

AGREEMENT

between

**SCHOOL BOARD
INDEPENDENT SCHOOL DISTRICT #192
Farmington, Minnesota**

and

**INTERNATIONAL UNION OF OPERATING ENGINEERS,
LOCAL NO. 70, AFL-CIO**

**KID CONNECTION, WEE TIGERS, STEPPING STONES AND ECCE
PROGRAMS**

(Non-certified Classroom Personnel)

**Effective:
July 1, 2022 through June 30, 2023**

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ARTICLE I - PURPOSE

Section 1. Parties: This Agreement is entered into between the School Board of Independent School District No. 192, Farmington, Minnesota, hereinafter referred to as the School District and the International Union of Operating Engineers, Local No. 70, hereinafter referred to as the Union, pursuant to and in compliance with the Public Employment Labor Relations Act of 1971 as amended, hereinafter referred to as the PELRA, to provide the terms and conditions of employment for non-certified classroom personnel of Kid Connection, Wee Tigers, School Readiness, Stepping Stones and ECFE classroom assistant programs during the duration of this Agreement.

ARTICLE II - RECOGNITION OF EXCLUSIVE REPRESENTATIVE

Section 1. Recognition: In accordance with PELRA, the School District recognizes the International Union of Operating Engineers, Local No. 70, as the Union for Kid Connection, Wee Tigers, School Readiness, Stepping Stones, and ECFE classroom assistants employed by Independent School District No. 192, Farmington, Minnesota, which and as the Union shall have those right and duties as prescribed by the PELRA and as described in the provisions of this Agreement.

Section 2. Appropriate Unit: The Union shall represent all such employees of the District contained in the appropriate unit as defined in Article III, Section 2, of this Agreement and as certified by the Director of Mediation Services.

ARTICLE III - DEFINITIONS

Section 1. Terms and Conditions of Employment: Shall mean the hours of employment, the compensation thereof including fringe benefits, except retirement contributions or benefits other than payment of, or contributions to premiums for group insurance coverage for retired employees or severance pay, and the School District's personnel policies affecting working conditions of the employees. Terms and conditions of employment is subject to PELRA.

Section 2. Description of Appropriate Unit: For the purpose of this Agreement the appropriate unit will be all non-certified classroom personnel of the Kid Connection, Wee Tigers, School Readiness, Stepping Stones and ECFE programs employed by

Independent School District No. 192, Farmington, Minnesota, who are public employees within the meaning of Minnesota Statute 179A.03, Subd. 14. Employees who work less than 10.5 hours per week or 35% of the normal work week and high school students employed in positions which would otherwise be covered under this agreement are not subject to the terms and conditions of this agreement.

Section 3. Other Terms: Terms not defined in this Agreement shall have those meanings as defined by the PELRA.

ARTICLE IV - SCHOOL BOARD RIGHTS

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

Section 2. Management Responsibilities: The Union recognizes the right and obligation of the School District to efficiently manage and conduct the operation of the School District within its legal limitations and with its primary obligation to provide educational opportunity for the students of the School District.

Section 3. Effect of Laws, Rules and Regulations: The Union recognizes that all employees covered by this Agreement shall perform the services and duties prescribed by the School District and shall be governed by the laws of the State of Minnesota, and by the School District rules, regulations, directives and orders, issued by properly designated officials of the School District. The Union also recognizes the right of the School Board and its duly designated officials to promulgate reasonable rules, regulations, directives and order 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. Any provision of this Agreement found to be in violation of any such laws, regulations, directives or orders shall be null and void and without force and effect.

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

management rights and management functions not expressly delegated in this Agreement are reserved to the School District.

ARTICLE V - EMPLOYEE RIGHTS

Section 1. Right to Views: Nothing contained in this Agreement shall be construed to limit, impair or affect the right of any employee or 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 the duties of employment or circumvent the rights of the Union.

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

Section 3. Request for Dues Check Off: The Union shall be allowed dues check off for its members, provided that dues check off and the proceeds thereof shall not be allowed to any Union that has lost its right to dues check off. Upon receipt of a properly executed authorization card of the employee involved, the School District will deduct from the employee's paycheck the dues that the employee has agreed to pay to the employee organization during the period provided in said authorization.

Section 4. Employee Lists: The Union office will be notified by the School District, in writing, of the name, address, telephone number, classification and rate of pay, for a new employee employed in a position covered by the agreement, within fourteen (14) days following the date of employment. The Union will be notified by the School District, in writing, of employees covered by this agreement, whose employment ends.

Section 5. Reasonable Access: The District will allow union agents and their employees "reasonable access" to employees in the bargaining unit. This access may not impede normal operations. This access includes but is not limited to the following:

- When requested by the employer, employees may meet with district representatives during the normal work day without loss of pay or use of leave time regarding investigations and grievances.
- Meetings on District premises during unpaid lunch breaks and before/after the work day to discuss collective bargaining negotiations, the administration of union contracts, new membership, and internal matters involving the union.
- The District will allow notification of scheduled meetings and votes to employees through the District email system.

ARTICLE VI - HOURS OF WORK

Section 1. Employment Status:

Subd. 1. Full-time Status Employees who work five (5) days for six (6) hours or more per day, or thirty (30) hours per week, shall be defined as full-time.

Subd. 2. Part-time Status Employees who work less than five (5) hours a day or less than thirty (30) hours per week will be defined as part-time employees.

Section 2. Hours of Work: Working hours shall be determined by the School District Administration.

Section 3. Part-time and Temporary Employees: The School District reserves the right to employ such personnel as it deems necessary on a part-time or casual basis. The School District agrees however, to first give current employees within a classification covered by this Agreement the opportunity to work more hours in their classification (up to forty (40) hours per week) within the employee's classification when schedules permit.

Section 4. Overtime:

Subd. 1. Overtime shall be defined as all hours paid in excess of forty (40) hours per week.

Subd. 2. All hours paid in excess of the limits specified in Subd. 1, shall be compensated at the rate of one and one-half (1-1/2) times the employee's hourly wage.

Section 5. Call-Back:

Subd. 1. The School District reserves the right to call back employees after the completion of the employee's scheduled work hours and who have left the work site. Employees who volunteer for additional hours will be paid at their regular hourly rate.

Subd. 2. Employees called back to work shall receive a minimum of two (2) hours of overtime rate.

Section 6. Work Hours: The School District will have the right to determine available work hours and staffing needs.

Section 7. Change in Work Schedules: The School District will give at least a one (1) week notice in change of work schedules when such change is not a result of less or more coverage needed because of the number of students participating. When conflict over hour selection exists, seniority will be used to determine an employee's hours. Changes resulting from more or less enrollment may result in immediate schedule changes.

Employees may exchange hours when mutually agreeable between the employees if they are qualified, and providing advance notice is given to their supervisor.

Section 8.

