

AGREEMENT

BETWEEN

INDEPENDENT SCHOOL DISTRICT #413

MARSHALL, MINNESOTA

AND

ADMINISTRATIVE SUPPORT GROUP

EFFECTIVE DATES:

JULY 1st, 2024 THROUGH JUNE 30th, 2026

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ARTICLE I PURPOSE

This agreement is entered into between Independent School District No. 413, Marshall, Minnesota, hereinafter referred to as the School District, and the Administrative Support Group Association, hereinafter referred to as the exclusive representative and/or The Association, pursuant to and in compliance with the Public Employment Labor Relations Act of 1971 as amended, hereinafter referred to as PELRA, to provide the terms and conditions of employment for clerical personnel.

The parties have reached certain understandings that they desire to confirm in this agreement.

ARTICLE II RECOGNITION OF EXCLUSIVE REPRESENTATIVE

Section 1. Recognition: In accordance with the PELRA, the School District recognizes the Administrative Support Group as the exclusive representative for the administrative and related employees 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 employees in the classifications of Elementary Secretary, Guidance Secretary, High School Secretary, Middle School Secretary and ALC School Secretary who are public employees within the meaning of Minn. Stat. 179A.03, Subd. 14, excluding supervisory, confidential and all other employees of the School District as contained in the appropriate unit as defined in the certification by the Commissioner of Mediation Services, Case No. 95-PCE-1369.

ARTICLE III RIGHTS OF THE PARTIES

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 subject to School Board rules, regulations, directives and orders, issued by properly designated officials of the School District. The exclusive representative also recognizes the right, obligation and duty of the School Board and its duly designated officials to promulgate rules, regulations, directives and orders from time to time as deemed necessary by the School Board insofar as such rules, regulations, directives and orders are not inconsistent with the terms of this Agreement.

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.

Section 5. Use of School District Property. The exclusive representative shall reimburse the School District for the use of school equipment, supplies, and labor used in association business. Prior approval for the use of School District resources is required. The association will be billed as per a cost schedule provided by the School District. Nothing herein shall require the School District to permit the exclusive representative to utilize any School District property except as determined by the School District.

Section 6. Limitation. Association business shall not be conducted on school time except as permitted by the School Board or its designee.

ARTICLE IV HOURS OF SERVICE AND DUTY YEAR

Section 1. Basic Work Week: The regular work week, exclusive of lunch, shall be prescribed by the School District each year for regular employees.

Section 2. Basic Work Year: The regular work year shall be prescribed by the School District each year for regular employees.

Section 3. Part-Time Employees: The School District reserves the right to employ such personnel as it deems desirable or necessary on a part-time or casual basis for time less than that of the regular employees.

Section 4. Lunch Period: Employees shall be provided with an unpaid duty free lunch period of at least 30 minutes as scheduled by the School District.

Section 5. School Closing: In the event school is canceled due to inclement weather, administrative support group employees are expected to report for work (road conditions permitting). If the administrative support group employee is unable to be at work, the following options shall be followed:

- (A) The hours missed may be made up at some other time if agreed upon by the employee and their immediate supervisor; Make-up hours along with regular work hours cannot exceed 40 hours per week.
- (B) The hours missed will be deducted from the employee's paycheck;
- (C) The hours missed can be paid by using earned compensatory time;
- (D) The employee may use vacation time if applicable.
- (E) The employee may use personal leave if applicable.

ARTICLE V COMPENSATION

Section 1. Rates of Pay.

Subd. 1. 2024-2025 Rates of Pay. The wages and salaries reflected in Schedule A attached hereto shall be a part of the agreement for the 2024-2025 contract year.

Subd. 2. 2025-2026 Rates of Pay. The wages and salaries reflected in Schedule B attached hereto shall be a part of the agreement for the 2025-2026 contract year.

Section 2. Successor Agreement. During the term 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 entered into.

Section 3. Withholding Salary Advancement. An individual employee's salary

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

Section 4. Salary Advancement.

Subd. 1. The length of time for the probationary period is one year. The length of time for the novice period is one year. The length of time for the class II period is two years. In essence an employee is eligible for class I pay after five years.

