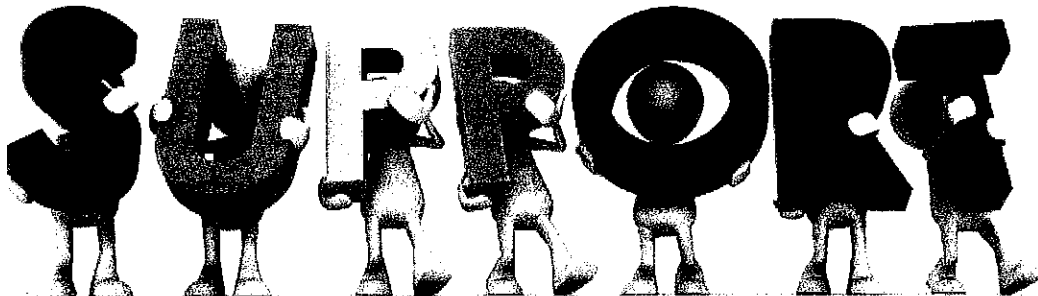

Staples Motley ISD #2170

Support Staff Agreement



2015-2017

**SUPPORT STAFF MASTER AGREEMENT
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STAPLES MOTLEY SUPPORT STAFF CONTRACT

July 1, 2015- June 30, 2017

ARTICLE I -- PURPOSE & DURATION

Section 1. This Agreement is entered into between ISD 2170, Staples Motley Schools, Staples, MN and the custodial -- buildings and grounds, food service, teacher assistants, office occupations, and school nursing staff to provide terms and conditions of employment during the duration of the Agreement.

Section 2. The duration of this Agreement shall be effective as of **July 1, 2015** and continue in effect through **June 30, 2017**. If the parties are not in agreement on a new Agreement by **July 1, 2017**, the terms and conditions of this Agreement continue in full force until a substitute Agreement is adopted. Negotiations concerning the adoption and development of a new agreement shall not begin before ninety (90) days prior to the expiration of the contract unless both parties mutually agree.

ARTICLE II -- DEFINITIONS

Section 1. Terms and Conditions of Employment: Terms and conditions of employment means the hours of employment and compensation including fringe benefits and the employer's personnel policies affecting the working conditions of the employees. All benefits will be prorated based on annual hours worked as they relate to full time (2,088 hours per year), unless otherwise stated.

Section 2. Description of Appropriate Unit: For purposes of the Agreement, the unit shall include all buildings and grounds (includes custodial), food service, paraprofessionals, office occupations, and school nursing staff. Nursing staff shall possess a minimum of an LPN license.

Section 3. Full Time Employee: A full-time employee shall be considered an employee who is contracted to work 261 days per year, 8 hours per day for a total of 2,088 hours.

Section 4. Benefits: Benefits for part-time employees shall be prorated according to his or her FTE and work a minimum of 20 hours per week. For example, a 9 month employee working 20 hours per week would receive 34.5% of full-time benefits, while a 12 month employee working 20 hours per week would receive 50% of full-time benefits. In order to receive benefits, an employee must be contracted to work at least 20 hours per week and 720 hours per year (.345 FTE). An exception to this prorating of benefits is found in the sick leave section, Article VI.

Section 5. Grade: The appropriate beginning pay grade shall be designated by the school board and cannot change without a review and recommendation from the district employee committee with final approval from the school board. The pay grade or job classification is based upon an employee's job description.

ARTICLE III -- EMPLOYEE RIGHTS

Section 1. Right to Views: Nothing in this Agreement shall be construed to limit, impair or affect the right of any employee to the expression or communication of a view, grievance, complaint, or opinion on any matter related to the conditions or compensations of public employment or their betterment.

Section 2. Right to Negotiate: The Support Staff Council shall have the right to negotiate grievance procedures and the terms and conditions of employment for support staff employees of such unit with the school district's board of directors.

ARTICLE IV -- RATES OF PAY

Section 1. Salary Schedule

Rates per hour for 2015-2016

Grade	2	3	4	5	6	7	8	9	10
Probationary	\$11.16	11.65	12.14	12.68	13.20	13.79	14.42	15.12	15.80
Qualified	\$11.76	12.27	12.75	13.29	13.80	14.40	15.06	15.71	16.40

Rates per hour for 2016-2017

Grade	2	3	4	5	6	7	8	9	10
Probationary	\$11.31	11.80	12.30	12.84	13.37	13.97	14.61	15.32	16.01
Qualified	\$11.91	12.43	12.92	13.46	13.98	14.59	15.26	15.91	16.61

Section 2. Substitute Pay:

When a contracted employee is asked to substitute for another position, that employee will receive the qualified rate of pay for the pay grade assigned to the position for which they are substituting.

ARTICLE V -- INSURANCE

Section 1. Group Health Insurance:

Subdivision 1. Single Contributions: The school district agrees to pay \$4,300 for the 2015-2017 school years for all support staff working eight (8) hours per day for 261 days per year or 2,088 hours per year. The time referred to in the previous sentence shall be considered full-time for the purpose of this Article. If a support staff employee works less than full-time, the school district's contribution to the employee's HRA or premium will be prorated accordingly. Support staff who choose not to participate in the school district's group health insurance plan shall have his/her district contribution amount deposited in the school district's sponsored HRA fund. Full time support staff who are eligible for a paid single premium and are covered under their spouse's dependent plan (said spouse being a full-time employee in ISD #2170 or an agency of the school's Risk Management Pool) shall have the amount of their single premium eligibility deposited in the school district's sponsored HRA.

Subdivision 2. Additional Contribution: Beginning in the school year 2008-2009 employees will contribute \$300 to their account in the School District's sponsored HRA Fund. The total district contribution will be **\$4,300 for the school year.**

Subdivision 3. Health Reimbursement Arrangement:

a. Purpose and Management: The purpose of the HRA shall be to provide an entity to manage the employees' health benefit and pay for eligible health care expenses. Each employee shall have a separate account within the HRA administered by an outside vendor. The vendor shall provide a Plan Document to all eligible employees. The Plan Document will describe the benefit features, including investment options, and shall disclose all expenses. The vendor will also provide a copy of the HRA Trust Document to the business office for review

This fund may be used only by employees and their immediate families, as established in Internal Revenue Code, section 152 and HRA Revenue Ruling 2006-36. There shall be no limit on the amount an employee member of the fund may accumulate. Beginning in the 2008-2009 school year each employee must contribute \$300 annually for a full time employee as defined in Article V. This amount will be prorated accordingly based on part time status down to a proration of half time employment. Employees working less than half time will not be required to contribute to the district sponsored HRA.