Subd. 1. Emergency Closing: When school(s) are closed for students prior to the start of scheduled work hours, employees shall normally not report for work and no pay shall be awarded for that day. For the first two such days in a fiscal year, staff may participate in approved staff development to make the lost hours. Staff who do not work due to a cancellation may use accrued personal or vacation leave in lieu of lost hours or take leave without pay. The first two days of such emergency days if taken as leave without pay shall not count against the minimum paid days requirement for the three extra holidays. Employees who reported to work prior to notification of the closing have the option of remaining at their work site, perform other duties (i.e. cleaning, organizing, planning) and receive their regular hourly compensation.

On a third day or after, the employee may choose to use personal or vacation in

order to receive compensation. Employees who reported to work prior to the notification of the closing on a third day also have the option of remaining at their work site for up to two hours performing other duties and receive their regular hourly compensation for those two hours.

Subd 2. When the District releases school early, due to weather or other emergencies, employees already at work will not be reduced in pay for the remainder of their scheduled hours. Employees who are scheduled to work hours that have been cancelled and have not reported for their assigned shift shall not report to work or be paid for those hours. Staff who do not work due to the early release may use accrued personal or vacation leave in lieu of lost hours or take leave without pay.

Subd. 3. When the district declares a late start due to weather or other emergencies, employees should report to work as scheduled.

Subd 4. Employees who have been pre-approved at least 24 hours in advance of the cancellation for sick leave (to attend a medical appointment) will be able to be paid for their sick leave after providing a doctor's certification of attendance at the appointment.

ARTICLE VII - LEAVES OF ABSENCE

Section 1. Sick Leave:

Subd. 1. Eligible employees shall earn sick leave at the rate of one (1) hour for each twenty (20) hours of service in the employ of the School District.

Subd. 2. Unused sick leave hours may accumulate to a maximum credit of 1200 hours of sick leave per employee. Sick leave hours shall be calculated based on the number of hours an employee works during his/her normal scheduled workday.

Subd. 3. Sick leave with pay shall be allowed by the School District whenever an employee's absence is found to have been due to illness or injury which prevented the employee's attendance and performance of duties on that day or days.

Subd. 4. The School District may, require an employee to furnish a medical

statement from the school health officer or from a qualified physician as evidence of illness indicating such absence was due to illness and/or injury to qualify for sick leave pay. However, the final determination as to the eligibility of an employee for sick leave is reserved to the School District.

Subd. 5. In the event that a medical certificate will be required, the employee will be so advised.

Subd. 6. Sick leave allowed shall be deducted from the accrued sick leave hours earned by the employee.

Subd. 7. Sick leave pay shall be approved only upon submission of a request.

Subd. 8. Sick leave shall cover illness of the employee as well as illness of the employee's husband, wife, children, father or mother, or someone under legal guardianship of the employee providing the illness is of a nature demanding the employee's presence. It shall also cover any additional relationships listed in MN Statute 181.9413 which as of January, 2016 also includes: siblings, mother-in-law, father-in-law, grandchild, grandparent or step-parent. A doctor's statement may be requested to verify an absence. Legal documentation of guardianship must be provided to human resources.

Section 2. Sick Leave Bank:

Effective July 1, 2021, employees who have agreed to participate in the sick leave bank who have a medical emergency shall be allowed, upon qualifying, to utilize days from the sick leave bank. A medical emergency is defined as: a catastrophic medical condition of an employee that would lead to the worker's absence from work for an extended length of time, minimum of three (3) weeks and causes a substantial loss of income. A medical certificate from a qualified physician or psychologist is required as evidence of illness.

Subd. 1. Employees shall be offered the opportunity to join the sick leave bank on July 1st following their date of hire into a sick leave eligible position in the bargaining unit. Participation requires a donation of eight (8) hours of sick leave. If a unit member chooses not to participate in the donation of hours when first eligible, the member forfeits any future access to the sick leave bank. Each subsequent July 1, participants must donate an additional eight (8) hours until the bank has a minimum of 240 hours (no more than an eight (8)

hour donation is required/allowed in any one year). If an employee does not have enough sick leave to donate, he/she may choose to donate vacation/personal leave instead.

Subd 2. Sick bank days shall be awarded in a three (3) week block of hours. If during the awarded time the individual is able to return to work, the unused sick leave shall be returned to the bank. Participants must use their own accumulated sick leave, personal leave, compensatory time and vacation before accessing sick bank hours. Sick leave bank hours are not available to the employee once the employee becomes eligible for long term disability.

Subd. 3. A participant shall only be eligible to receive one (1) three (3) week block of hours from the sick leave bank during any three (3) year period. Year one (1) would begin on the first day the sick leave bank days are awarded.

Subd. 4. Eligibility shall be jointly administered by the Superintendent or designee of ISD 192 and one (1) union representative.

Subd. 5. Eligibility decisions are not subject to the grievance process.

Section 3. Bereavement Leave:

Subd. 1. The School District shall grant three (3) days of paid leave for the death of the employee's spouse, child, parents, mother-in-law or father-in-law or someone under legal guardianship of the employee. The School District shall grant up to one (1) day of paid leave for the death of the employee's sibling. If additional days are needed for the death of these individuals, days shall be deducted from the employee's accrued sick leave or personal leave at the employee's discretion. Legal documentation of guardianship must be provided to human resources.

Subd. 2. Other paid leave for family members not included in subd. 1 will be deducted from accrued sick leave or the employee may alternatively choose to use accrued personal leave, vacation or leave without pay for this absence related to bereavement. Other family members are defined as grandparents, brother in law, sister in law, son in law, daughter in law, grandparents of their spouse and grandchildren.

Section 4. Personal Leave:

Subd. 1. An employee working four (4) hours per day or more may be granted leave at the discretion of the Board, no more than three (3) times the hours of their normal work day per year as paid leave. A nine (9) or ten (10) month employee working four (4) hours per day or more the previous school year who also works the following summer, shall receive an additional two (2) times the hours of their normal work day per year as paid leave the following school year. All personal leave time will not be deducted from any other leave category and shall be accumulative to a maximum of 48 hours.

Subd. 2. Requests for personal leave during the school year or during the summer, must be made in writing to the supervisor at least three (3) days in advance, except in the event of emergencies. No reason for such leave need be stated. The Superintendent or designee reserves the right to refuse to grant such leave if under the circumstances involved the Superintendent or designee determines that such leave should not be granted. All leaves must have prior approval by the Superintendent or his/her designee. The District reserves the right to limit the number of employees on leave at any one time.

Section 5. Child Care Leave:

Subd. 1. An employee may be afforded a childbirth and/or adoption leave of absence of no more than twelve (12) months, provided she follows the procedure outlined in this section.

Subd. 2. The employee shall submit a written request to the Superintendent or designee for a childbirth and/or adoption leave including commencement date and return date.

Subd. 3. The effective beginning date of such leave and its duration shall be submitted by the Superintendent or designee to the School Board for its action. The decision of the School Board shall be final and binding and shall not be subject to the grievance procedure.

