

**AGREEMENT**

By and Between

**INDEPENDENT SCHOOL DISTRICT NO. 2142  
ST. LOUIS COUNTY, MINNESOTA  
HEALTH SERVICES (COTA)**

and

**TEAMSTERS GENERAL LOCAL UNION NO. 346  
Duluth, Minnesota**

July 1, 2021  
through  
June 30, 2023

# HEALTH SERVICES CONTRACT

JULY 1, 2021 THROUGH JUNE 30, 2023

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## **I.S.D. 2142 Health Services Contract**

July 1, 2021 through June 30, 2023

### **ARTICLE 1 PURPOSE**

This Agreement, entered into between the School Board of Independent School District No. 2142, Virginia, Minnesota, hereinafter referred to as the School Board, and the *Teamsters General* Local No. 346, hereinafter referred to as the Exclusive Representative, pursuant to and in compliance with the Public Employment Labor Relations Act of 1985, hereinafter referred to as the P.E.L.R.A. of 1985, as amended, to provide the terms and conditions of employment during the duration of this Agreement.

### **ARTICLE 2 RECOGNITION OF EXCLUSIVE REPRESENTATIVE**

#### **Section 1. Recognition:**

In accordance with the P.E.L.R.A. of 1985, as amended, the School Board recognizes Teamsters General Union Local No. 346 as the exclusive representative for employees, as identified in Appendix A of this Agreement, employed by the School Board of Independent School District No. 2142, which exclusive representative shall have those rights and duties as prescribed by the P.E.L.R.A. of 1985 and as described in the provisions of this Agreement.

#### **Section 2. Appropriate Units:**

The exclusive representative shall represent all such employees, as identified in Appendix A of this Agreement, in the appropriate unit employed by the School District in such classifications excluding the following: confidential employees, supervisory employees, essential employees, part-time employees whose services do not exceed the lesser of fourteen (14) hours per week or thirty-five percent (35%) of the normal work week in the employees bargaining unit, employees who hold positions of a temporary or seasonal character for a period not in excess of sixty-seven (67) working days in any calendar year, and emergency employees.

### **ARTICLE 3 DEFINITIONS**

#### **Section 1. Terms and Conditions of Employment:**

Shall mean the hours of employment, the compensation therefore including fringe benefits, and the employer's personnel policies affecting the working conditions of the employees.

#### **Section 2. Other Terms:**

Terms not defined in this Agreement shall have those meanings as defined by the P.E.L.R.A. of 1985.

## **ARTICLE 4 SCHOOL BOARD RIGHTS**

### **Section 1. *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 limitation and with its primary obligation to provide educational opportunity for the students of the School District.

The management of the Board of Education and the direction of the working forces, the operation of the said department, including the hiring, promoting, and retiring of employees, the suspending, discharging or otherwise disciplining of employees, the laying off and calling to work of the employees in connection with reduction or increase in the working forces, the scheduling of work, and the control and regulation of the use of all equipment and other property of the Board are the exclusive function of the Board.

Any provisions 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.

## **ARTICLE 5 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 his/her 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 duties of employment or circumvent the rights of the exclusive representative.

### **Section 2. *Employee Right to Join Union:***

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 Board. Employees covered in this Agreement shall not be eligible to become a Union Member until the one hundred twenty-first (121<sup>st</sup>) working day following the beginning of such employment with the School District.

### **Section 3. *Check-off of Union Dues:***

Employees shall have the right to request and be allowed dues check-off for the employee organization of their selection, provided that dues check-off and the proceeds thereof shall not be allowed an employee organization that has lost its

right to dues check-off pursuant to 179.64 to 179.75 of the P.E.L.R.A. of 1985. Upon receipt of a properly executed authorization card of the employee involved, the School District will deduct from the employee's check the dues that the employee has agreed to pay to the employee organization during the period provided in such authorization.

Deductions may be terminated by the employee giving thirty (30) calendar days written notice to the Secretary of the Local, after which the Secretary shall notify the business office to stop deductions.

## **ARTICLE 6 PROBATIONARY PERIOD**

### **Section 1. Probationary Period:**

Any new employee or re-hired employee covered under the provisions of this Agreement shall serve a probationary period of one hundred twenty (120) working days with the School District during which time the 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. Probationary period may be extended for a period of thirty (30) working days with mutual agreement between the School District and the Exclusive Representative Teamster's Local 346.