Subd. 2. Advancements. Advancements will be based on the length of service of those individual and yearly evaluations done by their supervisor. Evaluations will be scheduled prior to the employee's anniversary date and will be reviewed with the employee. Skill Rating refers to the degree of expertise and knowledge an employee has demonstrated and/or achieved within their respective classification. Advancement occurs when the employee achieves a predetermined level of skill development within a specific period of time. Advancement from probationary to either permanent (full/part time) status occurs when the individual demonstrates knowledge of the skills and procedures used in the department of assignment to the immediate supervisor. Employees not advanced at the end of the one-year probationary period will be released from employment.

Subd. 5. Non-advancement: If an employee is not advanced at the end of an advancement period, he or she may request in writing the reasons for non-advancement. The immediate supervisor and Director of Operations will respond within ten (10) days of the request in writing.

Subd. 6. Advancement Time Frame: All recommendations for appropriate advancement are to be brought to the attention of their immediate supervisor by the employee.

Section 5. Call Backs. An employee who is called in for an emergency after leaving the Employer's premises at the end of a workday will be paid at a minimum of two hours of pay and overtime, if applicable.

Section 6. Overtime.

Subd. 1. An employee performing duties more than forty (40) hours per week will be compensated at the rate of time and one-half or compensatory time at time and one-half.

Subd. 2. The School District shall determine whether to compensate the employee with overtime pay or compensatory time off. Compensatory time will be paid at overtime rates (time and one half). How and when it is paid (used) is up to the district. The employee and their immediate supervisor can use compensatory time to extend time off during a regular workweek. Compensatory time may be used by the employee as mutually agreed upon by the employee and their supervisor. Compensatory time may be used in case of inclement weather if the employee has hours accumulated.

Subd. 3. In any event, no more than 24 hours of compensatory time (16 hours of actual time worked) will be accrued. In the event such limit is reached, the employer shall provide overtime pay thereafter until the compensatory time is either used or paid.

Subd. 4. All overtime must be approved by the designed School District supervisor, in writing, in advance of the overtime work except in case of emergency.

Section 7. Holiday Pay. An employee required to work on a paid holiday will be paid at time and one-half for all hours worked in addition to holiday pay.

Section 8. Pre-approved Training Courses. The School District will pay for all tuition

and mileage for pre-approved training courses offered. The pre-approving agent will be the schools' Director of Operations. All course work will be accomplished on the employee's own time. One day per year will be allowed for an administrative support group employee to attend a workshop. The employee with his/her supervisor's prior approval will choose this work-related session

Section 9. Temporary Reassignment. An employee who is temporarily reassigned in a different position shall receive their regular compensation.

Section 10. Mileage Reimbursement. Mileage reimbursement for privately-owned vehicles approved for usage for School District business will be reimbursed at the federal allowable rate.

Section 11. District Commitment. In recognizing the importance of retaining highly qualified staff, an Administrative Support Group employee remaining with the district for a period of at least five (5) years with in an ASG position will receive a one-time lump sum payment in the amount of \$500. Administrative Support Group employee remaining with the district for a period of at least ten (10) years with in an ASG position will receive a one-time lump sum payment in the amount of \$750. Administrative Support Group employee who remains in the district, based on five-year increments, and based on the preceding language and criteria, in an ASG position will receive a one-time lump sum payment of \$1000 for each five-year anniversary thereafter.

ARTICLE VI 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:

Subd. 1. Individual Coverage: The School District shall contribute an annual sum not to exceed \$ \$8,950 toward the premium for individual coverage for the 2024-2025 year and not to exceed \$9,450 for the 2025-2026 year for each regular employee employed by the School District who qualifies for and is enrolled in the School District group health and hospitalization plan. Any additional cost of the premium shall be borne by the employee and paid by payroll deduction.

Subd. 2. Family Coverage: The School District shall contribute an annual sum not to exceed \$18,400 toward the premium for family coverage for the 2024-2025 year and not to exceed \$19,400 for the 2025-2026 year for each regular employee employed by the School District who qualifies for and is enrolled in the School District group health and hospitalization plan. Any additional cost of the premium shall be borne by the employee and paid by payroll deduction.

Section 3. Dental Insurance.

Subd. 1. Individual Coverage: The School District shall contribute an annual sum not to exceed \$325 for 2024-2026 toward the premium for individual dental coverage for each regular employee employed by the School District who qualifies for and is enrolled in the School District group dental plan. Any additional cost of the premium shall be borne by the employee and paid by payroll deduction.