Subd. 4. An employee returning from a childbirth and/or adoption leave shall be re-employed in a position for which she was qualified prior to the leave, provided that she returns on the date approved by the School Board.

Subd. 5. Failure of the employee to return pursuant to the date determined under this section shall constitute grounds for termination in the School District.

Subd. 6. The parties agree that periods of time which the employee is on childbirth and/or adoption leave shall not be counted in determining the completion of the probationary period.

Subd. 7. An employee who returns from childbirth and/or adoption leave within the provisions of this section shall retain any unused leave time accumulated under the provisions of this Agreement at the commencement of the beginning of the leave.

Subd. 8. An employee on childbirth and/or adoption leave is eligible to participate in group programs as permitted under the insurance policy provisions, but shall pay the entire premium for such programs as she wishes to retain commencing with the beginning of the childbirth and/or adoption leave, unless otherwise provided by federal and/or state law. The right to continue participation in such group insurance programs, however, will terminate if the employee does not return to the School District pursuant to this section.

Subd. 9. The parties further agree that any childbirth and/or adoption leave of absence granted under this section shall be leave without pay, unless required by federal and/or state law.

Section 6. Maternity Disability Leave:

Subd. 1. A pregnant employee shall be entitled to available sick leave pursuant to leaves of absence during the period of actual disability related to pregnancy or childbirth.

Subd. 2. The Superintendent or designee may require that the employee undergo a physical examination by a licensed physician of the employee's choice. Such physician's opinion shall be determinative as to the period of disability. The cost of such physical examination shall be borne by the School District.

Subd. 3. Failure of the employee to return pursuant to the date determined at the end of her disability shall constitute grounds for discharge.

Section 7. Worker's Compensation:

Subd. 1. Upon the request of an employee who is absent from work as a result of a compensable injury incurred in the service of the School District, under the provisions of the Worker's Compensation Act, the School District will pay the difference between the compensation received pursuant to the Worker's Compensation Act by the employee and the employee's regular rate of pay to the extent of the employee's earned accrual of sick leave and/or vacation pay.

Subd. 2. A deduction shall be made from the employee's accumulated vacation or sick leave accrual time according to the prorated portions of hours of sick leave or vacation time which is used to supplement worker's compensation.

Subd. 3. Such payment shall be paid by the School District to the employee only during the period of disability.

Subd. 4. In no event shall the additional compensation paid to the employee by virtue of sick leave or vacation pay result in the payment of a total daily, weekly or monthly compensation that exceeds the normal compensation of the employee.

Subd. 5. An employee who is absent from work as a result of an injury compensable under the worker's compensation act who elects to receive sick leave or vacation pay pursuant to this policy shall submit his/her worker's compensation check, endorsed to the School District, prior to receiving credit for unused sick leave or vacation time.

Section 8. Medical Leave:

Subd. 1. An employee who is unable to work because of illness or injury and who has exhausted all sick leave credit available or has become eligible for long-term disability compensation shall, upon request, be granted a medial leave of absence, without pay, up to twelve (12) months.

Subd. 2. A request for leave of absence 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 resume his/her normal responsibilities.

ARTICLE VIII - JURY DUTY

Section 1. Employees called and selected for jury duty shall receive their regular compensation and other benefits for their employment, less the amount received by them as juror, excluding mileage.

ARTICLE IX - INSURANCE

Section 1. Health and Hospitalization Insurance: Effective July 1, 2022, the School District shall annually contribute up to \$6,000.00 toward the premium for individual coverage for health care insurance and \$8,700.00 toward the premium for two party or family coverage for all full-time employees of the School District who qualify for and enroll in the School District health and hospitalization plans - Plan A or Plan B. Effective July 1, 2022, the School District shall annually contribute up to \$8,033.00 toward the premium for individual coverage for health care insurance and \$14,020 toward the premium for two party and up to \$14,392 toward the premium for family coverage for all full-time employees of the School District who qualify for and enroll in the School District Plan C health and hospitalization plan. Anyone working thirty (30) or more hours per week shall be considered full-time employees for insurance purposes. Any additional cost of the premium shall be borne by the employee and paid by payroll deductions. The School District's contribution and coverage will cease with termination of employment unless extended by state or federal law. Employees hired to the bargaining unit on or after July 1, 2018 are only eligible to participate in the HSA compatible health and hospitalization insurance Plan C. Once an existing employee is enrolled in the HSA compatible health and hospitalization Plan C, he/she is no longer eligible to return to Plans A or B.

Combined Insurance Contributions: If two community ed classroom support staff employees are married to each other and are both insurance eligible, the district shall allow, upon the married employee's request, the combination of one family contribution and one single contribution toward the premium cost of family

insurance. The district's total contribution shall not exceed the sum of the family and single contribution as defined in each employee's respective working agreement. The district shall allow, upon the married employee's request, the combination of two single contributions toward the premium cost of the 2-party insurance. The district's total contribution shall not exceed the sum of the two single contributions.

Effective July 1, 2017, active employees who are enrolled in the high deductible health insurance plan (plan C) will receive a district contribution into the district Health Savings Account Plan of \$1,000 per year. Such contribution will be made in a lump sum on or about July 15 each year. Qualified community education support staff hired after that date will receive a pro-rata contribution for the year shortly after enrollment in the high deductible health insurance. Eligible employees who provide approved documentation that he/she received a preventive health insurance examination with age appropriate screenings in the previous calendar year, will receive an additional \$200 contribution into his/her Health Savings Account Plan on the following January 15. In addition, active enrolled employees have an option to make voluntary contributions on a pre-tax basis through payroll deduction into the Health Savings Account Plan with the District. All monthly expenses will be paid by the employee.

Section 2. Income Protection:

Subd. 1. The School District carries income protection group insurance for its eligible employees. The School District will pay the entire premium for long-term disability. Eligible employees will include anyone working thirty (30) or more hours per week.

Section 3. Worker's Compensation: The School District shall provide workers compensation insurance for employees as prescribed by law.

Section 4. Life Insurance: The School District will contribute the premium of \$75,000 of term life insurance coverage for each employee employed by the School District who qualifies for and is enrolled in the School District's group term life insurance plan.

Section 5. Dental Insurance: The School District, will contribute up to the sum of \$443.64 annually toward the premium for individual coverage for full-time

employees who qualify for and are enrolled in the School District's group dental health insurance plan. Anyone working thirty (30) or more hours per week shall be considered full-time employees for insurance purposes. Any additional costs of the premium shall be borne by the employee and paid by payroll deduction. The School District's contribution and coverage will cease with termination of employment unless extended by state or federal law.

Section 6. The Selection of the Insurance Carrier and Policy: The selection of the insurance carrier and policy shall be made by 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 claims 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 contributions as provided in this article as long as the employee is employed by the School District. Upon termination of employment, all School District's participation and contribution shall cease effective on the last working day unless extended by state or federal law.

