eINDEPENDENT
SCHOOL DISTRICT #200

Master Agreement



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Teamsters Local 320
Representing Community Education
Paraprofessional Employees

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ARTICLE 1 - PURPOSE

Subd. 1 - This Agreement is entered into between Independent School District No. 200, Hastings, Minnesota (herein referred to as the "District"), and the Teamsters Local No. 320 (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 "P.E.L.R.A."), to provide the terms and conditions of employment for Community Education employees.

Subd. 2 - It is the intent and purpose of this Agreement to:

a. Assure sound and mutually beneficial working and economic relationships between the parties hereto;

b. Establish procedures for the resolution of disputes concerning this Agreement's interpretation and/or application; and

c. Place in written form the parties' agreement upon terms and conditions of employment for the duration of this Agreement.

ARTICLE 2 - RECOGNITION OF EXCLUSIVE REPRESENTATIVE

Section 1 - Recognition

In accordance with P.E.L.R.A., the District recognizes the Union as the exclusive representative for the Community Education Employee group.

Section 2 - Appropriate Unit

All employees in the above categories are members of the appropriate unit except the following:

a. Employees whose service in the above positions do not exceed the lesser of 10½ hours per week or 35% of the work week in the employee bargaining unit;
b. Employees who hold positions of a temporary or seasonal character for a period not in excess of 67 working days in any calendar year;
c. Emergency employees;
d. Supervisory employees; and
e. Essential employees.

Section 3 - Inclusion or Exclusion

In the event the District and the Union are unable to reach an agreement as to the inclusion or exclusion of a new or modified job position, the issue shall be submitted to the Bureau of Mediation Services for determination.

Section 4 - Notification of Bargaining Unit

Within the first 30 days after hire, a new hire will be afforded 30 minutes during the workday in which to meet with a representative from the Union, either the business agent or the Union

steward, for an initial meeting to explain the role of the Union to the new member. The Human Resources department will provide notice of newly hired bargaining unit employees in accordance with Minnesota Statute.

ARTICLE 3 - DEFINITIONS

Section 1 - Union

The Minnesota Teamsters Public and Law Enforcement Employees' Union, Local No. 320.

Section 2 - Union Members

A member of the Minnesota Teamsters Public and Law Enforcement Employees' Union, Local No. 320.

Section 3 - Employee

A member of the exclusively recognized bargaining unit.

Section 4 - District

Independent School District No. 200, Hastings, Minnesota.

Section 5 - Superintendent

Superintendent of Independent School District No. 200.

Section 6 - Work Year

The work year of the employees shall be determined based on the enrollments in the program(s), qualifications of the individuals and seniority rights. The District shall determine the work schedule and the number of regular employees based on program enrollments and funds available to operate said program(s).

Section 7 - Terms and Conditions of Employment

Terms and conditions of employment shall mean the hours of employment, the compensation therefore, including fringe benefits, except retirement contributions or benefits, and the District's personnel policies affecting the working conditions of the employees.

Section 8 - Other Terms

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

Section 9 - Seniority

Subd. 1 - Seniority shall be the length of service with the District. Seniority shall start effective with the initial date of regular employment, as approved by the School Board.

Subd. 2 - For purposes of layoff, application and recall, seniority shall be considered the length of service within the bargaining unit. In the event that an employee's hours no longer fulfill the

requirement for placement on the Seniority List, the employee would not accumulate seniority during that period of time. When the number of hours again fulfills the requirements 10.5 hours, the employee would resume accruing seniority. (Example: If the employee's hours do not meet the 10.5 hour requirement, the years of service remain where it is until the employee once again fulfills the 10.5 hour requirement at which point seniority starts to build again.)

Section 10 - Domestic Partner

Domestic partner shall be defined as an individual for whom the employee has completed a domestic partner registration form with a city/government agency. A copy of the registration must be provided to the District in advance of a request for leave within this Agreement to apply.

ARTICLE 4 - EMPLOYER SECURITY

The Union agrees that during the life of this Agreement, it will not cause, encourage, participate in or support any strike, slow-down or other interruption of or interference with the normal functions of the District.

ARTICLE 5 - EMPLOYER AUTHORITY

Section 1 - Management Rights

The Union recognizes that the District is not required to meet and negotiate on matters of inherent managerial policy which include, but are not limited to, such areas of discretion or policy as the functions and programs of the District, its overall budget, utilization of technology, the organizational structure and selection and direction and number of personnel, and that all management rights and management functions not expressly delegated in this Agreement are reserved to the District.

Section 2 - District Obligation

The Union recognizes the right and obligation of the District to efficiently manage and conduct the operation of the District within the legal limitations and with its primary obligation to provide educational opportunities for the students of the District.

Section 3 - Discretion of District

Any term and/or condition of employment not specifically established or modified by this Agreement shall remain solely within the discretion of the District to modify, establish or eliminate.

ARTICLE 6 - UNION SECURITY

Section 1 - Payroll Deduction

The District shall deduct from the wages of employees who authorize such a deduction, in writing, an amount necessary to cover monthly Union dues. The District shall remit the collected dues to the Union monthly.

Section 2 - Union Dues

The District shall deduct from the wages of employees who authorize such deduction in writing, an amount as established by the Union. Such money shall be remitted as directed by the Union.

Section 3 - Union Steward

The Union shall designate employees from the bargaining unit to act as steward and/or alternate and shall inform the District in writing of such choice and of any changes in the position of steward and/or alternate.

Section 4 - Bulletin Boards

The District shall make space available on employee bulletin boards for the posting of Union notices and/or announcements.

Section 5 - Seniority List

Subd 1 - The District will maintain two separate seniority lists, one for all School Aged Care staff, and a second for all other members of the bargaining unit. The District shall update and electronically distribute the seniority lists to each member of the bargaining unit on or before March 1 each year.

Subd. 2 - The seniority lists shall contain all employees in the bargaining unit who have completed the probationary period in Article 8, Section 1. Upon completion of the above probationary period, employees shall be added to the appropriate list effective retroactive to their initial employment date.

Subd. 3 - Each member will have 30 days to notify the District of any error in the list.

Subd. 4 - If any changes are made to the lists initially posted, a final revised list will be posted reflecting any changes by no later than April 15 each year.

Section 6 - Union Responsibility

The Union agrees to indemnify and hold the District harmless against any and all claims, suits, orders or judgments brought or issued against the District as a result of any action taken or not taken by the District under the provisions of this Article.