Any balance remaining in an employee member's account at death shall be used for final eligible expenses for the deceased, after which the remaining balance may be used by any surviving spouse and/or legal dependent(s). If there are no legal dependents and/or spouse, the funds remaining in the HRA will be disbursed according to the agreement with the HRA provider.

b. Qualifying Claims: As allowable per IRS regulations

In the event this Agreement causes or will cause penalties, fees, or fines to be assessed against the school district, the parties agree to reopen negotiations that result in a revised Agreement between the parties that eliminate or reduce penalties, fines or fees to be assessed against the School District.

Establishment of VEBA:

Subdivision 1. The school District shall make available a VEBA plan and Trust to all qualified employees and eligible retirees. The employees shall be part of the group which is made up of all bargaining units in the District to determine the appointment of the trustee and plan administrator for the VEBA plan and Trust.

Section 2. Long Term Disability Insurance: The school district shall pay the full cost of long term disability insurance for all employees covered under this Agreement. The long term disability insurance shall have a 120-day waiting period and pay two-thirds (2/3) of their wages during disability to the maximum of the plan.

Section 3. Life Insurance: The school district shall provide \$50,000.00 (fifty thousand dollars) term life insurance for each full-time support staff employee. If an employee works less than full-time the life insurance coverage provided by the school district shall be prorated accordingly. All retired employees have the right to remain in the Life Insurance Group until age 65. Employees choosing to remain in the Life Insurance Group upon retirement shall pay their own premiums unless covered by other provisions of this Agreement.

Section 4. Worker's Compensation

Employer: The employer shall comply with the provisions of Minnesota statutes governing worker's compensation laws.

Employee: All employees who are injured during the course of their employment shall file, on forms furnished by the employer, an accident report with the designated supervisor no matter how slight the injury. Any compensation received by the employee for loss of time, if the employee is receiving sick pay, shall be deducted from earnings.

ARTICLE VI -- SICK LEAVE / PERSONAL LEAVE

Section 1. Eligibility: All personnel covered by this Agreement are eligible for sick leave. Employees who terminate their employment with the district or have their employment terminated by the district within the first thirty (30) days of employment will have to pay back any sick leave used during that time. In order to be eligible for sick/personal leave, that leave must be approved by the signature of the employee's supervisor on the employee's time sheet.

Sick leave days may be taken in hourly increments if approved by the immediate supervisor and if needed substitutes are available and willing to work the unit of time needed.

Leave request notices should be made as far in advance as possible and must be approved by the immediate supervisor or administrator.

Section 2. Sick Leave Definition: Sick leave is personal illness of the employee or serious illness and/or death of a member of the immediate family or a close personal associate. Up to five (5) days of sick leave may be allowed for death or serious illness of a member of the immediate family. Each day's absence beyond five (5) days will result in the deduction of one day's salary, unless approved by the immediate supervisor.

Section 3. Allowance: Twelve-month employees will receive eleven (11) days of sick leave, two (2) of which may be used as personal leave. The amount of sick leave days for which an employee qualifies will be computed as follows: Employee's F.T.E. x 13.05 = sick days, to a maximum of eleven (11) days. The number of sick days will be multiplied by 8.0 to determine the number of hours of sick leave for which an employee qualifies. Days/hours will be donated to the sick leave bank as needed to replenish the bank. The amount of hours employees contribute to the bank will be prorated according to their F.T.E. For instance if a determination is made that employees should contribute one day to the bank, an employee with an F.T.E. of .50 would donate 4.0 hours to the bank.

Section 4. Accumulation: There shall be no maximum accumulation of sick leave. Any sick leave or personal days used are to be subtracted from the employee's yearly total accumulation of sick leave days. Sick leave may not be used once an employee qualifies for disability payments.

Section 5. Personal Leave: Two days of personal leave will be granted to an employee, subject to administrative approval. A third personal leave day may be granted by an administrator for unusual circumstances for something which requires an employee's attention and which must be attended while school is in session or during normal work hours. Support staff requesting personal leave may be asked, by their supervisor, to specify the reason(s) for the requested leave. Care will be exercised by the supervisor/administrator to maintain confidentiality regarding the reasons for the personal leave. Personal leave is non-cumulative, and any days used will be deducted from the employee's sick leave days.

Leave request notices should be made as far in advance as possible and must be approved by the immediate supervisor or administrator.

Personal leave days may be taken in hourly increments if approved by the immediate supervisor and if needed substitutes are available and willing to work the unit of time needed.

Section 6. School Closings: If school is closed by the administration for any reason, and those hours are not to be made up, the Superintendent may allow personal leave to be used for those days.

Section 7. Personal Leave for Attending State Contests: Employees covered by this Agreement may use personal leave to attend a state school contest if their son or daughter is participating in that contest during working hours.

Section 8. Leave of Absence. An employee wishing to request a leave of absence may do so by writing a letter of request to the Superintendent and the school board. The school board may approve or disapprove the request, depending upon the nature of the request. Such factors will be considered as the employee's past service and the recommendation of the employee's supervisor. No leave of absence may be for more than one year. Seniority does not accrue during the leave but resumes when the employee returns to work for the school district within the terms of the leave. Should the employee not return on expiration of leave, and in the absence of any other agreement with the board, all prior rights will be forfeited by April 1.

Section 9. Short Term Leave of Absence. An employee may apply to the Superintendent for a short-term leave of absence, not to exceed twenty (20) days. The Superintendent will make his decision whether or not to approve this leave based on such factors as the nature of the request, the impact on the district, and the employee's past service with the district. Such leave will be without pay, but benefits will continue during

this leave. Employees may appeal the Superintendent's decision to the school board. Should the support staff member not return on expiration of the leave, and in absence of any other agreement with the school board, all prior employee rights and benefits will be forfeited.