ARTICLE X - DISCIPLINE, DISCHARGE & PROBATIONARY PERIOD

Section 1. Probationary Period: An employee, under the provisions of this Agreement, shall serve a probationary period of six (6) calendar months of employment (when an employee is not working due to summer break, a voluntary leave or due to a layoff, that time will not count in computing the employee's probationary period) during which time the School District shall have the unqualified right to suspend without pay, discharge or otherwise discipline such employee. Upon satisfactory completion of the probationary period, the employee shall be entitled to seniority standing from their most recent date of hire by the employer in a position covered by this Agreement.

Section 2. Trial Period, Change of Classification: An employee transferred or promoted to a different position shall serve a trial period of ninety (90) work days in any such new classification. During this ninety (90) day trial period, if the employee's performance in the new classification is unsatisfactory, the School District shall have the right to re-assign the employee to the employee's former classification.

Section 3. Discipline and Discharge: An employee who has completed the probationary period may be disciplined for just cause. Normal discipline will include verbal warning, written warning, suspension and discharge.

Section 4. Progressive Discipline:

Subd. 1. Just Cause Disciplinary action may be imposed upon an employee only for just cause.

Subd. 2. Grievance Procedure Any unjust disciplinary action which is claimed to have been imposed upon an employee who chooses to contest the action taken must process the action through the grievance procedure set forth in Article 5.

Subd. 3. Written Reprimand When any disciplinary action more severe than an oral reprimand is intended, the School District or its representative shall, before or at the time such action is taken, notify the employee in writing of the specific reason(s) for such action, with a copy to the Union's office.

Subd. 4. Copy of Record Each employee shall be furnished with a copy of all evaluative and disciplinary entries into his / her personnel office record and shall be entitled to have his / her written response included therein. All disciplinary entries in the personnel office record shall state the corrective action expected of the employee.

ARTICLE XI - VACANCIES AND JOB POSTINGS

Section 1. Vacancies:

All vacancies shall be posted for five (5) working days on the program's bulletin board and by email to all bargaining unit employees. Failure for an employee of this bargaining union to receive a posting via email shall not be grievable. Postings shall include qualifications required for the position. An employee may submit a notice of interest in writing, for any vacancy, which has been posted. The District may advertise externally for said vacancies simultaneously by mutual agreement with a Union Representative.

Section 2. Notice of Interest: Any employee under this Agreement may submit a notice of interest in writing for any vacancy which is posted pursuant to this Article.

Section 3. Job Openings:

Subd. 1. Filling Vacant Openings In filling positions involving a change in classification or an increase in hours, the position will be filled by the School District with the senior qualified candidate. The School District will have the right to determine the relevant qualifications needed for the position.

The School District will take into account qualifications, length of service, work performance and other relevant qualifications.

Subd. 2. Outside Applicants: The School District reserves the right to fill any position with an outside applicant if internal candidates do not have the needed qualifications or if no internal candidates apply.

ARTICLE XII - RESIGNATION

Section 1. Resignation: Employees electing to resign shall be required to give the employer two (2) weeks notice and shall continue in the employer's service during this two (2) week period with the exception that the employee may leave earlier when competent replacement can be made in the usual manner. Failure to give such notice shall result in loss of any benefits which the employee might otherwise be entitled to.

ARTICLE XIII - GRIEVANCE PROCEDURE

Section 1. Grievance Definition: A "grievance" mean(s) a dispute or disagreement regarding the application or interpretation of any term of a contract required under Minnesota Statutes, section 179A.20, subdivision 1.

Section 2. Representative: Any person or agent designated by such party to act in their behalf may represent the Union, administrator or School District during any step of the procedure.

Section 3. Definitions and Interpretations:

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

Subd. 2. Days Reference to days regarding time periods in this procedure shall refer to working days. A working day is defined as all weekdays not designated as holidays by this contract.

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: Grievances shall not be valid for consideration unless the grievance is submitted in writing to the School District designee, setting forth the facts and the specific provision of the Agreement allegedly violated and the particular relief sought within 20 days after the date the 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 period's 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. Adjustment of Grievances: The School District and the Union shall attempt to adjust all grievances, which may arise during the course of employment of any employee with 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 ten days after receipt of the decision in Level I. If a grievance is properly appealed to the Superintendent, the Superintendent or his designee shall set a time to meet regarding the grievance within ten days after receipt of the appeal. Within ten days after the meeting, the Superintendent or his designee shall issue a decision in writing to the parties involved.

Subd. 3. Level III. Mediation – Option by Mutual Agreement The parties may call for mediation of the dispute by a mediator mutually agreed upon from the office of the Bureau of Mediation Services. A recommendation for settlement of the dispute by the mediator shall not be final and binding upon either party unless mutually agreed.

Section 6. School Board Review: The School Board reserves the right to review any decision issued under Level I or Level II of this procedure provided the School Board or its representative notify the parties of its intention to review within ten 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 Grievance: Failure by the School District 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. Arbitration Procedures: In the event that the Union and the School District 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 aggrieved party, and such request must be filled in the Office of the Superintendent within ten days following the decision in Level II 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 Within ten (10) days of the service of written notice of intent to arbitrate, the employer's Office of Superintendent or designee shall consult with the agent of the Union and endeavor to mutually agree upon an arbitrator to hear and decide the grievance. If the parties do not agree upon the selection of an arbitrator, either party may request a list of impartial arbitrators from the Bureau. The parties shall alternately strike names from a list of seven (7) names to be provided by the Bureau until only one (1) name remains, and the remaining name shall be the designated arbitrator. The determination of which party will commence the striking process shall be made by mutual agreement or a flip of a coin. If one (1) party refuses to strike names from the list provided by the Bureau, the other party may serve written notice of this fact upon the Bureau, with a copy to the offending party. Unless it is confirmed that the parties have otherwise selected or agreed upon an arbitrator within three (3) days of service of the notice of refusal or failure to strike names, the Bureau shall designate one (1) name from the list previously provided to the parties and the person so designated by the Bureau shall have full power to act as the arbitrator of the grievance.

Subd. 4. Hearing The grievance shall be heard by a single arbitrator and both parties may be represented by such person 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 de novo.

Subd. 5. Decision The decision by the arbitrator shall be rendered within 30 days after the close of the hearing. Decisions by the arbitrator in cases properly before him shall be final and binding upon the parties; subject, however, to the limitations of arbitrator decisions as provided by in the P.E.L.R.A.

Subd. 6. Expenses Each party shall bear its own expenses in connection with arbitration including expenses relating to the party's representatives, witnesses and any other expenses, which the party incurs in connection with presenting its case in arbitration. A transcript or recording shall be made of the hearing

at the request of either party. The 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 agreed are necessary for the conduct of the arbitration. However, the party ordering a copy of such transcript shall pay for such copy.

Subd. 7. Jurisdiction The arbitrator shall have jurisdiction over disputes or disagreements relating to 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, in its order the arbitrator shall give due consideration to the statutory rights and obligations of the public school boards to efficiently manage and conduct its operations within the legal limitations surrounding the financing of such operations.