### **Section 2. Probationary Period, Change of Classification (Classification as defined in Appendix A of this Agreement):**

In addition to the initial probationary period, an employee transferred or promoted to a different classification shall serve a new probationary period of sixty (60) calendar days of continuous service in any such new classification. During the sixty (60) calendar days of continuous service, 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 their former classification.

## **ARTICLE 7 SENIORITY**

### **Section 1. Seniority Date:**

Employees shall acquire seniority upon completion of the probationary period as defined in this Agreement and, upon acquiring seniority, the seniority date (years and hours of service) shall relate back to the first date of service. If more than one employee commences work on the same date, seniority ranking for such employees shall be determined by hours of service.

- Subd.1. Employees who work in multiple positions under different Collective Bargaining Agreements, the Employee's seniority date will be established within the Collective Bargaining Agreement in which the most hours per week are worked.

*Section 2. Seniority List:*

A seniority list shall be updated in each building office in January of each calendar year, and a copy shall be sent to the Union Steward. It shall be the responsibility of the Union to distribute copies of the seniority list to its membership. Challenges must be made in writing to the Superintendent's office no later than ten (10) working days after the date of posting.

All regular full-time and part-time employees in accordance with the Unit certification of Article 2, Section 2, shall be granted seniority standing.

*Section 3. Loss of Seniority:*

An employee shall lose their seniority standing if:

1. Employee voluntarily resigns from employment;
2. Employee is discharged for cause; or suspended without pay for cause
3. Employee fails to report to work after being properly notified;
4. Employee fails to report to work after layoff within fifteen (15) calendar days after notice is served. (Notice will be made by both registered mail and first class mail. It is the responsibility of the employee to inform the administration of their current address and to be accessible for mail delivery.)

*Section 4. Job Postings:*

- a. Notice of all vacancies shall be posted for seven (7) working days in each designated building in the School District. The senior employee, if qualified according to the current job description of the newly posted position shall be considered and given the newly posted position or additional hours of employment.
- b. The School District shall be allowed to advertise to the general public during the initial seven (7) working day posting. No off the street hire will be interviewed or hired for the position until the internal posting procedure has been completed.
- c. All open positions shall be posted within seven (7) working days when a vacancy has occurred due to but not limited to terminations, resignations, etc. The determination whether to fill a vacated position shall be done in conjunction with Article 4 of this Agreement.

Subd.1: Job vacancies or new positions that are less than thirty-five percent (35%) of normal work week as outlined in Article 2 Section 2. above, the District shall have the authority assigned those hours to employee who have hours available and are willing to accept those additional hours.

*Section 5. Reduction in Force:*

The parties recognize the principle of seniority in the application of this Agreement, within classification, concerning reduction in force, provided the employee is qualified to perform the duties and responsibilities of the position. An employee on layoff shall retain their seniority and right to recall, within classification, in seniority order for a period of twenty-four (24) months after the date of layoff.

- Subd.1. In cases where the elimination of a permanent job positions within the District is needed, a senior employee may exert their seniority preference over an employee within the district in the same job classification or work and all classifications of work of a lower step in the established categories as found in Appendix "A" of this Agreement. The classifications of work are identified and listed, and ranked in order on Appendix "A". The District shall notify the Union thirty (30) calendar days prior to any job elimination of permanent jobs.
- Subd.2. Under no circumstances can an employee exert their seniority preference over any junior employee in a classification of work that is listed higher than the employee's present position, and no employee may exert bumping rights outside of their current contract.
- Subd.3. In the event of a layoff or reduction of hours in any classification or work, employees shall be laid off within the same district area according to seniority in the inverse order of hiring. Employees shall be rehired within the same district area according to their seniority in the inverse order of layoff. "District area" shall be defined as follows: South = South Ridge and Cherry Schools, North = North Woods, NE Range, and Tower-Soudan Schools. The District shall notify the Employee a minimum of ten (10) working days prior to any layoffs.
- Subd.4. Any employee who is on layoff status due to a permanent job elimination, who is offered employment within the district with hours of employment equal to or greater than that at the time of layoff shall have ten (10) working days to either accept or reject the position. Should the employee fail to accept the position, he/she would be terminated from employment.

*Section 6. Veteran's Preference:*

Nothing in this Agreement shall contravene, affect, or abrogate the Veteran's Preference Act, being Section 197.45 to 197.48 of the Minnesota Statutes 1957, as amended.