Section 10. Bereavement Leave: Bereavement leave will be provided upon the death of a family member. Employees who have worked at least 60 days will be paid for up to two (2) days pay per occurrence for time lost from work to provide for or attend funerals of immediate family members. "Immediate family" is defined as the employee's spouse, child, parent, spouse's parent, grandparent, grandchildren, sister, brother, or other significant relative. The two days are calendar work days. For instance, a half-time employee would get two calendar work days, not four half-days. If additional time is needed, employees may get extra days approved through the provisions of sick leave or personal leave described elsewhere in this contract.

ARTICLE VII -- HOURS OF SERVICE

Section 1. Lunch Period: Employees working five (5) hours or more shall be provided a duty free unpaid lunch period of at least thirty (30) minutes per day.

Section 2. Coffee Breaks: Employees shall receive a paid fifteen (15) minute break for each four (4) hours of work time per day.

ARTICLE VIII -- PROBATIONARY PERIOD AND PROMOTIONS

Section 1. Probationary Period: All new employees under this Agreement shall serve a probationary period of 120 days of work, with evaluations written and shared with the employee before the end of the probationary period and placed in the employee's personnel file. Probationary personnel are subject to dismissal any time during the probationary period, but they will be given a two (2) week notice in such cases. Employees, while on probation, will be paid the probationary rate of pay specified in Article IV of this Agreement.

Section 2. Promotions or Transfers: All employees who are promoted to or transferred to another position shall have a twenty (20) work day probationary period. If, during that time, the school administration feels that the employee is not suited well to that position, the employee's promotion or transfer may be terminated. In such cases, employees shall have the right to bump back into their previous position at their previous rate of pay and with no loss of benefits.

Section 3. The probationary period shall be designated in an employee's personal contract. If the employee is denied the right to a probationary period, the employee may appeal the denial through the steps of the grievance procedure.

Section 4. Probationary period does not apply to an employee changing jobs within the same category.

ARTICLE IX -- HOLIDAYS

Section 1. Eligibility: All employees covered under this contract shall be eligible for holidays.

Subdivision 1. Employees working nine (9) months shall receive the following six (6) paid holidays at their assigned hours and rate of pay: New Year's Day, Good Friday, Memorial Day, Thanksgiving Day, and two days at Christmas.

Subdivision 2. Employees working ten (10) or eleven (11) months shall receive an additional 7th paid holiday -- Labor Day.

Subdivision 3. Employees working twelve (12) months shall receive an additional 8th and 9th paid holidays -- the Friday after Thanksgiving and July 4th.

ARTICLE X -- VACATIONS

Section 1. Eligibility: All employees working at least 235 days are eligible for vacation days as described in this Article. Vacation is a prorated benefit according to FTE. (See Article II, Section 4). Employees who qualified for vacation during the 1998-1999 school year will remain eligible for vacation unless they voluntarily change jobs or hours.

Subdivision 1. Vacations for employees working less than 235 days for whom vacation is grandfathered, shall be eligible for vacation as their employment time relates to 100 percent FTE.

Subdivision 2. Employees who voluntarily change jobs to a position of less than 235 days, will forfeit all vacation rights.

Subdivision 3. Full-time employees who have their position changed by the district to less than 235 days will be grandfathered on a prorated vacation based on annual hours worked as they relate to full-time.

Subdivision 4. Vacation must be taken within the confines of employee's contract days.

Subdivision 5. Vacation days may be taken in half-day increments as long as the following conditions are met:

- MINIMUM of one week notification is given to the immediate supervisor – two weeks preferred
- The immediate supervisor approves the requests and, by doing so, indicates that planned work schedules or projects may be accommodated
- Any needed substitutes are available and willing to work the unit of time needed

Subdivision 6. Vacation days shall start accruing as defined in subdivision one, when an employee begins to work, and may be used after 130 working days of employment. Thereafter, July 1 shall be considered the anniversary for vacation determination as it relates to the year of hire.

Subdivision 7. Vacation eligibility shall be as follows:

Years of Service	Vacation Eligibility (Prorated by F.T.E.)
1	Two Weeks
6	Three Weeks
12	Four Weeks

Section 2. Accumulation: Vacations cannot be accumulated and must be taken within one (1) year of being earned. However, vacations may be accumulated for a subsequent period with administrative approval.

Section 3. Scheduling: When scheduling vacations, seniority shall prevail; however, all vacation scheduling must have supervisor approval. Vacations may be taken in longer than two week blocks provided that a timely request is filed with the supervisor, that appropriate substitutes may be found, and that the vacation time will not adversely impact a necessary or scheduled work project.

ARTICLE XI -- EARLY RETIREMENT PAY

Section 1. Support staff members covered under this Agreement who have completed at least thirteen (13) years of continuous service with the school district and are at least fifty-five (55) years of age shall be eligible for severance pay, pursuant to the provisions of this Article, upon submission of a written resignation accepted by the school board.

Section 2. Daily rate of pay shall be calculated by dividing annual salary by number of days worked at time of termination.

Section 3. Eligible support staff employees, upon early retirement, shall receive as severance pay an amount representing six (6) days of pay for each full year of service, but not to exceed a total of sixty (60) days pay.

Section 4. In addition to the severance pay provided in Section 3, support staff employees shall be eligible to receive as severance pay upon retirement, the amount obtained by multiplying 40 percent of his/her unused number of sick leave days, but in any event not to exceed fifty (50) days, times his/her daily rate of pay.

Section 5. In the event that the IRS determines that a severance benefit paid by the district is constructively received by an employee, the district will pay to the IRS the amount necessary to comply with the withholding standards under IRS rules in the year that the income is constructively received. The employee shall receive, upon retirement, any severance due, minus any amount that has been previously paid to the IRS.

Section 6. In applying the provisions of this article, an employee's daily rate of pay shall be the basic rate of pay at the time of retirement as provided in the basic salary schedule for the basic school year and shall include any additional compensation.