KID CONNECTION PROGRAM

ARTICLE XIV - RATES OF PAY

Section 1. Salary:

Subd. 1. The following base hourly rates will be in effect for kid connection program staff:

Effective July 1, 2022

Assistants	\$15.14
Greeter	\$15.14
Special Ed. One on One	\$16.45*
Instructors	\$17.56

Effective November 13, 2022

Assistants	\$15.52
Greeter	\$15.52
Special Ed. One on One	\$16.86*
Instructors	\$18.00*

*One on one special ed support employees who are also ISD 192 paraprofessionals will receive a salary that is equal to their paraprofessional wage (including longevity) but at least \$16.45 effective 7/1/22 (but not more than \$17.56) and at least \$16.86 effective 11/13/22 (but not more than \$18.00).

When working in a higher classification, the employee will receive the higher rate of pay with prior approval from the Supervisor/Coordinator.

Employees will receive ten cents (\$0.10) per hour longevity increase in pay effective on July 1st following their start date of employment and an additional ten cents (\$0.10) per hour on every subsequent July 1st of continuous employment with the exception that longevity amounts will be frozen at 2013-2014 rates and there will be no longevity increases beyond that year and rate.

Without regard to the longevity payments stated above, beginning with the school year 2014-2015 as year 1, employees who have worked in all months September through May 30 for a minimum of five consecutive years without resignation/retirement in the CE Classroom Support bargaining unit, will receive a career step payment of \$500 as soon as practicable after full ratification of this 2022-2023 contract and then on each June 30 payroll period for which the employee qualifies. The first such June 30 payment will take effect June 30, 2023 and each subsequent June 30 provided the employee remains eligible and qualifies. The \$500 payment does not compound.

ARTICLE XV - HOLIDAYS

Section 1. Holidays: The following eight (8) holidays will be paid holidays for all bargaining unit employees:

New Year's Day	Thanksgiving Day
Presidents' Day	Friday After Thanksgiving
Good Friday	Christmas Eve Day
Memorial Day	Christmas Day

In addition to the previously stated holidays, employees who have been paid for at least 243 days the previous fiscal year will receive July 4th, Labor Day and New Year's Eve day as paid holidays. Holidays will be compensated at the average daily rate per work week the holiday falls in.

ARTICLE XVI – VACATIONS

Section 1. Eligibility: This Article shall apply to employees who are regularly employed on a twelve (12) month basis and work at least six (6) hours per day during the regular school year and work an average minimum of 5.5 hours per day during non-student attendance periods.

Section 2. Earned Vacations: The employees under these provisions shall accrue vacation in this kid connection program as follows:

Year 1	5 * regular school year scheduled work hours/day = accrued hours
Years 2-5	10 * regular school year scheduled work hours/day = accrued hours
Years 6-10	15 * regular school year scheduled work hours/day = accrued hours
Year 11+	20 * regular school year scheduled work hours/day = accrued hours

Section 3. Application:

Subd 1. Vacation shall be determined as of July 1 of each year. New employees with less than one year of service shall accrue prorated vacation based on the number of months of service up to July 1.

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

Section 4. Other Vacation Rules:

Subd. 1. Employees shall have the right to split their vacation provided it is approved by the coordinator.

Subd. 2. Employees may be allowed to take their vacation at any time, provided permission is granted by the coordinator. Requests for vacation shall be made to the employee's supervisor using the district established process.

Subd. 3. Vacation requests should be made at least fourteen (14) calendar days prior to the requested dates.

Subd. 4. Vacation accrued as of July 1 of each year must be taken during the following 26 months. Vacation days may be carried through August 31st of the year following the year in which the days were originally accrued. Example: If days were allocated on July 1, 2010, they may be carried through August 31 of 2012.

ARTICLE XVII - SENIORITY

Section 1. Definitions:

Subd. 1. Program This programs will be defined as Kid Connection.

Subd 2. Classification is defined as a job type within a specific program (Instructor, 1:1 Instructor or Assistant Instructor).

Subd. 3. Seniority Seniority will be defined as the length of continuous employment in the Kid Connection program by classification in this Agreement.

Section 2. Date of Seniority: Seniority will start with the first day of employment in the Kid Connection program. Employees will not be given seniority status until successfully completing their initial probation period. Upon successful completion of their initial probation, an employee's seniority will go back to their original date employed in the appropriate classification in the Kid Connection program.

Section 3. Loss of Seniority: Employees shall lose their seniority standing in the event of retirement, resignation, transfer to another bargaining unit, transfer to a different classification within the Kid Connection program, transfer to another program in this bargaining unit, six (6) months in a District Management position, and lay-off more than eighteen (18) months.

Section 4. Seniority Use: Seniority will be used for promotion, job openings, hour

selections, layoff, and paid time off in accordance with the limitations provided in this contract. A senior employee request for paid time off does not supersede time off previously granted to a less senior employee.

Section 5. Seniority Date: In cases where employees have the same hire date, seniority will be determined by their social security numbers. Seniority will be based on the highest of the last three digits of the social security numbers for those employees. For example an employee whose last three numbers are 555 will come before the employee whose last three numbers are 444 on the seniority list. Hire date for seniority purposes will be the first day of work and not the day a work offer is extended and accepted.

Section 6. Seniority: The District will determine which hours are available due to enrollment and program needs. Hours will be determined for programs. Upon determination of the hours for the programs employees in any classification will have an opportunity to select hours based on seniority.

All employees in the Kid Connection, program will return to previous school year building assignment provided the program and enrollment is still at that building at the end of the summer.

Section 7. Substitution: The parties agree that if an instructional assistant requests a leave of absence for less than one year, the school district may ask an assistant to substitute as the instructor during the leave of absence. This employee will be paid the higher instructor rate of pay and will return to his/her instructional assistant position upon the conclusion of the leave of absence without loss of seniority or other benefits.

Section 8. Reduction in Work Force and Recall:

Subd. 1. Notification of Reduction of Workforce: When reducing the work force, the School District will layoff by classification the least senior Kid Connection employee. The employee affected by the layoff will be given a minimum of fourteen (14) calendar days written notice of layoff.

Subd. 2. Notice of Reduction of Hours: When the hours of a position are to be reduced from full-time to part-time, or by five or more hours per week, or to less than 10.5 hours per week, Human Resources will provide the affected

employee advanced written notice of not less than fourteen (14) calendar days.

Subd. 3. Employee Rights; Employees receiving written notice of reduction of workforce may elect to accept the reduction of hours, or treat the reduction of hours as a layoff notice. The employees must make their decision within seven (7) calendar days and notify the Human Resources Department of their decision in writing.

Subd. 4. Replacement Rights: If an affected employee chooses to treat the reduction of hours as a layoff notice, the employee shall have replacement rights. In determining replacement right the first priority is to preserve the affected employee's number of hours, the second priority is to preserve, if possible, the affected employee's job classification. Therefore, the affected employee shall have the right to replace the least senior person in the same classification within the Kid Connection program with the same or next fewer number of hours. If there exists an open position that meets the same hours and classification in the Kid Connection program as the least senior employee, then the affected employee will instead bump into the open position.