Subd. 2. Employee Plus One Coverage: The School District shall contribute an annual sum not to exceed \$525 for 2024-2026 toward the premium for employee plus one dental coverage for each regular employee employed by the School District who qualifies for and is enrolled in the School District group dental plan. Any additional cost of the premium shall be borne by the employee and paid by payroll deduction.

Subd. 3. Family Coverage: The School District shall contribute an annual sum not to exceed \$610 for 2024-2026 toward the premium for family dental coverage for each regular employee employed by the School District who qualifies for and is enrolled in the School District group dental plan. Any additional cost of the premium shall be borne by the employee and paid by payroll deduction.

Section 4. Life Insurance. The School District shall provide all eligible employees with a \$25,000 term life insurance group policy to be paid for by the School District within the limits of the insurance carrier's contract.

Section 5. Long Term Disability. The School District shall provide each eligible employee with long term disability insurance in the School District's group long term disability plan.

Section 6. Flexible Benefits Plan. The School District shall maintain the Flexible Benefit Plan, which shall cover such employees as may qualify. The purpose of the plan is to provide the School District's employees with certain tax-advantaged benefits and to allow the employees to select from among the fringe benefits offered.. The cost of implementing and operating the plan shall be the responsibility of the School District.

Section 7. 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 8. 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 School District contribution shall cease.

Section 9. Eligibility: To be eligible for the full benefits provided in this Article and employee must be employed at least ten months per year and thirty hours per week. Employees employed at least nine months per year and thirty hours per week shall be eligible for prorated benefits. Employees employed less than nine months per year and 30 hours per week shall not be eligible for the benefits of this article. Eligibility is subject to any limitations contained in the contract between the Insurance Carrier and the School District.

Section 10. Early Retirement. An employee who retires after age 55, but prior to age 65, may continue health insurance benefits upon approval of the carrier, at the employee's own expense until the employee becomes eligible for Medicare.

ARTICLE VII HOLIDAYS

Section 1. Eligibility. All 12-month bargaining unit employees will be eligible for eleven (11) paid holidays per annum as follows:

1. Independence Day
2. Labor Day
3. MEA Friday
4. Thanksgiving Day
5. Day after Thanksgiving
6. Christmas Eve
7. Christmas
8. New Year's Day
9. Good Friday
10. Memorial Day
11. Juneteenth

Section 2. Scheduling of Paid Holidays. Paid holidays shall be those days as determined and scheduled by the School District. All paid holidays will be scheduled on non-student days.

Section 3. Part-Time Employees. Bargaining unit employees employed less than 12 months, but at least 9 months shall be eligible for those paid holidays that occur during their work year.

Section 4. Designation of Holidays. Holidays that occur on a weekend shall be honored on those days as determined by the School District. In the event a holiday needs to be rescheduled by the School District, another day in lieu thereof shall be scheduled by the School District.

ARTICLE VIII VACATIONS

Section 1. Eligibility. This article shall apply to employees who are regularly employed on a 12-month basis and a 40-hour week. However, 12-month employees regularly working less than a 40-hour week shall earn pro-rata vacations based upon their average hours of employment.

Section 2. Earned Vacations.

Subd. 1. Eligible employees as defined in this article shall accrue vacation as follows:

During the first four years of employment two weeks per annum

Five through nine years of employment three weeks per annum.

After nine years of employment four weeks per annum

Subd. 2. Pay shall be based upon a 40-hour week or average weekly salary if the employee is employed less than 40 hours per week.

Section 3. Vacation Scheduling.

Subd. 1. All vacation scheduling must be approved by the designated administrator.

Subd. 2. Vacation will usually be scheduled during the summer months when school is not in session. However, vacation requests will be considered during the school year to the extent that scheduling is consistent with the needs of the School District with the following considerations:

- A. Normally requests must be submitted at least two weeks in advance for approval by the designated administrator.
- B. Vacations will be limited by location in order to meet the needs of the School District.
- C. Normally vacations during the school year will not exceed one week.
- D. More latitude will be given to vacation requests during non-student days.
- E. Normally vacations will not be approved resulting in overtime.
- F. All vacation scheduled is subject to the final discretion of the School District consistent with the needs of the operation.
- G. If necessary and with administrative approval, one of these weeks may be used after six (6) consecutive months of employment.