ARTICLE 7 - RATES OF PAY

Section 1 - Positions and Wage Rates

The positions and wages reflected in Appendix A incorporated herein and a part of this Agreement shall be in effect for the duration of said Agreement.

Section 2 - Step Increase Status

Employees shall be compensated pursuant to Appendix A. If the initial employment is after March 1 the employees shall not advance to the next step on the following July 1. Upon the

expiration of the Agreement, a step is not automatic and is subject to renegotiations by the parties.

Section 3 - Grade Level/Assignment Transition

When an employee accepts a position at a higher grade level, they will be shadowed in to an hourly rate that is closest to their existing rate and then moved to a step that reflects at least a four percent increase above their current rate. This same system will be true for any employee moving from another bargaining unit accepting a position at a higher classification in this bargaining unit.

Section 4 - Moving to a Lower Grade

When an employee moves to a position with a lower grade level they will be placed at the same step on the new salary schedule in the appropriate classification.

Section 5 - Subbing or Requesting to Work at a Higher Grade

Employees regularly employed subbing at a higher grade will be paid at Step 1 of that grade or current rate plus $2.75 per hour.

Section 6 - Subbing or Requesting to Work in a Lower Grade

Employees regularly employed subbing at a lower grade will be paid at the same step of the lower grade.

Section 7 - Employment Hours Record

Employees shall punch in and out each day, using the District's time tracking system. Each week employees shall verify employment hours record which shall contain the following: regular hours worked, premium pay (overtime) hours worked, holidays, and leave days, if any.

Section 8 - In-Service Training

The District shall compensate all mandatory training and pay associated workshop fee(s).

Section 9 - Overpayment

The District may deduct any overpayment from an employee's paycheck upon written notice to the employee, with reasonable repayment arrangements available for any balance not recovered through payroll deduction, to the extent permitted by law.

ARTICLE 8 - EMPLOYMENT STATUS

Section 1 - Probationary Period

An employee under the provisions of this Agreement shall serve a probationary period of nine months of continuous service in the District during which time the District shall have the unqualified right to suspend without pay, discharge or otherwise discipline such employee, and during this probationary period, the employee shall have no recourse to the grievance procedure insofar as suspension, discharge or other discipline is concerned. However, a probationary

employee shall have the right to bring a grievance of any other provisions of the contract alleged to have been violated.

Section 2 - Probationary Period - Change of Classification

In addition to the initial probationary period, an employee promoted to a new classification shall serve a new probationary period of 90 calendar days in any such new classification. During this 90 day probationary period, if it is determined by the District that the employee's performance in the new classification does not meet the standards of the District, the District shall have the right to reassign the employee to his/her former classification and the employee shall have no recourse to the grievance insofar as the transfer to the former classification is concerned.

Section 3 - Completion of Probationary Period

An employee who has completed the probationary period may be suspended without pay, discharged or disciplined only for just cause. An employee who has completed the probationary period and is suspended without pay, discharged or otherwise disciplined shall have access to the grievance procedure.

ARTICLE 9 - HOURS OF SERVICE

Section 1 - Basic Work Schedule

Subd. 1 - The basic work schedule for all employees shall be determined by the District and all employees will be assigned scheduled hours. Employees shall receive a minimum of ten working days' notice before a change of schedule and any non-school days and before the start of the school year, except in the case of an emergency.

Subd. 2 - Basic Work Year - All SAC Leads will be 12 month, year round employees. SAC employees are required to work, at a minimum, their school year scheduled weekly hours, during the summer months.

Subd. 3 - Basic Work Day - The basic work schedule for all Early Childhood Family Program Assistants shall be determined by the District on a semester basis. All employees will be assigned scheduled hours based on the enrollment needs and finances of the program.

Subd. 4 - Basic Work Schedule - The basic work schedule for all School Age Child Care staff, School Readiness staff and Early Childhood Screening staff shall be determined by the District at the beginning of the school year for the duration of the school year when school is in session. Schedules can be adjusted during the year to meet the enrollment needs and finances of the program.

Subd. 5 - Hours of Service - When it is necessary to add hours to a program, these hours shall be given to the most senior qualified employee in the program classification, providing these hours do not constitute overtime. If no senior qualified employee in the program classification applies for the added hours, senior qualified employees in other classifications may apply for and be assigned to the added hours.

Subd. 6 - Summer Employment - Summer positions will be posted and staff will bid or reject positions based on seniority in the program classification in which an employee is regularly employed. If no senior qualified employee in the program classification applies for an open

summer position, senior qualified employees in other classifications may apply and be assigned to the posted positions.

Subd. 7 - Part time and temporary employees shall be the first to experience reduction in hours as determined by management needs.

Subd. 8 - Hours of Assignment and Guarantee - When assigning hours, the most senior employee is assigned hours first. Then the next most senior employee and on through the bargaining unit employees. Probationary employees will be the last bargaining unit employees to be assigned hours. Individuals working under the 10.5 hours will not receive any hours until bargaining unit employees have received their hours.

Section 2 - Lunch Breaks and Rest Periods

Employees who work a minimum of six consecutive hours per day will be provided an unpaid duty-free lunch break of 30 minutes. An additional duty free 15 minute break will be provided each day for every consecutive four hour work period. Employees who work at least four, but less than six consecutive hours per day will receive one paid 15 minute rest break.

Section 3 - Preparation Time

School Age Child Care Lead - School Age Care Leads working eight hours per day shall be provided 90 minutes of preparation time per day. Preparation time will be pro-rated for those Leads working less than eight hours per day. Preparation time shall not be available on days where School Age Leads are attending a field trip.

ARTICLE 10 - SUSPENSION, DEMOTION, OR DISCHARGE

Section 1 - Just Cause

The District will suspend, demote or discharge any employee for just cause only.

Section 2 - Form

Suspensions, demotions and discharge will be in written form.

Section 3 - Personnel File

Written reprimands, notices of suspension and notices of discharge which are to become part of an employee's personnel file shall be read and acknowledged by signature of the employee. Employees and the Union shall receive a copy of such reprimands and/or notices. In the event of a written reprimand, the employee shall have the right to file a written response and such response, upon presentation to the District, shall be attached to the original reprimand and be a part of the employee's personnel file.

Section 4 - Review of Personnel File

Employees may examine their own individual personnel files at reasonable times under the direct supervision of the District.

Section 5 - Grievances

Grievances relating to this Article shall be initiated by the Union in Step 1 of the grievance procedure under Article 15.