## **ARTICLE 8      GRIEVANCE PROCEDURE**

### **Section 1.      *Grievance Definition:***

A grievance shall mean an allegation by an employee resulting in a dispute or disagreement between the employee and the School Board as to the interpretation or application of terms and conditions of employment insofar as such matters are contained in the 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 their behalf.

- Subd. 1.      Representatives of the General Union Local 346, with the knowledge of the Superintendent, shall have access to the premises of the School District at reasonable times to investigate grievances and other problems with which they are concerned.

### **Section 3.      *Definitions and Interpretation:***

- Subd. 1.      EXTENSION: The parties, by mutual written agreement, may waive any step and extend any time limits in the grievance procedure.
- Subd. 2.      DAYS: Reference to district office working days in the procedures.
- Subd. 3.      COMPUTATION OF TIME: In computing any period of time prescribed or allowed by procedure 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 as 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 or ELECTRONIC DATE/TIME STAMP: 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 or electronic date/time stamp within the time period.

### **Section 4.      *Grievance Procedure:***

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.      STEP 1. Employees are encouraged to attempt to resolve their grievances, as defined by Article 8.1 on an informal basis with their building Principal.



If the matter cannot be resolved to the employee's satisfaction the employee shall attempt to adjust all grievances which may arise with the following procedure: (Note: Informal discussions starts the clock for the step 2, an employee does not have 28 days total to file a grievance 14 days total).

- Subd. 2. STEP 2. An Employee claiming a violation concerning the interpretation or application of this agreement shall, within fourteen (14) days after such alleged violation has occurred, present the grievance to the employee's building Principal as designated by the District. The grievance shall be presented in writing, setting forth the facts and the provision of the Agreement, Policy, or Law(s) that were violated, and the remedy to which they are seeking. The Principal will discuss and give a written answer to such Step (2) grievance within ten (10) days after receipt of the grievance.
- Subd. 3. STEP 3. A grievance not resolved at Step (2) may be appealed to Step (3) in writing within ten (10) days after the building Principal's final answer in Step (2), any grievance not appealed in writing to Step (3) within ten (10) days shall be considered waived. If appealed to Step (3), the grievance shall be presented by the Union Business Agent and discussed with the Superintendent of Schools. The Superintendent shall give the District's Step (3) answer in writing within ten (10) days after hearing the Step (3) grievance (If the Superintendent is the employee's direct supervisor, the grievance shall proceed to Step (4)).
- Subd. 4. STEP 4. A grievance not resolved in Step (3) may be appealed to Step(4) if appealed, the written grievance may, by mutual agreement, be submitted to mediation through petition to the Minnesota Bureau of Mediation Services within ten (10) days unless extended by mutual agreement within ten (10) days following the Superintendent's Step (3) answer. Any grievance not appealed in writing to Step (4) by the Union within ten (10) days shall be considered waived.
- Subd. 5. STEP 5. A grievance unresolved in Step (3) which the parties do not mediate, or which is unresolved at Step (4) may be appealed to Step (5) within ten (10) days and submitted to arbitration. The District and the Union may endeavor to select a mutually acceptable Arbitrator to hear and decide the grievance or may select an Arbitrator in accordance with the Rules established by the Bureau of Mediation Services. If the Board and the employee organization are unable to agree on an arbitrator, they shall request from the Director of the Bureau of Mediation Services, State of Minnesota, a list of five (5) names. The parties shall alternately strike names from the list of five (5) names. The list maintained by the Director of the Bureau of Mediation Services shall be made up of qualified arbitrators who have submitted an application to the Bureau. The parties shall alternately strike names from the list of five (5) arbitrators until only one (1) name remains. The remaining arbitrator shall hear and decide the grievance. If the parties are unable to agree on who shall strike the first name,

the question shall be decided by the flip of a coin. The arbitrator shall not have the power to add, to subtract from, or to modify in any way the terms of the existing contract. He/she shall have the power to make appropriate awards. The decision by the arbitrator shall be rendered within ninety (90) calendar days after the close of the hearing. The decision of the arbitrator shall be final and binding upon the parties. The decision shall be issued to the parties by the arbitrator and a copy shall be filed with the Bureau of Mediation Services, State of Minnesota.

Subd. 6. EXPENSES: Each party shall bear its own expenses in connection with arbitration, including expenses which the party incurs in connection with presenting its case in arbitration. The parties shall share equally fees and expenses of the arbitrator and any other expenses which the parties mutually agree are necessary for the conduct of the arbitration.

