIOD

Section 1. Probationary Period: An employee under the provisions of this Agreement shall serve a probationary period of twelve (12) months from date of hire, during which time the School District shall have the unqualified right to suspend without pay, discharge or otherwise discipline such employee; and during this probationary period, the employee shall have no recourse to the grievance procedure, insofar as suspension, discharge or other discipline is concerned. However, a probationary employee shall have the right to bring a grievance on any other provisions of the agreement alleged to have been violated. An employee who is on leave during their Probationary Period shall have their Probationary Period ending date extended by the amount of time that employee was on leave.

Section 2. Probationary Period; Change of Classification: An employee who is transferred or promoted to a different position shall serve a trial period of thirty (30) days in the new position. During this thirty (30) day trial period if it is determined by the school district that the employee's performance in the new position is unsatisfactory, the school district shall have the right to reassign the employee to their former position. If the employee so requests, the school district shall submit to the employee the reasons for reassignment in writing. If during the thirty day trial period the employee desires not to remain in the new position, he/she shall be reassigned to their former position as soon as possible.

Section 3. Completion of Probationary Period: An employee who has completed the probationary period may be suspended without pay or discharged only for just cause. An employee who has completed the probationary period and is suspended without pay or discharged shall have access to the grievance procedure.

ARTICLE XI SENORITY LIST, LAYOFFS AND RECALL

Section 1. Seniority List: On November 1st of each year, the District shall post a seniority list from its records in the elementary and high school staff lounges. The order will be determined by the

earliest date and time reported on the employee's initial signed contract received in the district business office. Employees in all classes will be placed on the same list. Each employee shall have 15 working days for review of the seniority list, after which time the list will be considered final. Any time any employee terminates their position in the unit, via a change in duties, hours or leaving employment, the employee will be removed from the seniority list and prior years of service will not be counted upon return to union membership.

Section 2. Lay-offs and Recalls: In the event of declining enrollment, financial need or changes in programming requiring employees to be laid off, the below listed guidelines for use of the seniority list shall be followed:

- a. Seniority will be the determining factor in lay-offs and recalls. When all other factors are equal, seniority will be the determining factor in position assignments.
- b. In the event of a tie in seniority for any employees hired prior to July 1, 2013, the school district shall have the discretion to select the employee(s) who will be laid off. Employees hired after July 1, 2013 shall have the time and date on the contract when it is signed and presented to the district business office, which will serve as the seniority order for any employees hired on the same date.
- c. Employees may not use seniority to bump employees in another classification from their position, unless the employee has prior years of service in the other respective classification.

ARTICLE XII 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 or application of terms and conditions contained in this Agreement.

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

Section 3. Definitions and Interpretation:

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 law.

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

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

Section 4. Time Limitation and Waiver: A grievance shall not be valid for consideration unless the grievance is submitted in writing to the School District's designee, setting forth the facts and the specific provision of the Agreement allegedly violated and the particular relief sought within twenty (20) days after the date of the first event giving rise to the grievance occurred. Failure to file any grievance within such period shall be deemed a waiver thereof. Failure to appeal a grievance from one level to another within the time periods hereafter provided shall constitute a waiver of the grievance. An effort shall first be made to adjust an alleged grievance informally between the employee and the School District's designee.

Section 5. Adjustments of Grievance: 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: If the grievance is not resolved through informal discussions, the School District designee shall give a written decision on the grievance to the parties involved within ten (10) days after receipt of the written grievance.

Subd. 2. Level II: In the event the grievance is not resolved in Level I, the decision rendered may be appealed to the superintendent of schools, provided such appeal is made in writing within five (5) days after receipt of the decision in Level I. If a grievance is properly appealed to the superintendent, the superintendent or designee 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 or designee shall issue a decision in writing to the parties involved.