ARTICLE 11 - JOB POSTINGS

Section 1 - Posting

Subd. 1 - All job openings will be posted for a minimum of five days. Postings will consist of notification to members via District email and will be available to view on the District website. Positions will be posted internally and externally at the same time, however, interviews will be conducted with selected internal applicants, prior to the consideration of external candidates.

Subd. 2 - The District shall have the ability to temporarily assign employees to posted openings pending final selection of any posted jobs.

ARTICLE 12 - LAYOFF AND RECALL

Section 1 - Reduction

In the event the District reduces the work force, such reduction shall be made in order of seniority within classification. The last employee hired shall be the first to be laid off within program classification. See seniority listing.

Section 2 - Notice

Employees to be laid off shall receive two weeks advance notice in writing.

Section 3 - Length of Recall

Employees on layoff shall retain the right to recall for a period of 12 months from the date of the employee's last date of employment.

Section 4 - Recall

Employees shall be recalled from layoff in order of seniority in his/her classification. The District shall, by certified letter to the employee's last known address, notify the employee to be recalled of such intent of availability of work. The employees shall have ten calendar days to notify the District, in writing, of their intent to return (from date of certified delivery). If the employee fails to return to work within such time period, such employee shall forfeit future recall rights.

Section 5 - Reinstatement

Employees recalled from layoff shall be reinstated at the same salary step and at the same benefit level held at the time of layoff.

ARTICLE 13 - OVERTIME

Section 1 - Overtime

Regular employees working in excess of 40 hours per week shall be compensated at one and one-half (1.5) times the employee's regular base pay rate for all hours worked in excess of 40 hours per week.

Section 2 - Distribution of Overtime

Overtime will be distributed as equally as practicable among bargaining unit employees by classification.

Section 3 - Limitations

For the purpose of computing overtime compensation, overtime hours worked shall not be pyramided, compounded or paid twice for the same hours worked.

Section 4 - Calculation

Overtime worked shall all be calculated to the nearest 15 minutes.

ARTICLE 14 - RELEASE TIME

Section 1 - Early Release from Scheduled Hours

Employees who report to work but are sent home due to lack of student attendance or building emergency closing will be paid for a minimum of 60 minutes.

ARTICLE 15 - GRIEVANCE PROCEDURE

Section 1 - Definition of a Grievance

A grievance is defined as a dispute or disagreement as to the interpretation or application of the specific terms and conditions of this Agreement.

Section 2 - Union Representative

The District will recognize representatives designated by the Union as the grievance representative of the bargaining unit having the duties and responsibilities established by this Article. The Union shall notify the District, in writing, of the names of such Union representatives and of their successors when so designated as provided in Article 6, Section 3, of this Agreement.

Section 3 - Processing of a Grievance

It is recognized and accepted by the Union and the District that the processing of grievances as hereinafter provided is limited by the job duties and responsibilities of the employees and shall therefore be accomplished during normal working hours only when consistent with such employee duties and responsibilities. The aggrieved employee and a Union representative shall be allowed a reasonable amount of time without loss of pay when a grievance is investigated and presented to the District during normal working hours provided that the employee and the Union representative have notified and received the approval of the designated supervisor who has determined that such absence is reasonable and would not be detrimental to the work of the

District.

Section 4 - Procedure

Grievances, as defined in Section 1 hereof, shall be resolved in conformance with the following procedures:

Step 1
An employee claiming a violation concerning the interpretation or application of the Agreement shall, within 21 calendar days after such alleged violation has occurred, present such grievance to the employee's supervisor as designated by the District. The District designated representative will discuss and give an answer to such Step 1 grievance within ten calendar days after receipt. A grievance not resolved in Step 1 and appealed in Step 2 shall be placed in writing setting forth the nature of the grievance, the facts on which it is based, the provision or provisions of the Agreement allegedly violated, the remedy requested, and shall be appealed to Step 2 within ten calendar days after the District designated representative's final answer in Step 1. Any grievance not appealed in writing to Step 2 by the Union within ten calendar days shall be considered waived.

Step 2
If appealed, the written grievance shall be presented by the Union and discussed with the District designated Step 2 representative. The District designated representative shall give the Union the District's Step 2 answer in writing within ten calendar days after receipt of such Step 2 grievance. A grievance not resolved in Step 2 may be appealed to Step 3 within ten calendar days following the District designated representative's final Step 2 answer. Any grievance not appealed in writing to Step 3 by the Union within ten calendar days shall be considered waived.

Step 3
If appealed, the written grievance shall be presented by the Union and discussed with the District designed Step 3 representative. The District designated representative shall give the Union the District's answer in writing within ten calendar days after receipt of such Step 3 grievance. A grievance not resolved in Step 3 may be appealed to Step 4 within ten calendar days following the District designated representative's final answer in Step 3. Any grievance not appealed in writing to Step 4 by the Union within ten calendar days shall be considered waived.

Step 4
A grievance unresolved in Step 3 and appealed to Step 4 by the Union shall be submitted to arbitration subject to the provisions of the P.E.L.R.A., as amended. The selection of an arbitrator shall be made in accordance with the "Rules Governing the Arbitration of Grievances" as established by the Public Employment Relations Board.

Section 5 - Arbitrator's Authority

Subd. 1 - Arbitrator's Responsibility - The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the terms and conditions of the Agreement. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the District and the Union and shall have no authority to make a decision on any other issue not so submitted.

Subd. 2 - Arbitrator's Decision - The arbitrator shall be without power to make decisions contrary to, or inconsistent with, or modifying or varying in any way the application of laws, rules, or regulations having the force and effect of law. The arbitrator's decision shall be submitted in

writing within 30 days following the close of the hearing unless the parties agree to an extension. The decision shall be binding on both the District and the Union and shall be based solely on the arbitrator's interpretation or application of express terms of this Agreement and to the facts of the grievances presented.

Subd. 3 - Arbitrator Fees and Expenses Distribution - The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the District and the Union provided that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the records. If both parties desire a verbatim record of the proceedings, the cost shall be shared equally.

Section 6 - Waiver

If a grievance is not presented within the time limits set above, it shall be considered "waived." If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the District's last answer. If the District does not answer a grievance or an appeal thereof within the specific time limits, the Union may elect to treat the grievance as denied at the step immediately appealed the grievance to the next step. The time limit in each step may be extended by mutual written agreement to the District and the Union in each step.

ARTICLE 16 - GROUP INSURANCES

Affordable Care Act. In the event this Agreement causes or will cause penalties, fees, or fines to be assessed against the District, the parties agree to reopen negotiations that result in a new Agreement between the parties that eliminates or reduces penalties, fees, or fines to be assessed against the District.