Section 7. Retirement pay shall be paid by the school district in three (3) equal installments to the employee's 403 b account. One payment shall be at retirement, and the remaining two payments shall be made annually from the date of retirement. Payments shall be completed within twenty-four (24) months from the date of retirement. Upon a retiree's death, unpaid benefits will be paid to the retiree's estate. This benefit shall not be granted to any employee who is discharged by the school district.

Subdivision 1: 403 (b)

a. Subject to the limitations listed below, the school district will contribute an amount equal to the value of the employee's severance pay directly into the retiree's 403 (b) account. The employee will not receive any direct payment from the school district for severance pay or the remaining balance of the guaranteed payout.

b. The school district's annual contribution into the retiree's 403 (b) account must not exceed the IRS contribution limit. If the retiree has any severance remaining after the limit is reached in the year of separation, the school district will make a contribution up to the IRS maximum into the retiree's 403 (b) account in the following year(s).

c. The school district's contribution(s) into the retiree's 403 (b) account will be made according to the timeline provided for in Section 7 of this article. The payment(s) are made without any matching contributions from the employer.

Section 8. Support staff employees who apply for early retirement shall be eligible to remain in the existing group health and hospitalization insurance program and for the school board's contribution of \$4,600 for full time and prorated as defined in Article V, Section 1, of this Agreement until the employee turns age 65 or qualifies for Medicare, whichever is later.

Retirees who are not members of the district's group medical insurance shall have an amount equivalent to the cost of the district's single health insurance policy deposited in their HRA until they turn age 65, or qualify for Medicare, whichever comes later.

The benefit described in this section terminates upon death of the former employee.

ARTICLE XII 403(b) PLAN AND SEVERANCE PLAN PHASE OUT

Section 1. Eligibility: Pursuant to the provisions of M.S. 123B.02, Subd. 15. and Section 403(b) of the Federal Internal Revenue Code, the School District will make matching contributions for each employee who has completed at least two (2) consecutive years of employment. Employees with a hire date of July 1, 2014 or later will only be eligible to participate in the school district's 403(b) annuity matching program and will not be entitled to any severance benefits set forth in Article XI.

Subd. 1 Severance Phase out: Employees with a hire date prior to July 1, 2014 will be allowed severance benefits as set forth in Article XI or will be eligible to participate in the school district's 403(b) annuity matching program. Once an employee hired prior to July 1, 2014 chooses to participate in the district's 403 (b) program he or she will forfeit eligibility for severance benefits as set forth in Article XI.

Employees hired after July 1, 2014 will not be allowed severance benefits as set forth in Article XI but instead are eligible to participate in the school district's 403 (b) annuity matching program.

Section 2. Amount of School District Contribution:

Subd. 1. Full-time Employees: Full-time, eligible employees shall be eligible for an annual School District matching contribution as follows:

<u>Years of Service</u>	<u>Maximum Matching Contribution</u>
0-2	\$0.00
3-5 (beginning year 3)	up to \$250.00
6-9	up to \$500.00
10-14	up to \$750.00
15+	up to \$1,000.00

The school district will make matching monthly contributions to a participating employee's 403(b) annuity plan. The plan year extends from July 1 through June 30. The annual limit on the amount employees may contribute to his/her 403(b) annuity account shall be governed by applicable law and regulation. It is understood that the district will then match the amount chosen by the employee dollar-for-dollar up to the maximum contained in the table above.

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

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

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

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

Section 9. Applicable Statutes: The provisions of this article are subject to all limitations relating to such plans as provided by Federal and State laws.

ARTICLE XIII -- JOB POSTINGS

Section 1. Procedures: All job openings shall be posted. Job openings consist of all new or open positions. In the event of a job opening, the job shall be announced by bulletin for a period of five (5) working days. Qualified employees within the support staff employee unit shall be given the first opportunity to apply for the position. Whenever possible, the vacancy shall be filled from among present employees, giving consideration to seniority and employee qualifications for the job. Administration reserves the right to determine placement of personnel. If an existing employee is not chosen for a transfer or a new job position for which he or she has applied, a meeting shall occur between him/her and the direct supervisor giving reasons for not being selected.

Subdivision 1. Support staff seniority is defined in Article XIII. Seniority, as described therein, shall apply for employees applying for job openings.

Section 2. Place of Posting: All postings will be placed on the appropriate bulletin boards in each building in the school district where employees are assigned work duties.

Section 3. Length of Posting: Jobs shall be posted in house for a period of five (5) working days.

Section 4. Support staff will be notified of open positions. Notice of openings will be sent to representatives on the Support Staff Council. It is their responsibility to notify their members.

Section 5. If the employee is denied the right to a probationary period, the employee may appeal the denial through the steps of the grievance procedure.

Section 6. If a job position is increased one (1) hour per day or less with no change in responsibilities, and has not been increased in the previous two (2) years, it does not need to go through the posting process.

ARTICLE XIV -- LAY-OFF PROCEDURES

Section 1. Determination of Lay-offs: Lay-offs shall be used for a reduction of the work force, when in the discretion of the Superintendent it is deemed necessary and appropriate. Normally, the administration will consider other known options for reduction of staff prior to implementing a lay-off. Some of these options include:

- a. Hiring restrictions
- b. Voluntary leaves of absence
- c. Retirements or resignations
- d. Selected termination of probationary employees

When implementing a lay-off, the number of lay-offs for each job category will be determined. Written notification then will be provided employees facing lay-off. Preference will be given to seniority when determining the lay-offs.

Section 2. Seniority: Seniority is defined as an employee's length of continuous contracted service with the district. Employees shall accrue seniority following the completion of the probationary period defined in this contract. Once the probationary period is completed, seniority shall be retroactive to the first day of contracted employment.