Subd. 3. Level III: In the event the grievance is not resolved in Level II, the decision rendered may be appealed to the School Board, provided such appeal is made in writing within five (5) days after receipt of the decision in Level II. If a grievance is properly appealed to the School Board, the School Board shall set a time to hear the grievance within twenty (20) days after receipt of the appeal. Within twenty (20) days after the meeting, the School Board shall issue its decision in writing to the parties involved. At the option of the School Board, a committee or representative(s) of the Board may be designated by the Board to hear the appeal at this level, and report its findings and recommendations to the School Board. The School Board shall then render its decision.

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

Section 7. Denial of a Grievance: Failure by the School Board or its representative to issue a decision within the time periods provided herein shall constitute a denial of the grievance and the exclusive representative may appeal it to the next level.

Section 8. Mediation: Upon mutual agreement, the parties may petition the Bureau of Mediation Services for assistance in the resolution of any grievance prior to arbitration. If the parties so agree, the timelines for such review and appeal to arbitration shall be adjusted by mutual agreement between the parties.

Section 9. Arbitration Procedures: In the event that the employee and the School Board are unable to resolve any grievance, the grievance may be submitted to arbitration as defined herein:

Subd. 1. Request: A request to submit a grievance to arbitration must be in writing (see Appendix ___) signed by the exclusive representative, President, or designee, and such request must be filed in the office of the superintendent within ten (10) days following the decision in Level III of the grievance procedure.

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

Subd. 3. Selection of Arbitrator: Upon the proper submission of a grievance under the terms of this procedure, the parties shall, within ten (10) days after the request to arbitrate, attempt to agree upon the selection of an arbitrator. If no agreement on an arbitrator is reached, either party may request a list of arbitrators from the Bureau of Mediation Services (BMS), providing such request is made within twenty (20) days after request for arbitration. Failure to agree upon an arbitrator or the failure to request an arbitrator from the BMS within the time periods provided herein 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 issues before the arbitrator. The proceeding before the arbitrator shall be a hearing denovo.

Subd. 5. Decision: The decision by the arbitrator shall be rendered within thirty (30) days after the close of the hearing. Decisions by the arbitrator in cases properly before the arbitrator shall be final and binding upon the parties, subject, however, to the limitations of arbitration decisions as provided in the 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 fees and expenses of the arbitrator, the cost of the transcript or recording if requested mutually, and any other expenses which the parties mutually agree are necessary for the conduct of the arbitration. However, the party ordering the copy of such transcript shall pay for such copy.

Subd. 7. Jurisdiction: The arbitrator shall have jurisdiction over disputes or disagreements relating to grievances properly before the arbitrator pursuant to the terms of this procedure. The jurisdiction of the arbitrator shall not extend to proposed changes in terms and conditions of employment as defined herein and contained in this written agreement; nor shall an arbitrator have jurisdiction over any grievance which has not been submitted to arbitration 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, which shall include but are not limited to such areas of discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, the organizational structure, and selection and direction and number of personnel. In considering any issue in dispute, the arbitrator's order shall give due consideration to the statutory rights and obligations of the public school district to efficiently manage and conduct its operation within the legal limitations surrounding the financing of such operations.

Section 10. Election of Remedies and Waiver: A party instituting any action, proceeding or complaint in a federal or state court of law, or before an administrative tribunal, federal agency, state agency, or seeking relief through any statutory process for which relief may be granted, the subject matter of which may constitute a grievance under this Agreement, shall immediately thereupon waive any and all rights to pursue a grievance under this Article. Upon issuing a proceeding in another forum as outlined herein, the employee shall waive the right to initiate a grievance pursuant to this Article or, if the grievance is pending in the grievance procedure, the right to pursue it further shall be immediately waived. This section shall not apply to actions to compel arbitration as provided in this Agreement or to enforce the award of an arbitrator.