Section 1 - Selection of Carrier

The selection of the insurance carrier and policy shall be made by the District.

Section 2 - Coverage Under Multiple Bargaining Units

If an employee works in more than one bargaining unit they can combine their hours to qualify for insurance.

Section 3 - Combined Coverage

Each employee may only be covered under one policy under each of the District's insurance plans, i.e. health and dental.

Section 4 - Spouse Contribution for Medical-Hospitalization Insurance

When both employee and spouse are members of the bargaining unit, or members of another bargaining unit eligible to combine coverage, and covered under the District's medical insurance plan, they will be covered by single insurance plans unless there are additional dependents. Coverage for employee and spouse, when there are additional dependents will be provided through one family plan. The District will allow combining of contributions (policy holder-family contribution plus spouse-single contribution) only if family insurance coverage is needed due to

the dependents (children).

Section 5 - Spouse Coverage for Dental Insurance

When combining coverage for dental insurance, both employees shall be covered under one family dental plan.

Section 6 - Eligibility

The District shall make insurance contributions toward the premium for each employee who is regularly scheduled to work at least 850 hours per year, and is enrolled in the District's insurance plan(s). The contributions for medical-hospitalization shall be as defined in Section 7.

Section 7 - Medical-Hospitalization Insurance

Subd. 1 - The District shall provide a monthly contribution toward the premium for single or family insurance for employees who qualify for and are enrolled in the District's group medical-hospitalization plan. The amount provided by the District shall be as defined in Subd. 2 and 3, however, the amount shall not exceed the actual cost of the insurance premium:

Subd. 2 - Single Coverage

The contributions for 2025~~4~~-2026~~5~~ shall be:

Non-High Deductible Plan (Comp Basic)

Hours Worked Per Year	Max Mo. District Contrib.
1606 to 1888	$1,199~~1,016~~
1417 to 1605	$1,057~~864~~
1228 to 1416	$933~~762~~
945 to 1227	$809~~661~~
850 to 944	$622~~508~~

High Deductible/VEBA Plan

Hours Worked Per Year	Max Mo. District Contrib.
1606 to 1888	$1,034~~887~~
1417 to 1605	$957~~764~~
1228 to 1416	$833~~662~~
945 to 1227	$709~~561~~
850 to 944	$522~~408~~

The contributions for 2027~~5~~-2028~~6~~ shall be as follows; if the rates for single insurance for the 2027~~5~~-2028~~6~~ plan year exceed this rate, the maximum contribution will be adjusted to cover the full single premium and the percentages will be adjusted accordingly:

Hours Worked Per Year	Max Mo. District Contrib.
1606 to 1888	$1,295~~1,132~~
1417 to 1605	$1,101~~962~~
1228 to 1416	$971~~849~~
945 to 1227	$842~~736~~

850 to 944	$648566

High Deductible/VEBA Plan

Hours Worked Per Year	Max Mo. District Contrib.
1606 to 1888	$1,117976
1417 to 1605	$1,001862
1228 to 1416	$871749
945 to 1227	$742636
850 to 944	$548466

Subd. 3 - Family Coverage

The contributions for 20264-20275 shall be:

Non-High Deductible Plan (Comp Basic)

Hours Worked Per Year	Max Mo. District Contrib.
1606 to 1888	$2,6882,161
1417 to 1605	$2,2851,837
1228 to 1416	$2,0161,621
945 to 1227	$1,7471,405
850 to 944	$1,3441,081

High Deductible/VEBA Plan

Hours Worked Per Year	Max Mo. District Contrib.
1606 to 1888	$2,4881,961
1417 to 1605	$2,0851,637
1228 to 1416	$1,8161,421
945 to 1227	$1,5471,205
850 to 944	$1,144881

The contributions for 20275-20286 shall be:

Non-High Deductible Plan (Comp Basic)

Hours Worked Per Year	Max Mo. District Contrib.
1606 to 1888	$2,8472,585
1417 to 1605	$2,4202,197
1228 to 1416	$2,1351,939
945 to 1227	$1,8501,680
850 to 944	$1,4231,293

High Deductible/VEBA Plan

Hours Worked Per Year	Max Mo. District Contrib.
1606 to 1888	$2,6472,385
1417 to 1605	$2,2201,997
1228 to 1416	$1,9351,739

945 to 1227	$1,6501,480
850 to 944	$1,2231,093

Subd. 4 - The cost of any premium that exceeds the District's monthly contribution shall be borne by the employee and paid by pre-tax payroll deduction.

Subd. 5 - For employees participating in the single high deductible/VEBA insurance plan, the monthly District contribution to a VEBA shall be as follows:

Effective July 1, 20264: $100 per month

Subd. 6 - For employees participating in the family high deductible/VEBA insurance plan, the monthly District contribution to a VEBA shall be as follows:

Effective July 1, 20264: $200 per month

Subd. 7 - The monthly VEBA contribution will be divided equally over the number of payrolls elected by the employee each year.

Section 8 - Income Protection Long Term Disability Insurance

The District shall contribute 100% of the cost of the monthly premium for the long-term disability plan in effect as of the date of this Agreement for all employees who qualify.

Section 9 - Dental Insurance

Subd. 1 - The District shall provide a monthly contribution toward the premium for dental insurance, including dependent coverage, for all employees who qualify for, and are enrolled in, the District's dental insurance plan. The amount provided shall be as follows, however, the amount shall not exceed the actual cost of the insurance:

Hours Worked Per Year	Max Mo. District Contrib.
1606 to 1888	$81
1417 to 1605	$69
1228 to 1416	$61
945 to 1227	$53
850 to 944	$41

Subd. 2 - The cost of the premium not contributed by the District shall be borne by the employee and paid by payroll deduction.

Section 10 - Life Insurance

The District shall provide a group term life insurance policy in the amount of $50,000 for all eligible employees.

Section 11 - Claims Against the District

Any description of insurance benefits contained in this Article are intended to be informational only and the eligibility of any employee for benefits shall be governed by the terms of the insurance policy purchased by the District pursuant to this Article. It is further understood that

the District's only obligation is to purchase an insurance policy and pay such amounts as agreed to herein and no claim shall be made against the District as a result of a denial of insurance benefits by an insurance carrier.

Section 12 - Workers' Compensation

Subd. 1 - Workers' Compensation Provision - Upon the request of an employee who is absent from work as a result of a compensable injury under the provisions of the Workers' Compensation Act, the District will pay the difference between the compensation received pursuant to the Workers' Compensation Act by the employee and the employee's regular rate of pay to the extent of the employee's earned available sick/ESST leave.