Continuous employment shall include:

- a. board approved leaves of absence for no more than one year
- b. medical leaves
- c. long-term disability leaves
- d. lay-offs (not to exceed two years)

An employee shall lose seniority through:

- a. termination
- b. retirement
- c. resignation
- d. leave of absence of more than one year
- e. lay-off of more than two years

Section 3. Bumping Procedures: More senior employees may "bump" less senior employees. "Bumping" is defined as the practice by which an employee with more seniority may replace another employee with less seniority. Bumping is allowed only when an employee is facing lay-off and only within the following parameters:

- a. Within ten days from the date an employee receives written notice of a lay-off, they must provide written notification to the Superintendent if they wish to exercise their bumping rights.
- b. An employee only may bump into a position of equal or lessor grade classification.
- c. An employee may not bump to more of an FTE than that employee currently has. For instance, a half-time janitor with more seniority may bump a less senior janitor who is working full-time, but the half-time custodian can only bump half of the full-time janitor's position.
- d. Bumping may only occur within a particular employee's job category or an employee's previous job category. Job categories are defined elsewhere in this contract. Seniority within a job category starts as soon as the employee starts work under a contract in that particular category. Employees may use cumulative seniority to bump into a position in a job category where the employee previously worked.

Example: An employee started working as a cook and worked for five (5) years before she started work as a custodian. After five (5) years as a custodian, she worked two (2) years as a teacher assistant before she was subject to lay-off. That employee would have two (2) years of seniority to bump into a teacher assistant position, seven (7) years of seniority to bump into a custodial position, and twelve (12) years of seniority to bump into a cooking position. Remember that dates of first employment are used to determine seniority, and an employee may not bump into a job and be employed at more of an FTE than he/she currently holds. In the above example, the employee's seniority may look as follows:

Employee	Job Category	First Work Date
Jane Doe	Kitchen/Cook	9/03/84
Jane Doe	Custodian	8/15/89
Jane Doe	Teacher Assist.	9/05/94

Ms. Doe could bump any teacher assistant starting work after 9/05/94, any custodian starting work after 8/15/89, and any food service employee starting work after 9/3/84, providing those positions were at equal or lesser grade classification.

- e. In order for an employee to bump into another position, the administration must determine that no significant additional training is needed for that employee to adequately perform the duties of the position into which the employee wishes to bump.
- f. Once the bumps are determined, the administration reserves the right to reassign and schedule positions for the best operation of the district. Reassignments will be within job category and job grade classification. For instance, if a grade nine (9) position bumps into a grade seven (7) position, reassignment cannot be made to a grade six (6).

Section 4. Seniority List. A seniority list shall be prepared by the Superintendent's office by March 1st of each year, or at least thirty (30) days prior to any notifications of lay-off. Employees may challenge the list for possible corrections any time within the first thirty (30) days after the list is posted. After thirty (30) days, the list shall be frozen.

Section 5. Recall: Employees placed on lay-off shall be recalled in reverse order of lay-off. This recall shall be for up to two years following the lay-off, providing the employees on lay-off inform the school by April 1 of each succeeding year following the lay-off that they wish to be given the option of recall should an appropriate vacancy open. It is the responsibility of the employee on lay-off to notify the school of any address or phone number changes essential if the district needs to notify the employee of a recall.

ARTICLE XV -- OVERTIME, COMP TIME, ADDITIONAL PAY & OTHER BENEFITS

Overtime pay shall be paid at the rate of one and one-half of an employee's regular rate for all hours worked over forty (40) hours per week. If a contracted employee works under more than one contract, that employee's overtime rate will be paid at the lowest contract rate

Section 2. On-call Pay: When an employee is asked to come to the school to respond to an alarm, that employee will be paid either \$25.00 or overtime, whichever is more.

Section 3. Compensatory Time: If overtime hours are worked, compensatory time may be granted with prior administration approval. Compensatory time shall be granted at the rate of one and one-half for each hour of overtime worked in excess of forty (40) hours per week. Maximum accumulation of compensatory time is forty (40) hours (determined at one and one-half time rate).

Section 4. Limits: Overtime shall be calculated to the nearest fifteen (15) minutes per day.

Section 5. Signing Time Card: Overtime and compensatory time shall only be paid if the employee's supervisor signs the time card.

Section 6. Other Benefits: Refreshments may be provided at meetings, pending administrative approval.

Section 7. Staff Development: Employees may attend up to two days (16 hours) of training/staff development that is appropriate to their position. If the training is outside of the regular work day, the employee may bill for up to sixteen (16) hours for training or be granted compensatory time by their supervisor. In any case, prior approval must be granted by the building/department supervisor.

ARTICLE XVI -- TIME SHEETS

Section 1. Usage: All categories and classifications shall turn in a manual time sheet signed by their supervisor.

Section 2. Penalties: Any employee falsifying a time sheet shall be subject to immediate dismissal.

ARTICLE XVII -- LONGEVITY & EXTRA PAY

Section 1. Extra Pay Guidelines:

Subdivision 1. Extra Pay - Night shift personnel shall be compensated as follows:

** Shift starts after 2:00 P.M., or other unusual hours, as determined by the administration - \$.25 cents/hour.

Subdivision 2. Plant Operation Personnel with Boiler's License: 22 cents.

There shall be only two plant operation personnel per building, which will be paid for having a boiler's license if required by state statute.

Section 2. Longevity: Each qualified employee shall receive a lump sum payment at the end of the fiscal year as follows: **2013-2015**

*After 5 years of continuous service -	\$ 750.00
*After 10 years of continuous service -	\$ 900.00
*After 15 years of continuous service -	\$1050.00
*After 20 years of continuous service -	\$1200.00
*After 25 years of continuous service -	\$1350.00

After 13 years of continuous service, upon retirement, *between the ages of 53 through 57* - \$1,000.00

After 13 years of continuous service, upon retirement - \$1,000. 00. Retirement letter must be received by March 31st.

Longevity will be a lump sum payment at the end of the year.

Subdivision 1. Longevity payments shall be 100 percent for employees working 2,088 hours per year and a prorated share for employees working less hours.

Subdivision 2. An employee must be hired by Oct. 1, to receive a year of credit toward longevity pay.

ARTICLE XVII- JOB CLASSIFICATION

If a support staff position is to be reclassified, a letter of request stating the reason(s) for the need to reclassify should be written and submitted.