Subd. 7. An employee who seeks relief of a grievable event through procedures other than the grievance procedure above shall waive all rights to the above grievance procedure relative to the grievable event. This subdivision shall in no fashion preclude the employee from accessing relief available through the Veterans Preference Act.

Subd. 8. Timelines for grievance procedures may be waived by written mutual consent.

## **ARTICLE 9      SUSPENSIONS AND DISCHARGES**

*Section 1.* 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 2.* A member has the right to have a Union or its designee present at all disciplinary meetings.

## **ARTICLE 10      GENERAL PROVISIONS**

*Section 1.* The School Board agrees to permit the Union Steward to appear at all negotiations or grievance meetings, as outlined in Article 8, with the School Board in negotiations or disputes without loss of pay; provided, however, such meetings or negotiations are previously scheduled by the School Board or Superintendent. Such time spent outside of working hours shall not be compensated. However, the number of personnel taken from the operation of the employer from said work shall be left to the reasonable discretion of the Superintendent.

*Section 3.* The School Board will erect and maintain bulletin boards of reasonable size, which bulletin boards shall be for the use of the Union to post any notices or documents relating to Union affairs.

*Section 4.* Two (2) weeks written notice of their desire to terminate employment shall be given to the School Board by an employee.

*Section 5.* The Union shall, from time to time, notify the School Board of any changes in its officers and grievance committeemen and their addressees.

*Section 6.* *Jury Duty/Subpoena's:*  
All regular employees who are subpoenaed to appear or are called to jury duty, who have contacted the Superintendent immediately after notice, will reimburse the School District for all jury duty payments paid while performing jury duty if said payments would be less than the employee would have earned had he/she remained on district duty. In the event jury duty payments are in excess of the employee's district wages, the employee shall reimburse the district the difference between jury duty earnings and regular service wages. The employee is entitled to retain those funds paid in lieu of travel expenses.

**ARTICLE 11 Sick Leave and Family Medical Leave Act (FMLA)**

*Section 1.* All employees shall earn sick leave at a rate of one and one-half (1 ½ ) days per month. Days calculated by hours of work per day: i.e., 8 hour day equals 12 hours earned sick leave per month; 4 hour day equals 6 hours earned sick leave per month.

*Section 2.* Unused sick leave hours may accumulate to a maximum credit of one-thousand and eighty (1,080) hours of sick leave per employee, based on an eight (8) hour day. This sick leave is to be used based on the length of the employee's work day. Employees who have fallen outside of the bargaining unit will not be eligible to use their sick leave because of having their hours of work cut, but said employee shall not lose the accumulated hours. (Note: Calculation based on FTE model for all hourly workers.)

*Section 3.* Sick leave with pay shall be allowed whenever an employee's absence is found to have been due to illness which prevented their attendance and performance of duties on that day or days.

*Section 4.* The School District may require an employee to furnish a medical certificate from a qualified physician as evidence of illness, indicating such absence was due to illness, in order to qualify for sick leave pay. In the event that a medical certificate will be required, the employee will be so advised.

*Section 5.* Sick leave allowed shall be deducted from the accrued sick leave days earned by the employee.

*Section 6.* 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.

*Section 7.* Sick leave pay may be allowed for absence resulting from a condition of pregnancy. The employee shall provide the District with a physician=s statement certifying the dates of condition. An unpaid leave for child care purposes may be granted at the discretion of the School District.

*Section 8.* All available paid leave authorized under this article will run concurrently with approved absences given under the Family Medical Leave Act.

FMLA Definition: FMLA is a protected unpaid leave in which eligible employees may utilize up to twelve (12) weeks of absence per incident during a given calendar year. Qualifying events include the birth and care of a newborn child, placement of a child with the employee for adoption or foster care, an employee=s own serious health condition, or to care for the serious health condition of an employee=s spouse, child, or parent. In accordance with regulations set forth by the United States Department of Labor (DOL); eligible employees must be employed twelve (12) months and work 1,250 hours at their employer to qualify for FMLA leave.

*Section 9.* In case of the death of a school district employee who would have qualified for benefits under the sick leave reserve fund on their retirement, their beneficiary or estate as named and filed with the district office, will be entitled to the cash value of the deceased employee=s sick leave reserve the employee would have received had he/she retired. Determination of eligibility in each case is to be determined by the School District.