Subd. 2 - Deductions from Sick/ESST Leave to Supplement Worker Compensation - A deduction shall be made from the employee's available sick/ESST leave according to the pro-rata portion of days of sick/ESST leave time which is used to supplement Workers' Compensation.

Subd. 3 - Disability Sick Leave Payment - Such payment shall be paid by the District to the employee only during the period of disability.

Subd. 4 - Additional Compensation Shall Not Exceed Normal Compensation - In no event shall the additional compensation paid to the employee by virtue of sick/ESST leave pay result in the payment of a total daily, weekly or monthly compensation that exceeds the normal compensation of the employee.

Subd. 5 - Employee Ineligibility - The parties agree that a regular employee of the District, as defined in this Agreement shall not be entitled to sick/ESST leave pay benefits under this Section if he/she is injured while in the employ of another employer nor shall there be an accrual of such during the period of convalescence from that injury.

ARTICLE 17 - LEAVE PROVISIONS

Section 1 - Sick/ESST Leave

Subd. 1 - Sick/ESST Leave Accrual - Sick/ESST leave will be ~~granted~~ accrued at a rate of nine days per year, pro-~~-~~rated to the estimated number of hours worked per day.

Subd 2 – Sick/ESST leave accrual shall occur on July 1 each year. The total sick/ESST leave earned during a fiscal year shall be available to the employee beginning on the first day of work each fiscal year.

Subd. ~~3~~2 - Sick/ESST leave with pay is to be utilized for qualifying absences of an employee or that of a qualifying individual under ESST. ~~shall be allowed by the District whenever an employee's absence is found to have been due to illness which prevented his/her attendance and performance of duties on that day or days.~~

Subd. 3 - The District may require an employee to furnish a medical certificate ~~from qualified physician~~ as evidence of illness or injury, in accordance with Minnesota Statute and ESST laws, ~~indicating such absence was due to illness or injury,~~ in order to qualify for sick/ESST leave pay. In the event that a medical certificate will be required, the employee will be so advised.

~~Subd. 4 - Sick/ESST leave does not apply to situations related to daycare issues, or lack of~~

~~childcare.~~

~~Subd. 5 - For purposes of this contract the following CE Para employees will be grandfathered in at their pro-rated hours/day based on the formula of 1,520 hours per year.~~

Subd. ~~4~~6 - When an employee has accumulated 150 pro-rated days of sick/ESST leave, the employee will be paid up to five pro-rated days beyond the 150 days at a rate of $~~16.50~~20.00 per hour. These days will be paid in a supplemental payroll at the end of July.

Subd. ~~5~~7 - Sick/ESST Leave Deduction – Sick/ESST leave allowed will be deducted from the~~ir~~ annual sick/ESST leave hours earned by the employee.

Subd. ~~6~~8 - Sick/ESST Leave Pay ~~-~~ – Sick/ESST leave pay shall be approved only upon submission of a signed request upon the authorized sick leave pay request form available at the office.

Subd. ~~7~~9 - Adequate Notice - Employees are to provide at least one hour advance ~~required to give adequate~~ notice to their supervisor when sick/ESST leave is to be taken to allow time to obtain replacements.

Subd. 8 - Upon termination, the employee's last pay check will be adjusted for any sick/ESST leave used in excess of what has been accrued.

~~Subd. 10 - Notification of Accumulated Sick/ESST Days - By October 15 of each school year, employees shall be notified as to the number of sick/ESST leave days/hours accumulated. This information will be provided on their payroll checks and also is available on the website.~~

Subd. 1~~9~~1 - Summer Sick/ESST Leave Provision - Summer sick/ESST leave will be allowed whenever the employee's absence is due to a qualifying sick/ESST reason.~~illness, surgery or a medical condition which prevented his/her performance of assigned duties.~~

~~Subd. 12 - Sick Leave Bank - A sick leave bank shall be available in accordance with the terms of the Sick Leave Bank MOU at the end of this Agreement.~~

Subd. 10 - Sick Leave Bank

Subd. 10a - Purpose - The purpose of the Sick Leave Bank is to provide additional sick leave to those employees who have exhausted their paid leave and have a catastrophic accident, illness, or serious recurring illness, necessitating extended absence.

Subd. 10b - Membership

a. Employees shall contribute a maximum of one day of sick/ESST leave during the donation period to be eligible for the Sick Leave Bank.
    i. Employees who do not contribute one sick/ESST day to the Sick Leave Bank during the donation period shall not be eligible to use leave from the bank.
b. Employees shall be offered the opportunity to join the Sick Leave Bank during donation periods. Employees will be notified 15 days in advance of scheduled donation periods.
c. Employees hired after the enrollment period shall be eligible to join the Sick Leave Bank within 15 days of their employment start date.
d. Employees returning from a leave of absence shall be eligible to join the Sick Leave Bank within 15 days of their return from leave.

e. Leave contributed to the Sick Leave Bank is not taxed or tax deductible to the donor, is non-refundable, and contributions are irrevocable.
f. If at any time the balance in the Sick Leave Bank goes below 20 days, the District will organize a donation period.

Subd. 10c - Qualification

a. To qualify for the Sick Leave Bank, the employee must have exhausted their personal sick leave accrual, and other paid leave available to them (i.e. discretionary leave), and
b. To qualify as a catastrophic accident or illness, for the purpose of this Sick Leave Bank, the employee must:
    i. Need leave to meet the waiting period for Long Term Disability; or
    ii. Need leave to cover an extended period of absence resulting from an accident with major injury and/or a serious health condition, as defined under the FMLA; or
    iii. Need leave to cover intermittent absences resulting from an ongoing, recurring illness/serious health condition, as defined under the FMLA; or
    iv. Be required to provide care for the serious health condition (as defined under the FMLA) of a spouse, child, or parent, whether for an extended period of time or on a recurring basis; and
c. Written verification by the attending physician is required.

Subd. 10d - Maximum Eligibility - Employees shall be eligible to use up to a maximum of ten days per school year from the Sick Leave Bank, for qualifying absences.

Subd. 10e - Exclusions

a. With the exception of FMLA or medical leave, employees on leave are not eligible to access the Sick Leave Bank.
b. An employee who is collecting benefits from Long Term Disability or Workers Compensation will not be eligible.
c. An employee who is absent for treatment and/or surgery that is considered elective in nature will not be eligible.