1. The request should be submitted to the appropriate department head or building administrator.
2. The request for a Stanton Study review must be approved by the department head or building administrator.
3. The request is then submitted to the district employee committee for review/consideration.
4. If the request for reclassification is approved by the district employee committee, it will then be forwarded to the school board for action.
5. Requests will be reviewed three times per year. Deadlines for submission of requested Stanton grade reviews and determinations will be as follows:

Submission to Supervisor	Supervisor's Response	Stanton Committee Review & Determination, if Needed	Board Determination	Date of Pay Grade Change, if Needed
October 1	October 15	October 31	Nov. Board Mtg.	November 1
February 1	February 15	February 28	March Board Mtg.	March 1
June 1	June 15	June 30	June Board Mtg.	July 1

ARTICLE XIX-- JOB CATEGORIES

Individual job descriptions can be found in the district files.

I. Food Service Workers: Head Cook, Workers, Bakers, Cashier/Assistant Supervisor, Food Service Technician, Dishwasher

II. Paraprofessionals: Assists teachers and supervises students as assigned by the supervising administrator. This category includes assistants to the school's Licensed Practical Nurse(s) and Registered Nurse(s).

III. Office Occupations: Secretaries, Receptionist, Clerical, Dist./Business Office Personnel in Grade 10 or Below.

IV. Buildings and Grounds: Building and Grounds Employees – includes building custodians.

V. School Nursing Staff: Licensed Practical Nurse(s) (LPN) and Registered Nurse(s) (RN) in Grade 10 or below.

ARTICLE XX -- GRIEVANCE PROCEDURE

Section 1. Grievance Definition: A "grievance" shall mean an allegation by an employee resulting in a dispute or disagreement interpretation of application of the terms and conditions contained in this Agreement.

Section 2. Definitions and Interpretation:

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

Subdivision 2. Days: Reference to days regarding time in this procedure shall refer to working days. A working day is defined as all week days not designated as holidays by this Agreement.

Section 3. Grievance shall be submitted in writing to the employee's supervisor setting forth the facts and the specific provision of the Agreement allegedly violated and the particular relief sought within twenty (20) days after the date of the first event giving rise to the grievance. An effort shall first be made to adjust any alleged grievance informally between the employee and his immediate supervisor.

Section 4. The employer and 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:

Subdivision 1. Level I: Within five (5) days following the receipt of the written grievance, the immediate supervisor shall meet with the "aggrieved person" to resolve the grievance. If settlement is not agreed upon, the immediate supervisor shall report, in writing, disposition of the grievance to the Superintendent and the aggrieved person within five (5) days of that meeting.

Subdivision 2. Level II: Within five (5) days after receiving the written decision of the immediate supervisor, the Superintendent or his designee shall meet with the "aggrieved person" and the support staff representative. The Superintendent shall render his decision concerning the grievance in writing to the aggrieved person and the school board within ten (10) days of that meeting.

Subdivision 3. Level III: Within ten (10) days after receiving the Superintendent's decision, the "aggrieved person" and/or the support staff representative may appeal the decision in writing to the school board. The school board shall meet with the "aggrieved person" and/or the support staff representative within forty (40) days of the appeal in an attempt to resolve the grievance. The school board shall issue a written decision to the "aggrieved person" and the support staff representative within ten (10) days of that meeting.

Section 5. 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 board or its representative notifies the parties of its intention to review them within ten (10) days after the decision has been rendered. In the event the board reviews a grievance under this section, the board reserves the right to reverse or modify such decision. The decision of the board shall be final.

ARTICLE XXI -- SICK LEAVE BANK

Section 1: Statement of Intent. A sick leave bank will be established and is expressly intended to be used by any support staff employee who is physically incapable of performing duties due to an accident or serious illness after they have used their personally accumulated sick leave. It is not intended to be used for any other type of leave provided for in other sections of this contract. All deductions from this bank will be made only with the approval of the school superintendent. No support staff employees shall be allowed to use the sick leave bank if they have fulfilled the waiting period and qualify for income protection under long-term disability. The support staff and professional staff are cooperating in establishing a common sick leave bank.

Section 2: Implementation. Support staff employees shall contribute sick leave days from their personal sick leave accumulation to the existing sick leave bank when the sick leave bank is depleted. Hours employees donate to the bank will be prorated according to their FTE (See Article VI, Section 3). Support staff employees of the district who exhaust their personal accumulated sick leave allowance shall be allowed reasonable and necessary withdrawals from the common bank, provided there are sufficient days available in the bank.

Subdivision a: Repayment. Support staff employees who have drawn from the sick leave bank will repay 50% of that withdrawal. This repayment shall be made by paying the bank 50% of their future sick leave accumulation until the required number of sick leave days and/or hours are replenished.

Subdivision b: Repayment if employment is terminated in less than two years from the withdrawal. Support staff who have drawn from the sick leave bank must remain in the school district for two years after recovering, or they shall be required to pay the school district any amount of hours remaining to be paid as outlined in "Subsection a" above.

Subdivision c. Repayment if employment is terminated more than two years after withdrawal. In cases where employees have remained in the school district for two years or more after withdrawing from the bank and then discontinue employment with the district, they shall forfeit their accumulated sick leave back to the sick leave bank up to the 50% payback amount specified in "Subsection a". If that 50% payback amount is not reached with all of their accumulated sick leave days, there shall be no further payback due.

Subdivision d: Repayment in case of terminal illness. In case of terminal illness all payback provisions will be waived.