ARTICLE IX LEAVES OF ABSENCE

Section 1. Sick Leave

Subd. 1, Sick Leave/Earned Sick and Safe Time (ESST) Accrual. Each 12-month, full-time employee (40 hours per week) shall be granted a total of 16 days

at the beginning of the fiscal year, July 1. Each 10-month, full-time employee (40 hours per week) shall be granted a total of 13 days at the beginning of the fiscal year, July 1. ESST shall be allowed whenever an employee's absence is found to have been due to reasons set forth in Minn. Stat. § 181.9447. Part-time employees will earn a minimum of 80 hours of ESST and shall earn prorated hours of sick leave proportionate to the employee's assigned hours.

Subd. 2. Maximum Accumulation. Sick leave/Earned Sick and Safe Time (ESST) shall be allowed to accumulate to a maximum of 920 hours for full-time employees. Part-time employees may accrue a maximum proportionate to the employee's workday.

Subd. 3. Sick Leave Incentive. If and when 920 sick leave hours are accumulated, those employees who do not utilize any more than twenty-four (24) sick leave or ESST hours in a fiscal year will be paid an incentive equivalent to thirty-two hours of pay at their regular rate. The payment will be made on the second pay period after the start of the following fiscal year. If the 920 hour sick day qualifier is not reached and those employees who do not utilize any more than twenty-four (24) sick leave or ESST hours in one fiscal year will be paid an incentive equivalent to twenty-four hours of pay at their regular rate. The payment will be made the same as above and the exclusion as indicated above applies to those who have not reached the maximum of nine-hundred-twenty (920) hours. If an employee is contracted for less than twelve months, this incentive will be prorated as to their current contract length.

Subd. 4. Bereavement Leave. Up to four (4) days per occurrence of bereavement leave, non-accumulative, shall be granted for death in the immediate and/or extended family of the employee or employee's spouse.

Subd. 5. Physician's Certificate. A certificate of illness by a physician may be required for absence in the discretion of the School District. If the School District requires such a certificate, the employee will be timely advised.

Subd. 6. Elective Surgery. Elective surgery should be scheduled during non-school duty months, however, if use of sick leave or ESST for purposes of elective surgery during the school year is necessary, it shall require a recommendation from a medical physician to be presented and approved by the principal 30 days prior to the proposed procedure

Subd. 7. Limitation. Sick leave or ESST shall not apply to an employee injured when working for another employer or in self-employment during off hours.

Subd. 8. Worker's Compensation. If injured while on school duty, sick leave or ESST may be used as provided above. If sick leave or ESST is used and workers' compensation pays for loss of time to the employee and the employee turns the check over to the School District, the School District will credit that valued amount of sick leave or ESST back to the employee.

Section 2. Personal Leave: In recognizing the importance of retaining highly qualified staff and keeping our staff healthy mentally and physically, an employee shall be granted 4 personal days per year. After 3 years of service an employee shall be granted 5 personal days per year. These days will not be deducted from sick leave, are non-accumulative, and may be used by the hour. Requests for personal leave shall be made to the employee's Building Principal. One day may be carried over to the next year with a maximum of 5 days accumulated at a time.

Section 3. Childcare Leave: An employee may be eligible for childcare leave as described below:

Subd. 1. Use. A childcare leave may be granted by the School District, subject to the provisions of this section and in accordance with provisions of Federal

guidelines under provisions of the Family Medical Leave Act, to one (1) parent of an infant child, provided such parent is caring for the child on a full-time basis.

Subd. 2 Request. An employee making application for childcare leave shall inform the Director of Operations in writing of intention to take the leave at least three calendar months before commencement of the intended leave.

Subd. 3 Pregnancy. If the reason for the childcare leave is occasioned by pregnancy, an employee may utilize sick leave or ESST pursuant to the sick leave provisions of the agreement during the period of physical disability associated with the pregnancy as determined by the attending physician. However, an employee shall not be eligible for sick leave during the period of time covered by a childcare leave.

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

- a. Grant any leave more than twelve (12) months in duration, including sick leave or ESST.
- b. Permit the employee to return to his/her employment prior to the date designated in the request for childcare leave.

Subd. 5. An employee returning from childcare leave shall be reemployed in a position for which the employee is licensed and 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.

Section 4. Jury Duty. Compensation received for jury duty resulting from an absence from work will be deducted from the employee's regular pay.

Section 5. General Leave.