Subd. 10f - Part-time Employees - Employees who are part of the plan and work less than full time shall be eligible for benefits only for the pro-rata portion of the work day for which they are employed.

Subd. 10g - Administration

a. A member must apply for benefits under the Sick Leave Bank by submitting a written request to the Human Resources Department. Such request must be submitted and approved prior to the use of the leave.
b. The Sick Leave Bank will be administered by the Human Resources Department
    i. If, in reviewing eligibility, it is determined that a request does not qualify, Human Resources will review the request with the Union President, prior to denial. If there is not mutual agreement, the matter will be referred to the Superintendent for a final determination.
    ii. Eligibility decisions related to the qualification for use of days from the Sick Leave Bank are not subject to the grievance procedures.
    iii. No bargaining unit member may be granted from the pool of sick leave days more than is needed to become eligible for long-term disability.

Section 2 - Paid Family Medical Leave (PFML)

The District will contribute 50% of the premium required under the Minnesota Paid Family Medical Leave program. The remaining 50% shall be borne by the employee and paid through payroll deduction.

Section 32 - Bereavement

Subd. 1 - Up to five days per occurrence of paid leave may be granted for death in the employee's immediate family.

Subd. 2 - For purposes of this Section, immediate family shall be defined as the employee's spouse, child, parent/guardian, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, aunt, uncle, grandparent, spouse's grandparent, grandchildren, stepparent, domestic life partner or domestic life partner's parent.

Subd. 3 - Such leave shall be available to employees regularly scheduled to work during the summer months.

Section 43 - Parental Leave

Subd. 1 - In the event of pregnancy, the Community Education employee shall notify the Superintendent of Schools not later than the fourth month of pregnancy of the expected date of delivery. The employee must also submit a physician's statement indicating the estimated date of delivery. A leave of absence of not more than 12 months may be granted upon written request.

Subd. 2 - Written Request - Employees requesting a parental leave must request such leave in writing which shall be accompanied by a physician's statement indicating the employee is unable to perform his/her assigned duties and responsibilities without injury or illness.

Subd. 3 - Effective Date of Leave, Duration and Return - The effective date of the leave, its duration and the approximate date of return to employment shall be determined by the Superintendent based upon the employee's medical statement and the needs of the District's program.

Subd. 4 - Leave Without Pay or Fringe Benefits - Parental leave is a leave without pay or fringe benefits. An employee may continue fringe benefits, if eligible, assuming the full cost of said benefits.

Subd. 5 - Adoption Leave - Adoption leave shall be granted upon the request of an employee pursuant to the applicable provisions of the parental leave as defined in this Section.

Section 54 - Jury Duty and Other Legal Commitments

Employees called for jury duty, deposition, subpoena or to give testimony before a court, legal jurisdiction or administrative proceedings shall be granted a leave of absence unless the employee is party to a court action against the District, is a complainant in an action against the District, or is a participant in an action on behalf of the exclusive representative and/or is a protagonist in a criminal, civil and/or personal legal accusation.

Section 65 - Unpaid Leaves of Absence

Unpaid leaves of absence are at the discretion of the District. If the District grants an employee an unpaid leave of absence, the employee will not accrue seniority during the time he/she is on an unpaid leave of absence.

Section 76 - Emergency Closings and E-Learning Days

Subd. 1 - In the event of a school closing called by the Superintendent, due to weather conditions or any other conditions, personnel who were scheduled to work, but were directed not to report, will be paid. If staff are directed to report, see the District's Provisions for the Closing of Schools, on the District webpage under Staff Forms.

Subd. 2 - SAC Staff Report - SAC staff who are asked to report to work on a day when other staff are directed not to report due to weather or other emergency, will be paid double time for the time they are required to work.

Subd. 3 - If it is determined due to enrollment not all staff are needed on a cold/snow day, employees will be asked in seniority order if they wish to work on these days. If there is a need to force an employee due to employees declining to work, that will happen based on inverse seniority.

Subd. 4 - E-Learning Days - when an E-Learning day is called (or scheduled) by the Superintendent, it will be considered a regularly scheduled work day and employees shall be paid their regularly scheduled pay. Employees will be assigned work by their supervisor on such days. Employees opting not to work on an E-Learning day may choose to use discretionary leave, or take the day without pay. In such cases, employees will not be required to use paid leave prior to taking leave without pay.

ARTICLE 18 - DISCRETIONARY LEAVE AND HOLIDAYS

Section 1 - Discretionary Leave

Subd. 1 - Employees working less than 1472 hours per year ~~hired on or after July 1, 2008, or who did not receive vacation prior to that date,~~ shall accrue ~~receive~~ four days of discretionary leave.

~~Subd. 2 - Employees hired prior to July 1, 2008, working less than 1472 hours per year, shall be granted six days of discretionary leave.~~

Subd. ~~23~~ - Employees working 1472 hours per year or more, but less than 12 months, ~~-~~shall accrue~~, be granted~~ seven days of discretionary leave.

Subd. 34 ~~-~~ Employees working ~~Twelve~~ 12 months per year shall accrue 12 days of discretionary. leave ~~shall be granted to all employees working 12 months~~ per year.

Subd. ~~45~~ - Discretionary leave accrual shall occur on July 1 each year and/or be available to the employee beginning on the first day of work each fiscal year.

Subd. ~~56~~ - Employees beginning employment after the start of the year shall earn a pro-rata amount of discretionary leave.

Subd. 67 - Payment for discretionary leave shall be based on the employee's regularly scheduled base hours per day.

Subd. 78 - An employee may carry over a maximum of one year's accrual, or five days, whichever is less.

Subd. 89 - Discretionary leave must be approved at least five working days in advance with the administrator in charge.

Subd. 910 - Upon termination, the employee's last pay check will be adjusted for any discretionary leave used in excess of what has been earned.

Subd. 1011 - The following individuals isare grandfathered and shall accrueat seven discretionary leave days per year based on their her regularly scheduled average base hours per day:

Norma Hodorff
Cynthia Forrey

Subd. 112 - In the event that a member's immediate family dies or becomes hospitalized with a serious illness or injury, while an employee is on discretionary leave, the employee's leave will be changed to the appropriate leave type with the approval of the Director of Human Resources.

Subd. 123 - An employee shall be eligible to receive payment for up to five unused earned discretionary leave days upon separation from the District, at their regular hourly rate of pay.