The representatives of the parties have signed this contract, effective July 1, 2015 through June 30, 2017, this 18th day of April, 2016

For the Support Staff of ISD 2170

Custodial Representative:

Bruce Drew

Food Service Representative:

Kimberly L. Butler

Teacher Asst. Representative:

Aide Neus

For the Administration of ISD 2170

School Board Chair:

Mary Gorman

School Board Clerk:

Roy D. Livarini

2015-2016 SUPPORT STAFF SENIORITY LIST FINAL

Name	Bd.Hire Date	Grade	Category/Assignment	FTE	Contract		Status	Comments
					Days	Bldg.		
Abbas, Charlene	10/21/2013	7	Teacher Assistant; Special Ed	0.5810	160	SE	Qual.	33.75 hrs. per week
Alexander, Brenda	9/15/2014	8	Teacher Assistant; Planning Ctr.	0.6037	180	MS	Qual	35 Hrs. Week - 1260 Hrs.
Bart, Karen	8/15/2005	7	Teacher Assistant, Special Ed	0.5810	180	ME	Qual.	33.75 per week; 1215 Hrs.
Beabe, Linda	9/18/2013	10	Help Desk Technician	1.0000	261	DO	Qual.	40 per week; 261 days
Beilke-Vacek, Joyce	9/5/1995	7	Teacher Assistant; Special Ed	0.5600	180	HS	Qual.	32.5 per week; 1170 Hrs.
Bell, Tammy	8/21/2006	8	Food Service; Lead Cook	0.7127	186	MS	Qual.	40 per week; 1488 Hrs.
Benson, Travis	11/15/2010	5	Custodial Cleaner	0.9960	260	HS	Qual.	40 per week; 2080 Hrs.
Berg, Nicole	9/21/2015	7	Teacher Assistant; Special Ed	0.5810	180	SE	Prob.	33.75 per week; 1215 Hrs.
Bergemann, Karen	10/19/2015	9	Health Room Nurse	0.5600	180	MS	Prob.	32.50 per week; 1170 Hrs.
Berggren, Jon	10/19/2015	7	Teacher Asst., Endeavor Program	0.5600	180	HS	Prob.	32.5 per week; 1170 Hrs.
Blessing, Kathryn	8/18/2008	5	Dishwasher/Kitchen Staff	0.6037	180	SE	Qual.	35 per week; 1260 Hrs.
Boelz, Christy	11/21/2005	7	Food Service; Lead Cook	0.6465	180	SE	Qual.	37.5 per week; 1350 Hrs.
Borg, Maggie	8/19/2013	8	Health Room Nurse/Secretary	0.8045	210	MS	Qual.	40 per week; 1680 Hrs.
Branchaud, Barb	10/17/2011	7	Teacher Assistant; Special Ed	0.5810	180	ME	Qual	33.75 per week; 1215 Hrs.
Butler, Kimberly	7/18/2000	5	Food Service	0.6034	180	SE	Qual.	35 per week; 1260 Hrs.
Craft, Carol	9/1/1989	7	Teacher Assistant; Special Ed	0.5810	180	MS	Qual.	33.75 per week; 1215 Hrs.
Davis, Darla	11/19/2007	7	Teacher Assistant; Special Ed	0.5810	180	HS	Qual	33.75 per week; 1215 Hrs.
Dickinson, Kim	9/21/1999	7	Teacher Assistant; Special Ed	0.5600	180	MS	Qual.	32.50 per week; 1170 Hrs.
DiGiovanni, Jackie	9/27/2013	7	Teacher Assistant; Special Ed	0.5780	179	ME	Qual	33.75 per week; 1208.25 Hrs. LOA 2015-16
Drone, Bruce	12/1/1984	5	Custodial Cleaner	1.0000	261	HS	Qual.	40 per week; 2088 Hrs.
Duberowski, Mary	9/21/1999	7	Teacher Assistant; Special Ed	0.5810	180	MS	Qual.	33.75 per week; 1215 Hrs.
Dumprope, Cathi	11/15/1994	7	Teacher Assistant; Special Ed	0.5810	180	HS	Qual.	33.75 per week; 1215 Hrs.
Fisher, Margaret	12/21/2009	5	Custodial Cleaner	0.8710	260	HS	Qual.	35 per week; 1820 Hrs.
Fleisher, Jennifer	1/20/2015	7	Teacher Assistant; Special Ed	0.0578	179	SE	Qual	33.75 per wk; 1208.25 Hrs
Flickinger, Aletha	9/19/2000	7	Teacher Assistant; Special Ed	0.5762	180	MS	Qual.	LOA 2008 - 2016
Flickinger, Sally	12/15/2014	7	Teacher Assistant; Special Ed	0.5780	179	MS	Qual	33.75 per week; 1208 Hrs
Gaugert, Rita	8/18/2008	10	Vocational Rehab Secretary	0.4981	130	DO	Qual.	20 per week; 1040 Hrs
Givans, Lisa	8/22/2001	7	Teacher Assistant; Special Ed	0.5780	179	SE	Qual.	33.75 per week. 1208.25 Hrs.
Hansen (Carpenter), Lacey	11/15/2010	7	Teacher Assistant; Special Ed	0.5810	180	ME	Qual	33.75 per week; 1215 Hrs.
Hoffer, Connie	1/21/1997	10	Secretary; Asst. to the AD	0.7855	205	HS	Qual.	40 per week; 1640 Hrs.
Houselog, Laurel	9/16/1997	7	Teacher Assistant; Special Ed	0.5780	179	SE	Qual.	33.75 per week; 1208.25 Hrs.
Jares, Angela	12/15/2014	7	Teacher Assistant; Special Ed	0.0578	179	ME	Qual	33.75 per week; 1208.25 Hrs
Jeziorski, Michelle	8/20/2012	7 & 8	Secretary, Library	0.6100	182	ME	Qual	35 per week; 1274 Hrs.
Johnson, Annie	1/20/2015	7	Teacher Assistant; Special Ed	0.0578	179	SE	Qual	33.75 per week; 1208.25 Hrs.
Johnson, Jarid	4/16/2012	7	Teacher Assistant; Special Ed	0.5600	180	HS	Qual	32.5 per week; 1170 Hrs.
Johnson, Kelly	9/17/2002	8	Receptionist	0.8420	220	SE	Qual.	40 per week; 1760 Hrs.
Johnson, Kristie	4/15/1997	7	Teacher Assistant; Special Ed	0.5600	180	HS	Qual.	32.5 per week; 1170 Hrs.
Johnson, Mavis	1/20/1998	7	Teacher Assistant; Special Ed	0.5780	179	SE	Qual.	33.75 per week; 1208.25 Hrs
Johnson, Vickie	10/19/2015	7	Teacher Assistant; Special Ed	0.5780	179	ME	Prob.	33.75 per week; 1208.25 Hrs
Jordahl, Marsha	11/15/2001	7	Teacher Assistant; Special Ed	0.3794	180	HS	Qual.	22 per week; 792 Hrs.