Subd. 1. An employee may request a general leave of absence, without pay or benefits.

Subd. 2. The granting or denial of such a request shall be in the sole discretion of the School Board.

Section 6. 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 Insurance Contribution. 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.

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

Subd. 5 Notice. The employee will provide at least thirty (30) days of written notice through Frontline Central 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 7. Probationary Period. The parties agree that periods of time for which the employee is on an unpaid leave shall not be counted in determining the completion of the probationary period.

Section 8. Experience Credit. An employee who returns from an unpaid leave within the provisions of this Article shall retain all previous experience credit for pay purposes, and any unused leave time accumulated under the provisions of this agreement at the commencement of the leave. The employee shall not accrue additional experience credit for pay purposes or leave time during the period of absence for unpaid leave.

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 6, Family and Medical Leave. In the event the employee is on paid leave from the School District under Section 1, Sick Leave hereof, the School District will continue insurance contributions as provided herein until sick leave or ESST is exhausted. Thereafter, the employee must pay the entire premium for any insurance retained after the exhaustion of sick leave or ESST.

ARTICLE X

PROBATIONARY PERIOD, DISCIPLINE AND DISCHARGE

Section 1. Probationary Period: An employee under the provisions of this Agreement shall serve a probationary period of twelve (12) months of continuous service in the School District 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.

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 it is determined by the School District that the employee's performance in the new classification is unsatisfactory, the School District shall have the right to reassign the employee to the former classification.

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

have access to the grievance procedure.

Section 4. Seniority Date: Employees shall acquire seniority upon completion of the probationary period as defined in this Agreement and, upon acquiring seniority, the seniority date shall relate back to the first date of continuous service in a position governed by this Agreement. If more than one employee commences work on the same date, seniority ranking for such employees shall be determined by the School District.

Section 5. Progressive Discipline. The School District recognizes the concept of progressive discipline consisting of: 1) oral reprimand, 2) written reprimand, 3) suspension without pay, and 4) discharge. A conference between the employee and his/her supervisor shall be held prior to the imposition of written reprimand, suspension without pay or discharge. Normally the School District will utilize the levels of progressive discipline, in order. However, in the case of more serious infractions, the School District reserves the right to impose discipline, at any level, consistent with the seriousness of the infraction. An oral or written reprimand may be grieved up to Level III of the grievance procedure but may not be carried to arbitration.

ARTICLE XI LAY OFF

Section 1. Procedure. In the event of reduction in force, employees shall be laid off pursuant to the provision of this Article.

Section 2. Seniority. For the purposes of this Article, all employees shall have seniority commensurate with their total continuous years of service in the School District in their classification. Part-time service will not be credited the same as full-time towards seniority. A part-time employee will be credited seniority on a pro-rata basis.

Section 3. Lay Off and Recall. The selection of employees for lay off shall be made in reverse seniority order within classification. An employee so affected may transfer into a lower classification providing he/she has seniority over any person being displaced and meets the qualifications, for the position as determined by the School District.

Section 4. Recall List.

Subd. 1. A recall list shall be established by the district office. A notice of vacancy shall be mailed to eligible persons on the recall list to their last known address.

Subd. 2. Priority on the recall list shall be by length of continuous service in the School District at that classification.

Subd. 3. An employee will continue on a recall status for a period of two (2) years from the date of lay off. Any person on recall status, who applies for, is offered and refuses a position, for which he/she is qualified, will be removed from the recall list.

Section 5. Application.

Subd. 1. Part-time employees may not bump full-time employees within the same classification. An employee on layoff who receives a recall notice pursuant to this article shall report for work within ten (10) working days, except as otherwise agreed by the employee and the School District. An employee who does not report for work as provided herein shall be removed from the recall list and shall forfeit any further claims to a position in the School District.

Subd. 2. Positions in other classifications will be open for application by anyone, if someone on the recall list cannot fill them.

ARTICLE XII 403B MATCHING CONTRIBUTION

Section 1. 403(b) Matching Contribution Plan. Beginning July 1st, 2000, ASG employees shall be eligible to participate in a 403(b) matching contribution plan pursuant to Minn.

Stat. § 356.24.