Section 2 - Holidays

Subd. 1 - Holidays Specified - The following provisions for paid holidays shall apply to all persons who are regularly employed and who qualify for membership in the bargaining unit (Article 2 - Recognition of Exclusive Representative). Holiday pay shall be at the employee's regularly scheduled base hours per day.

Subd. 2 - Staff hired after on or after July 1, 2008 and Employees regularly scheduled to work less than 1472 hours per year shall receive the following holidays:

1. New Year's Day
2. President's Day
3. Good Friday
4. Memorial Day
5. Thanksgiving Day
6. Christmas Day

Subd. 3 - Employees hired prior to July 1, 2008, and regularly scheduled less than 1472 hours per year shall be eligible for the following paid holidays, in addition to those listed in Subd. 2:

Labor Day
Christmas Eve

Subd. 34 - Employees regularly scheduled at least 1472 hours per year, but less than 12 months,

shall be eligible for the following paid holidays~~, in addition to those listed in Subd. 2~~:

1. New Year's Day
2. President's Day
3. Good Friday
4. Memorial Day
5. Labor Day
6. Thanksgiving Day
7. Christmas Eve
8. Christmas Day
9. New Years' Eve
10. Juneteenth (if it falls within an employee's regularly scheduled work year)

Subd. 4 - Employees working 12 months shall be entitled to the 14 District established holidays each year.

Subd. 5 - Grandfather Clause ~~-~~ Cindy Forrey shall be grandfathered and eligible for ~~T~~the following paid ~~individuals are grandfathered at 10~~ holidays~~/year as provided below~~:

~~Norma Hodorff~~
~~Cynthia Forrey~~

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

Subd. 6 - If an employee is required to work on a designated holiday, the employee will be provided a floating holiday in lieu.

Subd. ~~7~~6 - Authority to Reschedule Holidays - If school is in session during a designated holiday (e.g., President's Day, Good Friday, etc.), the District reserves the right to reschedule any of the above holidays.

Subd. ~~8~~7 - Pro-rate Holiday - Employees working less than the full year shall receive holidays on a pro-rata basis.

ARTICLE 19 - SEVERANCE

Section 1 - Eligibility Payment

Subd. 1 - District 200 Community Education Paraprofessional Employees hired prior to July 1, 2008, who are regularly employed who qualify for membership in this bargaining unit and who have completed at least 12 years of service with the District, and who are at least 55 years of age, shall be eligible to receive the amount obtained by multiplying 75 percent of the employee's

unused number of sick/ESST leave hours, but in any event, not to exceed 60 pro-rated days' to hours.

Subd. 2 - In addition, District 200 Community Education Paraprofessional Employees who have been regularly employed shall be eligible for one pro-rated day multiplied by the number of years of service not to exceed 25 pro-rated days based on their FTE entitlement converted to hours.

Subd. 3 - The number of hours to be paid will be based upon the average number of hours worked per day during the last year of employment and the preceding four years.

Subd. 4 - Daily Rate - Severance is capped at the maximum hourly rate for each grade according to the salary schedule for the 2008-09 school year. Following are the grade and hourly rates for 2008-2009:

Grade 8: $21.38
Grade 6: $17.41
Grade 4: $14.44

Hours per day and rate of pay will be based on a five year average. Example:

- SAC Asst., 3 years at Grade 4, current rate or cap
- SAC Lead, 2 years at Grade 8, current rate or cap

The average rate of pay would be used to calculate severance. (Appendix B)

Subd. 5 - If the employee's current hourly rate is less than the capped amount, then that hourly rate will be used for severance purposes. If the employee's current hourly rate is more than the capped amount, the 2008-09 rate will be used for severance purposes. (Appendix B)

Subd. 6 - Payment - Severance pay shall be paid by the District in equal annual installments over a time period not to exceed two years from the effective date of retirement. The first severance payment shall be paid on the first pay period in January, following the year in which the resignation/retirement takes place. Payment of severance shall not be granted to an employee who is discharged for cause by the District.

Section 2 - Group Insurance

Subd. 1 - This Section applies to all employees hired prior to July 1, 2008 who currently qualify for retiree health. An employee who retires pursuant to this Article will be eligible to continue participation in the District's group medical-hospitalization insurance plan, if permitted by the term of the policy with the insurance carrier. The District will contribute $225 a month towards single and $350 a month towards family insurance, until the employee reaches the age of 65 years old or the expiration of eight years, whichever occurs first. (Appendix B – Severance Rate and Health Cap)

Subd. 2 - It is the responsibility of the employee to make arrangements with the business officer to pay to the District the monthly premiums in advance and on such date as determined by the District. The employee's right to continue participation in such group insurance will discontinue upon the employee reaching Medicare eligibility.

Subd. 3 - To be eligible for participation in the District medical-hospitalization program under this Section, the employee must be enrolled in the program and have continuous participation from the last date of regular employment. Any interruption in membership in the program causes the

employee to be ineligible for any participation.

Section 3 - Matching Contribution Plan 403B

Subd. 1 - ~~Beginning July 1, 2008, e~~Employees ~~who are hired after June 30, 2008, who are~~ regularly employed with the District shall be eligible to participate in a 403B matching contribution plan pursuant to MS 356.24.

Subd. 2 - ~~Beginning July 1, 2008, e~~Employees who were hired prior to July 1, 2008 who are regularly employed with the District shall be eligible and may choose to participate in a 403B matching contribution plan pursuant to MS 356.24. If choosing to participate the employee would be forfeiting all rights to severance and retiree health under Section 1 of this Article.

Subd. 3 - Contributions - The District will match eligible employee contributions at the beginning of the year of service stated below. ~~Budgeted annual amounts will determine the maximum that can be set up each year.~~

Beginning of School Year in ISD 200	Maximum Match
4 - 8	2.5%
9 - 13	3.0%
14+	3.5%

Subd. 4 - The Maximum Match amount shall be based on an employee's base rate of pay.

Subd. 5~~4~~ - Determination of years is based on hire date before or after January 1. ~~The maximum annual match is capped at $2,500. The maximum lifetime match is capped at $35,000.~~

Subd. 5 - An ISD #200 salary reduction authorization agreement stating "Matching Contribution" must be received by the District office on August 1 preceding the school year during which the employee wishes to participate.

Section 4

In the event of the death of an employee who is eligible for severance pay under the provisions of this Article, the spouse of the employee shall be eligible for the severance pay. The estate will collect if there is no spouse. The requirement of a written resignation does not apply.