The affected employee shall have seven (7) calendar days to accept or reject the identified bump and shall notify Human Resources of their decision in writing.

Subd 5. Recall Employees will be recalled in the reverse order of lay-off; the last employee laid off will be the first recalled. Employees who accept an offered position will be removed from the layoff list. Employees who do not accept a position offered in the same classification and the same number of hours previously held will be terminated. Employees who are not recalled to a position within 18 months of layoff will be terminated.

STEPPING STONES PROGRAM

ARTICLE XVIII - RATES OF PAY

Section 1. Salary:

Subd. 1. The following base hourly rates will be in effect for stepping stones program staff:

Effective July 1, 2022

Assistants	\$15.14
Special Ed. One on One	\$16.45*
Instructors	\$17.56

Effective November 13, 2022

Assistants	\$15.52
Special Ed. One on One	\$16.86*
Instructors	\$18.00*

*One on one special ed support employees who are also ISD 192 paraprofessionals will receive a salary that is equal to their paraprofessional wage (including longevity) but at least \$16.45 effective 7/1/22 (but not more than \$17.56) and at least \$16.86 effective 11/13/22 (but not more than \$18.00).

When working in a higher classification, the employee will receive the higher rate of pay with prior approval from the Supervisor/Coordinator.

Employees will receive ten cents (\$0.10) per hour longevity increase in pay effective on July 1st following their start date of employment and an additional ten cents (\$0.10) per hour on every subsequent July 1st of continuous employment with the exception that longevity amounts will be frozen at 2013-2014 rates and there will be no longevity increases beyond that year and rate.

Without regard to the longevity payments stated above, beginning with the school year 2014-2015 as year 1, employees who have worked in all months September through May 30 for a minimum of five consecutive years without resignation/retirement in the CE Classroom Support bargaining unit, will receive a career step payment of \$500 as soon as practicable after full ratification of this 2022-2023 contract and then on each June 30 payroll period for which the employee qualifies. The first such June 30 payment will take effect June 30, 2023 and each subsequent June 30 provided the employee remains eligible and qualifies. The \$500 payment does not compound.

ARTICLE XIX - HOLIDAYS

Section 1. Holidays: The following eight (8) holidays will be paid holidays for all bargaining unit employees:

New Year's Day	Thanksgiving Day
Presidents' Day	Friday After Thanksgiving
Good Friday	Christmas Eve Day
Memorial Day	Christmas Day

In addition to the previously stated holidays, employees who have been paid for at least 243 days the previous fiscal year will receive July 4th, Labor Day and New Year's Eve day as paid holidays. Holidays will be compensated at the average daily rate per work week the holiday falls in.

ARTICLE XX - VACATIONS

Section 1. Eligibility: This Article shall apply to employees who are regularly employed on a twelve (12) month basis and work at least six (6) hours per day during the regular school year and work an average minimum of 5.5 hours per day during non-student attendance periods.

Section 2. Earned Vacations: The employees under these provisions shall accrue vacation in this stepping stones program as follows:

Year 1	5 * regular school year scheduled work hours/day = accrued hours
Years 2-5	10 * regular school year scheduled work hours/day = accrued hours
Years 6-10	15 * regular school year scheduled work hours/day = accrued hours
Year 11+	20 * regular school year scheduled work hours/day = accrued hours

Section 3. Application:

Subd 1. Vacation shall be determined as of July 1 of each year. New employees with less than one year of service shall accrue prorated vacation based on the number of months of service up to July 1.

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

Section 4. Other Vacation Rules:

Subd. 1. Employees shall have the right to split their vacation provided it is approved by the coordinator.

Subd. 2. Employees may be allowed to take their vacation at any time, provided permission is granted by the coordinator. Requests for vacation shall be made to the employee's supervisor using the district established process.

Subd. 3. Vacation requests should be made at least fourteen (14) calendar days prior to the requested dates.

Subd. 4. Vacation accrued as of July 1 of each year must be taken during the following 26 months. Vacation days may be carried through August 31st of the year following the year in which the days were originally accrued. Example:

If days were allocated on July 1, 2010, they may be carried through August 31, of 2012.

ARTICLE XXI - SENIORITY

Section 1. Definitions:

Subd. 1. Program This program will be defined as Stepping Stones.

Subd 2. Classification is defined as a job type within a specific program (Instructor, 1:1 Instructor or Assistant Instructor).

Subd. 3. Seniority Seniority will be defined as the length of continuous employment in the Stepping Stones program by classification in this Agreement.

Section 2. Date of Seniority: Seniority will start with the first day of employment in the Stepping Stones program in a classification. Employees will not be given seniority status until successfully completing their initial probation period. Upon successful completion of their initial probation, an employee's seniority will go back to their original date employed in the appropriate classification in the Stepping Stones program.

Section 3. Loss of Seniority: Employees shall lose their seniority standing in the event of retirement, resignation, transfer to another bargaining unit, transfer to a different classification within this Stepping Stones program, transfer to another program in this bargaining unit, six (6) months in a District Management position, and lay-off more than eighteen (18) months.

Section 4. Seniority Use: Seniority will be used for promotion, job openings, hour selections, layoff, and paid time off in accordance with the limitations provided in this contract. A senior employee request for paid time off does not supersede time off previously granted to a less senior employee.

Section. 5. Seniority Date: In cases where employees have the same hire date, seniority will be determined by their social security numbers. Seniority will be based on the highest of the last three digits of the social security numbers for those employees. For example an employee whose last three numbers are 555 will come before the employee whose last three numbers are 444 on the seniority list. Hire date

for seniority purposes will be the first day of work and not the day a work offer is extended and accepted.

Section 6. Seniority: The District will determine which hours are available due to enrollment and program needs. Hours will be determined for programs. Upon determination of the hours for the programs employees in any classification will have an opportunity to select hours based on seniority.

All employees in the Stepping Stones programs will return to previous school year building assignment provided the program and enrollment is still at that building at the end of the summer.

Section 7. Substitution: The parties agree that if an instructional assistant requests a leave of absence for less than one year, the school district may ask an assistant to

substitute as the instructor during the leave of absence. This employee will be paid the higher instructor rate of pay and will return to his/her instructional assistant position upon the conclusion of the leave of absence without loss of seniority or other benefits.

Section 8. Reduction in Work Force and Recall:

Subd. 1. Notification of Reduction of Workforce: When reducing the work force, the School District will layoff by classification the least senior Stepping Stones employee. The employee affected by the layoff will be given a minimum of fourteen (14) calendar days written notice of layoff.

Subd. 2. Notice of Reduction of Hours: When the hours of a position are to be reduced from full-time to part-time, or by five or more hours per week, or to less than 10.5 hours per week, Human Resources will provide the affected employee advanced written notice of not less than fourteen (14) calendar days.