*Section 10.* In the case of the death of a retired employee who had insurance values remaining in the School District, in accord with *Article 17*, Section 4 of this agreement, the cash values of remaining health and hospitalization fund shall be provided to the deceased employee=s beneficiary or estate as named and filed with the district office.

## **ARTICLE 12 MEDICAL LEAVE**

*Section 1.* An employee who has completed their probationary period, who is unable to perform their 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.

Employees who qualify to take FMLA leave for their personal illness will be allotted the twelve (12) weeks of protected unpaid leave. Requests for an extension of

leave beyond the protected twelve (12) weeks must include a written doctor's statement as described below in Section (2) of this article.

*Section 2.* Request for a leave of absence or extension under this section shall be accompanied by a written doctor's statement outlining the condition of health and estimated time at which the employee is expected to be able to assume their normal responsibilities.

*Section 3.* Each employee may be required to submit a certificate of good health from a physician of their choice before officially being employed in the District No. 2142 schools, and at least once during each three (3) year period thereafter. In the interest of good health, the School Board reserves the right to call for a physical examination of an employee at any time, cost of same to be paid by the District.

## **ARTICLE 13                    OTHER LEAVES OF ABSENCE**

*Section 1.            Family Illness:*

The employee shall be allowed up to five (5) days for illness in the immediate family with prior approval from the district superintendent. Such leave shall be deducted from the accumulated sick leave, with doctor's verification. Immediate family is defined as the employee's spouse, child, step-children, parent, brother, sister, grandchild, grandparent, of the employee or the employee's spouse, or other relatives living in the same household as the employee.

*Section 2.            Bereavement:*

Subd.1.            Up to five (5) days leave shall be allowed for death in the employee's immediate family. The specific amount of leave allowed is subject to the discretion of the district superintendent depending on the circumstances. Immediate family is defined as the employee's spouse, child, step-children, parent, brother, sister, grandchild, grandparent, of the employee or the employee's spouse, or other relatives living in the same household as the employee.

Subd.2.            Up to one day leave per year with full pay shall be granted for an employee to attend the funeral of a close friend or relative other than those outlined in the section above, at the discretion of the Superintendent.

*Section 3.            Personal Leave:*

All employees shall be entitled to four (4) days of personal leave per contract year. Three (3) days or more may be used in succession with prior written approval from the building principal. Should building principal not respond or denies request the

employee shall be allowed to appeal the denial to the Superintendent. No more than one (1) individual within an area of employment may be granted personal leave on the same day. The employee must notify the building principal in advance of such leave. The building principal will report each such leave on the certificate of absence form. Personal leave may be granted the day preceding and/or following a holiday provided that a qualified replacement is found by the employee and approved by the principal. Unused personal leave days may be accrued to five (5) days, or no more than 3 unused personal leave days shall be paid to the employee at 100% of the days wage value, with any remaining unused personal leave days paid to the employee at 80% of the days wage value.

*Section 4. Other Leaves:*

The recitation of the above leaves shall not be considered as limiting the School District's power and authority to grant other leaves of absence under such terms and conditions as the School District, in its discretion, may find necessary. Leave time must be requested from the School Board in writing and must receive approval prior to taking the leave.

Leaves of absence will not be granted for vacation, as employees shall be available for work for the entire school year.

*Section 5. Unpaid Leaves:*

Subd.1. 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 monthly premiums in advance with payments to be received in the School District's business office no later than five (5) business days prior to the district payment of that month's insurance premium.

Subd.2. An employee who returns from unpaid leave shall retain experience credit for pay purposes and other benefits which he/she had accrued at the time he/she went on leave. No credit shall accrue for the period of time that an employee was on unpaid leave.

**ARTICLE 14 HOLIDAYS**

*Section 1. Paid Holidays:*

All employees covered by this Agreement shall receive paid holidays for those holidays that occur within their regularly scheduled work year. Paid holidays will be recognized to be New Year's Day, President's Day, Good Friday, Memorial Day, July 4<sup>th</sup>, Labor Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Eve Day, Christmas Day and New Year's Eve Day. In those instances when the paid holiday falls on a Saturday and the preceding Friday is also a paid holiday, the

Thursday preceding the Saturday holiday shall be considered a paid holiday. (Note: Calculations based on the FTE model for all hourly workers.)

*Section 2. Weekends:*

Holidays that fall on weekends will be observed in the following manner: Holidays that fall on Saturday will be observed on the prior Friday; and holidays that fall on Sunday will be observed on the following Monday.