Klamm, James	10/19/2015	7	Teacher Assistant; Special Ed	0.5780	179	ME	Prob.	33.75 per week; 1208.25 Hrs.
Klein, Kevin	9/20/1988	9	Day Custodian	0.9962	260	MS	Qual.	40 per week; 2080 Hrs.
Koppes, Yolanda	10/20/1998	7	Teacher Assistant, Special Ed	0.5780	179	SE	Qual.	33.75 per week; 1208.25 Hrs
Koskiniemi, Elizabeth	2/15/2000	7 & 8	Success Center/Media Center	0.6111	180	HS	Qual.	35 per week; 1276 Hrs.
Lancaster, Jessica	8/16/2014	2	LCA Teacher Assistant	0.8234	216	LCA	Qual	40 hrs. per week Sept-May / 30 hrs June
Lancaster, Jessica	12/15/2014	7	LCA Teacher		216	ME	Qual	40 hrs per week
Martin, Mary	12/15/2003	5	Food Service-Dishwasher & Helper	0.5173	180	MS	Qual.	30 per week; 1,080 Hrs.
Meech, Beatrice	4/20/2015	5	Custodial Cleaner	0.9960	260	HS	Qual	40 per week; 2080 Hrs.
Meszáros, Robert	11/23/2015	5	Custodial Cleaner	0.9960	260	SE	Prob.	40 per week; 2080 Hrs.
Michel, Mark	12/16/1997	9	Maintenance/Mechanic	0.9960	260	DO	Qual.	40 per week; 2080 Hrs.
Miller, Brittany	12/16/2013	8	Food Service; Lead Cook	0.7130	180	HS	Qual	40 per week; 1488 Hrs.
Miller, Sarah	11/23/2015	5	Food Service; Ala Carte	0.5600	180	HS	Prob.	32.5 per week; 1170 Hrs.
Mitts, Tina	10/17/2005	7 & 8	Teacher Assistant; CHS	0.5810	180	CHS	Qual.	33.75 per week; 1216 Hrs. (eff. 9/21/15)
Mumme-Johnson, Lorri	5/19/1998	7	Teacher Assistant; Special Ed	0.6460	180	HS	Qual.	37.50 per week; 1350 Hrs.
Nieken, Nancy	9/18/2006	5	Food Service-Dishwasher, Cook's Ass	0.4310	180	MS	Qual.	25 per week; 900 Hrs.
Odden, David	8/20/2010	5	Custodial Cleaner	0.9960	260	HS	Qual.	40 per week; 2080 Hrs.
Orlando, Julie	8/20/2007	5	Food Service Worker	0.5600	180	HS	Qual.	32.5 per week; 1170 Hrs.
Otteson, Sandra	9/1/1999	7 & 8	Teacher Asst. Attendance & Discipline	0.5770	180	HS	Qual.	33.75 per week; 1206 Hrs.
Palmer, Gloria	8/20/2012	7 & 8	Media Center Secretary	0.3270	182	HS	Qual.	18.75 per week; 682.5 Hrs.
Peden, Natasha	10/19/2015	7	Teacher Assistant; Special Ed	0.5780	179	HS	Prob.	33.75 per week; 1208.25
Pogreba, Bryan	5/16/2014	8	Buildings & Grounds Maintenance	0.9962	260	DO	Qual.	40 per week; 2080 Hrs.
Reed, Diana	7/18/1995	7 & 8	Library Asst., Breakfast-LunchScan.	0.5850	181	SE	Qual.	33.75 per week; 1221.75 Hrs.
Roberts, Doug	12/17/2007	5	Food Service - Secondary, Delivery	0.5170	180	HS/SE	Qual.	30 per week; 1,080 Hrs.
Schalow, Kelsi	10/19/2015	7	LCA Lead Teacher	1.0000	261	LCA	Prob.	40 per week
Schwinghammer, Julie	8/17/2009	7	Teacher Assistant; Special Ed	0.5810	180	HS	Qual.	33.75 per week; 1215 Hrs.
Seely, Bobbi	6/16/2014	5	Food Service - Cook's Asst.	0.6035	180	SE	Qual	35 per week; 1260 Hrs.
Skeesick, Marlys	9/1/1989	7	Teacher Assistant; Special Ed	0.6030	180	MS	Qual.	35 per week; 1260 Hrs.
Smith, Brian	9/16/2013	9	Day Custodian	0.9962	260	SE	Qual.	40 per week; 2080 Hrs.
Sorenson, Cindy	3/23/1993	7	Teacher Assistant, Title 1	0.5780	179	SE	Qual.	33.75 per week; 1208.25 Hrs.
Trantina, Sara	9/15/2014	7	Teacher Assistant; Special Ed	0.5780	179	SE	Qual	33.75 per week; 1208.25 hrs.
Tyrrell, Jaclyn	9/21/2015	7	Teacher Assistant; School Readiness	0.2560	119	SE	Prob.	18 per week; 535.5 Hrs.
VanderWeyst, Lynn	6/22/2015	10	Lead Custodian, HS	0.9962	260	HS	Prob.	40 per week 2080 Hrs.
Webster, Carol	9/20/2010	7	Teacher Assistant; Special Ed	0.5810	180	MS	Qual	33.75 per week; 1215 Hrs.
Wicht, Jeffrey	10/15/2002	5	Custodial Cleaner	0.9962	260	MS	Qual.	40 per week; 2080 Hrs.
Wiese, Catherine	10/20/1998	8	Teacher Assistant	0.5810	180	ME	Qual.	33.75 per week; 1215 Hrs. LOA 2015-16
Yungbauer, Angela	10/20/2008	7	Teacher Assistant; Special Ed	0.5780	179	SE	Qual.	33.75 per week; 1208.25 Hrs.
Zetah, Heather	9/21/2015	7	Teacher Assistant; Special Ed	0.5780		HS	Qual	33.75 per week; 1208.25 Hrs
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