ARTICLE XIII DURATION

Section 1. Term and Reopening Negotiations: This Agreement shall remain in full force and effect for a period commencing on its date of execution, through **June 30, 2023**, and thereafter as provided by the PELRA. If either party desires to modify or amend this Agreement commencing at its expiration, it shall give written notice of such intent no later than May 1st prior to said expiration. Unless otherwise mutually agreed, the parties shall not commence negotiations more than 90 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 representing the employees. The provisions herein relating to terms and conditions of employment supersede any and all prior Agreements, resolutions, practices, School District policies, rules or regulations concerning terms and conditions of employment inconsistent with these provisions. Nothing in this Agreement shall be construed to obligate the School District to follow past practice that was in place prior to the execution of this Agreement.

Section 3. Finality: Any matters relating to the terms and conditions of employment, whether or not referred to in this Agreement, shall not be open for negotiation during the term of this Agreement without the mutual agreement of the parties.

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

ARTICLE XIV POST RETIREMENT HEALTH CARE SAVINGS PLAN

Section 1. Eligibility:

Subd 1: To be eligible for this benefit, employees must work an average of 30 hours per week during the school year.

Subd 2: If an employee has worked for the school district but had fewer hours than the required amount to qualify for the MSRS Contribution but is then moved to full time, their years of employment will be recognized and they will start at the number that correlates with their years of service.

Section 2. Contributions:

Subd. 1. The school district will make contributions into the employees' Minnesota Post Retirement Health Care Savings Plan (PRHCSP) account established under Minnesota Statutes, Section

352.98 (Minn. Supp. 2001) and as outlined in the Minnesota State Retirement System's Trust and Plan Documents. The district will contribute the following amounts annually, depending on the employee's years of service: 0-1 years \$0; 2-5 years \$70; 6-9 years \$175; 10-14 years \$350; and 15+ \$525. Upon the death of an employee, any payments owed but not yet paid into the HCSP, will be paid out to the employee's beneficiaries or their estate. The total district contribution per employee shall be capped at \$10,000.

Subd. 2. The employee will make contributions into the employees' Minnesota Post Retirement Health Care Savings Plan (PRHCSP) account established under Minnesota Statutes, Section 352.98 (Minn. Supp. 2001) and as outlined in the Minnesota State Retirement System's Trust and Plan Documents. The employee will contribute the following amounts annually, depending on the employee's years of service: 0-1 years \$0; 2-5 years \$70; 6-9 years \$175; 10-14 years \$350; and 15+ \$525.

Section 3. Unused Sick Leave Retirement Benefit: Employees who start the school year with 100 or more days in their Sick Leave Bank, including those allocated at the start of the year, will receive a contribution into the employee's MSRS Health Care Savings Account, of \$20, for each unused day greater than 50, that are remaining upon retirement.

Example: If the employee retires with 110 days of Unused Sick Leave, they received 60 days. If the employee retires with 80 days of Unused Sick Leave, they received 30 days.

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

For Pierz Educational Support Professionals
Address: 112 Kamnic St, Pierz, MN 56364

For Pierz School District No. 484
Address: 112 Kamnic St, Pierz MN 56364

President: _____

Chairperson: _____

Secretary: _____

Clerk: _____

Date: _____

Date: _____

Year One

2021-22

STEPS	Class II	Class IV
1	15.85	16.93
2	16.04	17.20
3	16.24	17.46
4	16.43	17.68
5	16.62	17.93
6	16.84	18.20
7	17.25	18.62
Exp. After 10	.85	.85
	18.10	19.47
Exp. After 15	1.40	1.40
	18.65	20.02

Year Two

2022-23

STEPS	Class II	Class IV
1	17.00	18.08
2	17.19	18.35
3	17.39	18.61
4	17.58	18.83
5	17.77	19.08
6	17.99	19.35
7	18.40	19.77
Exp. After 10	.85	.85
	19.25	20.62
Exp. After 15	1.40	1.40
	19.80	21.17

Schedule A Classifications

Classifications	Position
II	Education Assistant
IV	Computer Lab Supervisor