*Section 3. School in Session:*

The School District reserves the right, if school is in session, to cancel any of the above holidays and establish another holiday in lieu thereof.

*Section 4. Eligibility:*

In order to be eligible for holiday pay, an employee must have worked their regular work day before and after the holiday unless he/she is on excused illness, leave, or on vacation under these provisions.

**ARTICLE 15 RATES OF PAY**

*Section 1. Rates of Pay:*

The wages and salaries reflected in Appendix A, attached hereto shall be part of the agreement for the period commencing July 1, 2021 to June 30, 2023. For new employees' placement on the salary schedule, the District shall be allowed to consider previous experience, education, and qualifications for initial placement.

Subd. 1 Employees hired on or before January 31<sup>st</sup> during the school year, shall advance ahead one step on "Appendix A" at the start of the next school year. Employees hired after January 31<sup>st</sup> during the school year will advance ahead one step on "Appendix A" the start of the second school year (or the second September start).

*Section 2. Successor Agreement:*

During the duration of this Agreement, advancement on any salary schedule shall be subject to the terms of this Agreement. In the event a successor Agreement is not entered into prior to the expiration of this Agreement, an employee shall be compensated according to their current rate until a successor Agreement is entered into.

*Section 3. Payment Option:*

Employees may choose to have a portion of their paychecks allocated into secondary personal savings and/or checking account(s) created by the employee. Employees choosing to do so, must inform the Payroll Department of their requested change, and complete the direct deposit authorization form.

*Section 4. Substitute Rate of Pay:*

If an employee substitutes in the same position of which they are currently hired

in, they shall not suffer a reduction in pay as a result of working additional days or hours, under any Teamsters classification or contracts.

## **ARTICLE 16 HOURS OF SERVICE**

### **Section 1. *Full-time Work Week:***

A regular full-time work week consists of thirty-two and one-half (32.5) hours per week, exclusive of lunch.

### **Section 2. *Part-Time Employees:***

Part-time employment shall refer to those who work less than thirty-two and half (32.5) hours per week but more than 35% of the normal work week (Article 2 section 2). The School District reserves the right to employ such personnel as it deems necessary on a part-time or casual basis.

### **Section 3. *Overtime:***

Time and one-half (1 ½) shall be paid after the employee has worked forty (40) hours for any given week.

### **Section 4. *Shifts and Starting Times:***

All employees will be assigned starting times and shifts as determined by the School District, in recognition of flex Wednesday. Employees shall not suffer a reduction of benefits as a result of lost hours due to flex Wednesday or canceled school days.

### **Section 5. *Lunch Period:***

Employees shall be provided a duty-free lunch period of at least thirty (30) minutes. Employees shall be allowed to leave school premises during their unpaid lunch breaks, with approval of the building principal. It shall be the responsibility of the District to make suitable coverage for employees while on duty free lunch time.

### **Section 6. *Personal Vehicle:***

If an employee is required to use their personal vehicle they shall be reimbursed the IRS applicable rate for miles.

### **Section 7. *School Closing/Non-Student Contact Day's:***

Non-student contact days included in the yearly assignment of work. Five (5) days total (1 day prior to school starting; three (3) days during the school year; one (1) day end of the year). Shall be subject to the approval of the Director at the Northland Learning Center, and time shall be voucher.

In the event that school is closed or there is non-student contact time, (for any reason) and the employees are not required to perform services, the employee's



compensation shall be reduced accordingly. At the employee's option, accrued personal time (.5 hour increments) may be utilized to avoid loss of pay due to school closing or time where there are non-student services.

*Section 8.*      **Notice of Assignment/Benefit:**

All hours worked in service to the Employer shall be considered when calculating all employee benefits. All notice of assignments shall be given to each employee no later than ten (10) working days prior to first day of each school year outlining the details of their duties to include but no limit too;

- a. Hours of work (to include hours per week)
- b. Rates(s) of pay

*Section 9.*      **District agrees to pay the fees for continued education (training classes, refresher courses, licensures).**

Training will be provided to all new hires before they begin their job duties, and continuing education will be provided to all employees on an annual basis, as required to comply with State and Federal law and as needed to meet student needs. These training hours shall be deemed in-service hours.

**ARTICLE 17      GROUP INSURANCE**

*Section 1*      *Selection*

The selection of the insurance carriers and policies shall be made by the School District as provided by law.

Employer and employees and eligible retirees assent to and ratify the appointment of the trustee and plan administrator for the available plan(s).