Subd. 3. Employee Rights; Employees receiving written notice of reduction of workforce may elect to accept the reduction of hours, or treat the reduction of hours as a layoff notice. The employees must make their decision within seven (7) calendar days and notify the Human Resources Department of their decision in writing.

Subd. 4. Replacement Rights: If an affected employee chooses to treat the reduction of hours as a layoff notice, the employee shall have replacement rights. In determining replacement right the first priority is to preserve the affected employee's number of hours, the second priority is to preserve, if possible, the affected employee's job classification. Therefore, the affected employee shall have the right to replace the least senior person in the same classification within the Stepping Stones program with the same or next fewer number of hours. If there exists an open position that meets the same hours and classification in the Stepping Stones program as the least senior employee, then the affected employee will instead bump into the open position. The affected employee shall have seven (7) calendar days to accept or reject the identified bump and shall notify Human Resources of their decision in writing.

Subd 5. Recall Employees will be recalled in the reverse order of lay-off by classification; the last employee laid off will be the first recalled. Employees

who accept an offered position will be removed from the layoff list. Employees who do not accept a position offered in the same classification and the same number of hours previously held will be terminated. Employees who are not recalled to a position within 18 months of layoff will be terminated.

EARLY CHILDHOOD FAMILY EDUCATION AND WEE TIGERS PROGRAM

ARTICLE XXII - RATES OF PAY

Section 1. Salary:

Subd. 1. The following base hourly rates will be in effect.

Effective July 1, 2022

Assistants 15.14

Effective November 13, 2022

Assistants \$15.52

Employees will receive ten cents (\$0.10) per hour longevity increase in pay effective on July 1st following their start date of employment and an additional ten cents (\$0.10) per hour on every subsequent July 1st of continuous employment with the exception that longevity amounts will be frozen at 2013-2014 rates and there will be no longevity increases beyond that year and rate.

Without regard to the longevity payments stated above, beginning with the school year 2014-2015 as year 1, employees who have worked in all months September through May 30 for a minimum of five consecutive years without resignation/retirement in the CE Classroom Support bargaining unit, will receive a career step payment of \$500 as soon as practicable after full ratification of this 2022-2023 contract and then on each June 30 payroll period for which the employee qualifies. The first such June 30 payment will take effect June 30, 2023 and each subsequent June 30 provided the employee remains eligible and qualifies. The \$500 payment does not compound.

ARTICLE XXIII - HOLIDAYS

Section 1. Holidays: The following eight (8) holidays will be paid holidays for all bargaining unit employees:

New Year's Day	Thanksgiving Day
Presidents' Day	Friday After Thanksgiving
Good Friday	Christmas Eve Day
Memorial Day	Christmas Day

ARTICLE XXIV - SENIORITY

Section 1. Definitions:

Subd. 1. Program This program will be defined as Wee Tigers and the ECFE programs.

Subd 2. Classification is defined as assistants within the Wee Tigers or ECFE programs

Subd. 3. Seniority: Seniority will be defined as the length of continuous employment in either the Wee Tigers or ECFE program.

Section 2. Date of Seniority: Seniority will start with the first day of employment in either the Wee Tigers or ECFE program. Employees will not be given seniority status until successfully completing their initial probation period. Upon successful completion of their initial probation, an employee's seniority will go back to their original date employed in the given area. Employees who work hours in either program will maintain one seniority date.

Section 3. Loss of Seniority: Employees shall lose their seniority standing in the event of retirement, resignation, transfer to another bargaining unit, transfer to a position in the kid connection or stepping stones program, six (6) months in a District Management position, and lay-off more than eighteen (18) months.

Section 4. Seniority Use: Seniority will be used for promotion, job openings, hour selections, layoff, and paid time off in accordance with the limitations provided in

this contract. A senior employee request for paid time off does not supersede time off previously granted to a less senior employee.

Section. 5. Seniority Date: In cases where employees have the same hire date, seniority will be determined by their social security numbers. Seniority will be based on the highest of the last three digits of the social security numbers for those employees. For example an employee whose last three numbers are 555 will come before the employee whose last three numbers are 444 on the seniority list. Hire date for seniority purposes will be the first day of work and not the day a work offer is extended and accepted.

Section 6. Seniority: The District will determine which hours are available due to enrollment and program needs. Hours will be determined for programs. Upon determination of the hours for the programs, employees will have an opportunity to select hours based on seniority.

All employees in Wee Tigers and ECFE programs will return to previous school year building assignments provided the program and enrollment is still at that building at the end of the summer.

Section 7. Reduction in Work Force and Recall:

Subd. 1. Notification of Reduction of Workforce: When reducing the work force in either the ECFE or Wee Tigers program, the School District will layoff the least ECFE or Wee Tigers employee in the affected program. The employee affected by the layoff will be given a minimum of fourteen (14) calendar days written notice of layoff.

Subd. 2. Notice of Reduction of Hours: When the hours of a position are to be reduced from full-time to part-time, or by five or more hours per week, or to less than 10.5 hours per week, Human Resources will provide the affected employee advanced written notice of not less than fourteen (14) calendar days.

Subd. 3. Employee Rights; Employees receiving written notice of reduction of workforce may elect to accept the reduction of hours, or treat the reduction of hours as a layoff notice. The employees must make their decision within seven (7) calendar days and notify the Human Resources Department of their decision in writing.

Subd. 4. Replacement Rights: If an affected employee chooses to treat the reduction of hours as a layoff notice, the employee shall have replacement rights. In determining replacement right the first priority is to preserve the affected employee's number of hours in the respective Wee Tigers or ECFE program the employee worked in. Therefore, the affected employee shall have the right to replace the least senior person with the same or next fewer number of hours in the same respective Wee Tigers or ECFE program. If there exists an open position that meets the same hours as the least senior employee, then the affected employee will instead bump into the open position.

The affected employee shall have seven (7) calendar days to accept or reject the identified bump and shall notify Human Resources of their decision in writing.

Subd 5. Recall Employees will be recalled in the reverse order of lay-off; the last employee laid off will be the first recalled. Employees who accept an offered position will be removed from the layoff list. Employees who do not accept a position offered with the same number of hours previously held will be terminated. Employees who are not recalled to a position within 18 months of layoff will be terminated.

ARTICLE XXV - DURATION

Section 1. Terms and Reopening Negotiations: This Agreement shall remain in full force and effect except as provided in this section for a period commencing July 1, 2022, through June 30, 2023, and thereafter until modifications are made pursuant to the PELRA of 1971.

Section 2. Finality Any matters relating to the current contract terms, whether or not referred to in this Agreement, shall not be open for negotiation during the terms of this Agreement unless mutually agreed upon by both parties.

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

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

Signed this 26th day of September, 2022.