Section 2. Eligibility. The School District will match eligible individual annual employee contributions up to \$1,450 per year for both 2024-2025 and 2025-2026 for those employees with zero to ten years of consecutive service; and \$1,750 per year for those employees with eleven years or more of experience for both 2024-2025 and 2025-2026. Part-time employees working half-time or more will be eligible for a pro-rated amount as determined by the Director of Operations based on 1712 hours being considered full-time for calculation purposes.

Section 3. Maximum Contribution. The maximum career matching contribution by the School District shall not exceed \$20,000.

Section 4. Participation. In order to participate, an employee must submit a salary reduction authorization agreement prior to July 1st of any school year. Changes in the amount of the contribution may be made only once per year, after the July 1st date.

Section 5. ASG Employees on Leave Eligibility. Employees on unpaid leave of absence may not continue to participate in the 403(b) plan during the period of absence.

Section 6. Severance Participation. Employees hired prior to July 1st, 2000, may elect to participate in the 403(b) Plan as described in this section or continue to be covered under the current severance language of Section 1 of this Article. If the employee chooses to participate in both programs, the School District shall subtract any amount paid to the employee's 403(b) matching contribution plan from the amount an employee would be guaranteed under the provisions of Section 1, Subds. 2 and 3 of this article. At the time of severance from the School District, the employee would receive in severance a lump sum amount calculated by computing the difference between the School District's contribution in the 403(b) plan and the amount guaranteed under the above-referenced section of this article.

ARTICLE XIII GRIEVANCE PROCEDURE

Section 1. Grievance Definition:

Subd. 1. Employee. A "grievance" shall mean an allegation in writing by an employee that the employee has been injured as a result of a dispute or specific disagreement between the employee and the Employer as to the interpretation or application of specific terms and conditions contained in this agreement.

Subd. 2. Group of Employees. A group of employees may file a grievance if a complaint arises out of the same transaction or occurrence and the facts and claim are common to all members of the group. Such grievance must be in writing and signed by all grievants in the group.

Subd. 3. Union Grievance. The Union may file a grievance if a complaint involving more than ten employees arises out of the same transaction or occurrence and the facts and claim are common to all members of the group. In order to pursue a group grievance, the Union must provide the names and signatures of the affected individuals no later than the third level of the grievance procedure. The Union group grievance may proceed only as to the employees identified in the appeal to arbitration. The Union may also file a grievance if the allegation involves a specific right of the Union as provided 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.

Section 4. Time Limitation and Waiver: A grievance shall not be valid for consideration unless the grievance is submitted in writing, signed by the grievant, 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 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 employee 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 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 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 days after receipt of the appeal. Within ten 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 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 days after receipt of the appeal. Within twenty 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 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 employee 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 signed by the grievant and such request must be filed in the office of the superintendent within ten 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 may, 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 the Commissioner of the Bureau of Mediation Services to submit a panel of seven arbitrators to the parties, pursuant to PELRA, provided such request is made within twenty (20) days* after request for arbitration. The request shall ask that the panel be submitted within ten (10) days* after the receipt of said request. Within ten (10) days* after receipt of the panel, the parties shall alternately strike names and the remaining name shall be the arbitrator to hear the grievance. The order of striking will be determined by lot. Failure to agree upon an arbitrator or the failure to request an arbitrator from the Commissioner within the time period as 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 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 by either or both parties, and any other expenses which the parties mutually agree are necessary for the conduct of the arbitration.

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 XIV 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 30th, 2024, 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 120 days 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 continue or discontinue existing or past practices or prohibit the School District from exercising all management rights and prerogatives, except insofar as this exercise would be in express violation of any term or terms of this Agreement.

Section 3. Finality: Any matters relating to the terms and conditions of employment, whether or not referred to in this Agreement, shall not be open for negotiation during the term of this Agreement.

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

President

Chair

Secretary

Clerk

Chief Association Negotiator

Chief School District Negotiator

Dated: _____

Dated: _____

**SCHEDULE
A 2024-2025**

CLASSIFICATION	PROBATIONARY	NOVICE	CLASS 2	CLASS 1
Administrative Support	\$19.97	\$21.29	\$23.60	\$26.01
Student Support	\$18.53	\$20.06	\$21.65	\$23.41

**SCHEDULE
B 2025-2026**

CLASSIFICATION	PROBATIONARY	NOVICE	CLASS 2	CLASS 1
Administrative Support	\$20.97	\$22.29	\$24.60	\$27.01
Student Support	\$19.53	\$21.06	\$22.65	\$24.41