*Section 2*      *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 3*      *Calculation of Full-time Equivalency (FTE) for Benefits*

Benefits will be provided for any employee working more than fourteen (14) hours per week or sixty-seven (67) days per year, but less than full-time on a pro-rata basis.

All employees electing group insurance (medical) shall have their FTE for benefits calculated by taking their total hours worked per year divided by 1,690 hours.

Proration will be calculated based upon prior years' service hours, with any necessary adjustments to be implemented the subsequent service year, with "service year" to be defined as July 1 through June 30.

By removing pre "99" status for medical coverage premiums does not affect benefit calculation for Dental or Life coverages if elected.

#### *Section 4      Health Insurance*

Subd. 1      Employer shall make available a high deductible health insurance plan to all qualified bargaining unit members and eligible retirees who elect to participate in the same.

With respect to all employees covered by this Agreement who qualify to participate and are enrolled in the employer's approved health insurance plan sponsored by Minnesota Public Employees Insurance Program (PEIP), employer shall contribute to the premium an amount of 87.5% of the monthly premium cost for the single group health coverage, and 87.5% of the monthly premium cost for family group health coverage for the Advantage (High) plan; 90% of the monthly premium cost for single group health coverage, and 90% of the monthly premium cost for family group health coverage for the Value Plan; 92.5% of the monthly premium cost for single group health coverage, and 92.5% of the monthly premium cost for family group health coverage for the HSA compatible (high deductible) plan, on a proration basis as described in Section 3 of this Article.

Subd. 2      Benefits provided through the HSA compatible (high deductible) health plan: A Voluntary Employee Beneficiary Association (VEBA) account for active employees enrolled in the HSA compatible (high deductible) health plan.

It is intended that this arrangement constitute a Voluntary Employees' Beneficiary Association under Section 501(c)(9) of the Internal Revenue Code.

Employer will make a \$500 annual contribution to individual VEBA accounts for qualified employees who elect single or family coverage under the PEIP HSA compatible plan (high deductible), on a proration basis as described in Section 3 of this Article. The \$500 annual contribution will be made on January 1, beginning January 1, 2021.

If an eligible employee enters the HSA Compatible (high deductible) insurance plan as a participant on a date after the first day of the plan year, the Employer shall prorate the amount of the employer contribution to the VEBA to reflect the late entry.

A VEBA contribution on behalf of an HSA compatible plan participant shall cease on the date the participant is no longer covered under the PEIP HSA compatible (high deductible) health plan.

Subd. 3      Payment of Administrative Fees – VEBA Accounts: Administrative fees allocable to individual VEBA accounts of active employees who are active participants in the HSA Compatible (high deductible) health plan shall be paid by the Employer. Administrative fees allocable to individual accounts of active employees who have changed coverage so they are no longer entitled to employer contributions to a VEBA, shall be paid from the account. Administrative fees allocable to the individual accounts of former employees, including retirees, shall be paid from the account.

If the VEBA Plan is terminated, or if employer contributions cease by agreement between the parties, administrative fees shall be paid by the Employer.

## *Section 5      Flexible Benefits Plan*

Subd. 1.      The School District shall make available to all employees a flexible benefits plan. It is agreed that continuance of the plan from one year to the next will be based on whether or not the plan will be self-supporting, with no additional cost to the District. The District will have the right to continue or terminate the plan an annual basis.

Subd. 2.      If the Employer maintains a Cafeteria Plan with a flexible spending account/arrangement (an 'FSA'), the Employer will specify in the Adoption Agreement for the VEBA Plan, before the first day of the FSA plan year, that

eligible health expenses will be paid from the FSA first, until an individual's FSA account is exhausted, and from the VEBA account second.

#### *Section 6 Dental Insurance*

Eligible employees may participate in a single dental insurance benefit program. For eligible active employees who are enrolled in the dental program and working an average of 32.5 hours per week, the Employer shall pay the full premium. For eligible active employees who are enrolled in the dental program and working more than 20 hours per week, but less than 32.5 hours per week, the Employer shall contribute \$15.00 per month to the premium.

Eligible employees who are enrolled in the dental program will have the option to obtain family dental coverage, with the premium for the difference between single and family coverage being 100% the employee's responsibility.

#### *Section 7 Life Insurance*

The School District shall provide, for eligible employees, a term life insurance policy as

follows: \$30,000 for employees who work 1,000 hours or less in a school year and \$50,000 for employees who work 1,001 hours or more in a school year.