INDEPENDENT SCHOOL DISTRICT
#192, Farmington, Minnesota

INTERNATIONAL UNION OF
OPERATING ENGINEERS, LOCAL 70

Chairperson

Business Manager/Financial Secretary

Clerk

President

Recording Secretary

Business Representative

Steward

MEMORANDUM OF AGREEMENT

This Agreement is entered into by and between the International Union of Operating Engineers, Local No. 70 representing Kid Connection, Wee Tigers, School Readiness, Stepping Stones and ECFE Programs, and Independent School District 192. The parties agree to implement this non-school day staffing process and vacation leave accrual process effective July 1, 2022 going forward for staff working a minimum of 4 hours per day or more in their regular school year assignment:

Kid connection year round staff – instructors/assistants

- Typically, there are 16 to 19 non-school days depending on the year
- Would be scheduled to work “Non-school” days (NSD)
- Shifts will be offered to staff for “Non-School days” in seniority order.
- Employee may request to use personal or vacation on these student ~~or summer~~ days. Approval will be in accordance with normal process.

Kid connection “9 month” staff

- Typically, there are 16 to 19 non-school days depending on the year
 - Would **NOT** automatically be scheduled to work “Non-school” days (NSD)
 - In total seniority order (without regard to 9 month status), KC employees would choose to work and be paid, or choose not to work and not be paid on NSD.
 - 100% the employee’s choice to work or not work
 - No supervisor would need to “approve” an employee to have the NSD off
 - Very limited time frame to “opt in” to work.
(minutes from when asked 10-14 days before the NSD).
 - Scheduled days would include (and employee may request to use personal or vacation on these days):
 - 170 student days
 - 8 holidays
 - 5 training days August
 - 183 scheduled days
- If hired to work the summer prior to start of school year, work an additional:
- 55 summer days (exact # may vary year by year)
 - 3 training days previous June
- Employee may request to use personal leave on student or summer days.

Approval will be in accordance with normal process.

- If the KC employee was paid for 243 days or more the previous fiscal year, they also earn vacation the following year.

Amount of vacation days earned in one year would also be pro-rated based on how many non-school days employee opts to work in the previous year.

In the example above, in 21-22 I was paid for:

183 regular days (worked, holidays, personal, sick, etc..)

58 (summer 2021 plus 5 training)

8 non- school days that I worked

249 days paid in 21-22. So, in 22-23, I would earn 57.6 hours of vacation using illustration below:

- Work 15 or fewer non-school days, earn 98% of calculation below
- Work 7-12 non-school days, earn 96% of calculation below
- Work 6 or fewer non-school days, earn 94% of calculation below

Year 1 5 * regular school year scheduled work hours/day =
accrued hours

Years 2-5 10 * regular school year scheduled work hours/day =
accrued hours

Years 6-10 15 * regular school year scheduled work hours/day =
accrued hours

Year 11+ 20 * regular school year scheduled work hours/day =
accrued hours

Example: I am a “9 month” employee who is regularly scheduled to work 6 hours per day

and I am in my 5th year in this bargaining unit. I worked in the summer of 2021 KC program and chose to work (and therefore be paid) for 8 non-school days in 21-22. In 22-23, I would earn:

*10*6 = 60 hours of vacation pro-rated by 96% = 57.6 vacation hours will be earned to use in 22-23.*

Because I worked at least 243 days in 21-22, I would also earn 3 additional holidays in 22-23.

If I did not work the summer of 2021, I would earn no vacation for 22-23 and would not receive the 3 additional holidays in 22-23.

Employees may request to use vacation on school days, non-school days or summer. Approval will be in accordance with normal processes.

Stepping Stones staff

- There are no designated “non-school days” in this program
- Scheduled days would include (and employee may request to use personal or vacation on these days):
 - 186 student days
 - 8 holidays
 - 5 training days August
 - 199 scheduled days

If hired to work the summer prior to start of school year in SS or KC, work an additional:

- 55 summer days (exact # may vary year by year)
- 3 training days previous June
- Employee may request to use personal leave on student or summer days. Approval will be in accordance with normal process.
- If the SS employee was paid for 243 days or more the previous fiscal year, they also earn vacation the following year.

Year 1 5 * regular school year scheduled work hours/day = accrued hours

Years 2-5 10 * regular school year scheduled work hours/day = accrued hours

Years 6-10 15 * regular school year scheduled work hours/day = accrued hours

Year 11+ 20 * regular school year scheduled work hours/day = accrued hours

Example: I am a SS employee who is regularly scheduled to work 6 hours per day. I am in my 5th year in this bargaining unit. I worked in the summer of 2021 in the KC program and chose to work. In 22-23, I would earn:

*10*6 = 60 hours of vacation to use in 22-23.*

Because I worked at least 243 days in 21-22, I would also earn 3 additional holidays in 22-23.

If I did not work the summer of 2021, I would earn no vacation for 22-23 and would not receive the 3 additional holidays in 22-23.

Employees may request to use vacation on school days, non-school days or summer. Approval will be in accordance with normal processes.

Wee Tigers staff

- There are no designated “non-school days” in this program
- Scheduled days would include (and employee may request to use personal or vacation on these days):
 - 161 student days
 - 8 holidays
 - 9 training/prep/cleaning days
 - 178 scheduled days

If hired to work the summer prior to start of school year in SS or KC, work an additional:

- 55 summer days (exact # may vary year by year)
- 3 training days previous June
- Employee may request to use personal on student or summer days

- If the SS employee was paid for 236 days or more the previous fiscal year, they also earn vacation the following year but it would be pro-rated by 92% (236/257)

Year 1 5 * regular school year scheduled work hours/day =
accrued hours

Years 2-5 10 * regular school year scheduled work hours/day =
accrued hours

Years 6-10 15 * regular school year scheduled work hours/day =
accrued hours

Year 11+ 20 * regular school year scheduled work hours/day =
accrued hours

Example: I am a Wee Tigers employee who is regularly scheduled to work 6 hours per day. I am in my 5th year in this bargaining unit. I worked in the summer of 2021 in the SS program. In 22-23, I would earn:

*10*6 = 60 hours of vacation to use in 22-23 pro-rated by 92% or 55.2 hours of vacation.*

Because I worked at least **236** days in 21-22, I would also earn 3 additional holidays in 22-23 (threshold is lower to earn vacation because Wee Tigers employee can't hit the 243 given wee tigers schedule – even when you add the summer days).

If I did not work the summer of 2021, I would earn no vacation for 22-23 and would not receive the 3 additional holidays in 21-22.

Employees may request to use vacation on school days, non-school days or summer. Approval will be in accordance with normal processes.

The parties agree that this memorandum of understanding is not precedent setting and will be reevaluated by the parties for continuation beyond June 30, 2023 when the parties start meeting to negotiate the next contract.

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

Signed this 26th day of September, 2022.

INDEPENDENT SCHOOL DISTRICT
#192, Farmington, Minnesota

INTERNATIONAL UNION OF
OPERATING ENGINEERS, LOCAL 70

Chairperson

Business Manager/Financial Secretary

Clerk

President

Recording Secretary

Business Representative

Steward