#### *Section 8 Retiree Health Insurance Benefits*

Retired employees and their dependents may continue to be insured under the group health insurance program provided the employee has reached a retirement age acceptable to the Public Employees Retirement Association (PERA) and meets one of the following qualifications:

- a. has a minimum of ten (10) years of service with the District and has attained a minimum age of fifty-five (55) years
- b. has a minimum of twenty (20) years of service with the District.

Monthly premiums are paid by the employee either by personal payment or from their

Minnesota State Retirement System (MSRS) Post-Retirement Health Care Savings Plan (HCSP).

Subd. 1 An employee, upon retirement, shall be entitled to payment of health care premiums with a maximum of 135 days sick leave accumulation.

- Subd. 2 Sick leave accumulation shall be determined by adding the employee's accrued sick leave plus ten (10) days, up to a maximum of 135 days, or, for employees with twenty (20) years or more service with the District, by adding the employee's accrued sick leave plus fifteen (15) days, up to a maximum of 135 days.
- Subd. 3 The employee shall receive qualified cash retirement benefits of 50% of accumulated sick days (maximum 68 days) and the remainder deposited into the retiree's MSRS Post-Retirement HCSP (maximum 67 days).
- Upon exhaustion of the benefit dollars deposited to the retiree's MSRS HCSP, retirees and/or dependents can continue to remain insured under the group insurance by making personal payment of the monthly premium.
- Subd. 4 All sick leave value still maintained by the school district following the death of the retired employee shall be paid to his or her beneficiary as a single cash payment.
- Subd. 5 Employees who have not carried insurance through the District shall have their remaining severance converted to a health care savings plan.

*Section 9 Duration of Insurance Contribution*

An employee is eligible for school district contributions as provided in this article as long as the employee is employed by the school district. Upon termination of employment, all district contribution shall cease.

**ARTICLE 18 DRIVE AUTHORIZATION AND DEDUCTION:**

The Employer agrees to deduct from the paycheck of all employees covered by this Agreement voluntary contributions to DRIVE. DRIVE shall notify the Employer of the amounts designated by each contributing employee that are to be deducted from their paycheck on a weekly basis for all weeks worked. The phrase "weeks worked" excludes any week other than a week in which the employee earned a wage. The Employer shall transmit to DRIVE on a monthly basis in one check the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employee's Social Security number and the amount deducted from the employee's paycheck.

**ARTICLE 19 DURATION**

This Agreement shall continue in full force and effect from July 1, 2021, through June 30, 2023,

and from year-to-year thereafter. Either party hereto shall give notice ninety (90) days prior to expiration date of desire to terminate or amend said Agreement.

IN IN WITNESS WHEREOF, the parties hereto have signed and executed this Agreement this 21th day of July, 2021.

**INDEPENDENT SCHOOL DISTRICT 2142**

By: Reggie Engebritson, Ed.D.  
Dr. Reggie Engebritson  
Supt. of School ISD 2142

By: Chitra Bhowm  
School Board Negotiator

By: Peter Christ  
School Board Negotiator

**TEAMSTERS GENERAL LOCAL UNION  
NO.346**

By: Roderick Alstead  
Roderick Alstead  
Secretary-Treasurer

By: Les Kundo  
Les Kundo  
President

## APPENDIX A

July 1, 2021 through June 30, 2022

**\*Wages are retroactive should agreement be executed after June 30, 2021.**

Classification	1 <sup>st</sup> step	2 <sup>nd</sup> Step	3 <sup>rd</sup> Step	4 <sup>th</sup> Step	5 <sup>th</sup> Step	6 <sup>th</sup> Step
Health Assistant	\$16.47	\$16.88	\$17.29	\$17.71	\$18.12	\$18.53

July 1, 2022 through June 30, 2023

\*Effective July 1, 2022 Employees in steps shall advance one step on the wage schedule, those employees who have reached step 6 in 2021, will remain at step 6 in 2022 with no opportunity for a step advancement.

Classification	1 <sup>st</sup> step	2 <sup>nd</sup> Step	3 <sup>rd</sup> Step	4 <sup>th</sup> Step	5 <sup>th</sup> Step	6 <sup>th</sup> Step
Health Assistant	\$16.47	\$16.88	\$17.29	\$17.71	\$18.12	\$18.53

### **Longevity Pay:**

\$5.00 per month after ten (10) years

\$10.00 per month after fifteen (15) years

\$15.00 per month after twenty (20) years