ARTICLE 20 - MISCELLANEOUS

Section 1 - Short Course Training

The District will reimburse employees the tuition costs of authorized and approved short course training. Training programs and courses must be approved by the Community Education Director or his/her appropriate supervising program coordinator, prior to taking the course. The Community Education Director or his/her appropriate supervising program coordinator will provide prior approval forms.

Section 2 - Pay Periods

All Community Education employees as defined in this contract will be paid on the 5th and the

20th of each month.

Section 3 - Resignation

The resignation shall be turned in at least two weeks in advance of leaving. Employees shall write a letter of resignation to the Superintendent (copy to the administrator in charge) stating reason for leaving. The Superintendent then presents the resignation to the School Board at their next regular meeting for acceptance. If a resignation occurs before taking all earned vacation for the current year, the employee is eligible to receive vacation pay, pro-rated to his/her pre-determined work schedule and vacation pay entitlement.

Section 4 - Use of Personal Vehicles

Community Education Paraprofessionals who are required to use their personal vehicles for authorized school business will be reimbursed at the prevailing IRS mileage rate. The District will notify all employees of the prevailing rate.

ARTICLE 21 - SAVINGS CLAUSE

This Agreement is subject to the laws of the United States and the State of Minnesota. In the event any provision of this Agreement shall be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time limits provided, such provisions shall be voided. All other provisions of the Agreement shall continue in full force and effect. The voided provision shall be renegotiated at the written request of either party.

ARTICLE 22 - DURATION

Section 1 - Term and Reopening Negotiations

This Agreement shall remain in full force and effect for a period commencing July 1, 2026~~4~~, through June 30, 2028~~6~~. Unless otherwise mutually agreed, the parties shall not commence negotiations more than 90 days prior to the expiration of this Agreement. Except as otherwise provided in this Agreement, changes in rates of pay or other increased benefits provided herein for the 2026~~4~~ - 2028~~6~~ school years shall be effective July 1, 2026~~4~~. In the event a new Agreement is not in effect on July 1, 2028~~6~~, all compensation and working conditions remain in effect as provided in P.E.L.R.A.

Section 2 - Effect

This Agreement constitutes the full and complete Agreement between the District and the exclusive representative. The provisions herein relating to terms and conditions of employment supersede any and all prior Agreements, resolutions, practices, District policies, rules or regulations concerning terms and conditions of employment inconsistent with these provisions.

Section 3 - Finality

Any matters relating to the current contract term, whether or not referred to in this Agreement, shall not be open for renegotiation during the term of this Agreement, except by mutual agreement.

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

HASTINGS PUBLIC SCHOOLS
INDEPENDENT SCHOOL DISTRICT #200

DATE: _____

BY: _____
Chairperson

_____
Superintendent

TEAMSTERS LOCAL #320 REPRESENTING
COMMUNITY ED EMPLOYEES

DATE: _____

BY: _____
Business Agent

_____
Union Steward

_____
Union Steward

_____
Union Steward

APPENDIX A

School Age Care Program Lead

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
~~2024-2025~~	~~$21.14~~	~~$21.50~~	~~$21.86~~	~~$22.22~~	~~$22.58~~	~~$22.94~~	~~$23.31~~
2025-2026	~~$21.77~~	~~$22.15~~	~~$22.52~~	~~$22.89~~	~~$23.26~~	~~$23.63~~	~~$24.01~~
2026-2027	$23.37	$23.84	$24.31	$24.78	$25.25	$25.72	$26.19
2027-2028	$23.84	$24.32	$24.80	$25.28	$25.76	$26.23	$26.71

Early Childhood Program Assistant

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
~~2024-2025~~	~~$19.05~~	~~$19.51~~	~~$19.97~~	~~$20.43~~	$20.89	$21.35	$21.80
~~2025-2026~~	~~$19.62~~	~~$20.10~~	~~$20.57~~	~~$21.04~~	$21.52	$21.99	$22.45
2026-2027	$20.93	$21.49	$22.05	$22.61	$23.17	$23.73	$24.29
2027-2028	$21.35	$21.92	$22.49	$23.06	$23.63	$24.20	$24.78

School Age Care Assistant

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
~~2024-2025~~	~~$18.25~~	~~$18.66~~	~~$19.07~~	~~$19.48~~	~~$19.89~~	~~$20.30~~	~~$20.68~~
~~2025-2026~~	~~$18.80~~	~~$19.22~~	~~$19.64~~	~~$20.06~~	~~$20.49~~	~~$20.91~~	~~$21.30~~
2026-2027	$20.23	$20.74	$21.25	$21.76	$22.27	$22.78	$23.29
2027-2028	$20.63	$21.15	$21.68	$22.20	$22.72	$23.24	$23.76

Footnote: The following individuals shall be grandfathered ~~at a 3% annual increase;~~with pay rates ~~shall be~~ as follows:

	2026~~4~~-2027~~5~~	2027~~5~~-2028~~6~~
Cynthia Forrey	$27.17~~$25.62~~	$27.99~~$26.38~~
~~Norma Hodorff~~	~~$21.16~~	~~$21.79~~
Karen Lofgren	$26.45~~$24.94~~	$27.24~~$25.68~~
~~Teresa Schappa~~	~~$22.08~~	~~$22.75~~

APPENDIX B - Severance Rate & Health Caps

Union	F	Classification	Last	First	Grade	Severance Yes/No	Max Hourly Rate Current Step 13	Retiree Health Yes/No	Max Monthly Single	Max Monthly Family
CEPARA	4	Early Childhood Prog Asst	Forrey	Cindy	6	Yes	$17.41	Yes	$225	$350
~~CEPARA~~	4	~~SAC Program Asst.~~	~~Hodorff~~	~~Norma~~	4	~~Yes~~	~~$14.44~~	~~Yes~~	~~$225~~	~~$350~~
Total										

MEMORANDUM OF UNDERSTANDING – Sick Leave Bank

This Memorandum of Understanding is entered into between Independent School District No. 200, Hastings, Minnesota (hereinafter referred to as the "District") the Teamsters Local No. 320, (hereinafter referred to as the "Union").

WHEREAS, the District and the Union mutually agree that there is benefit in maintaining a Sick Leave Bank for employees of the District; and

WHEREAS, during the period of this MOU, Article 17, Section 1, Subd. 13 Sick Leave Bank, of the Master Agreement shall be suspended and the terms of the Sick Leave Bank provided in this MOU will apply.

NOW THEREFORE, it is mutually agreed by and between the undersigned parties that the terms of the Sick Leave Bank shall go into effect upon the ratification of the 2024-2026 Master Agreement and continue until the ratification of the 2026-2028 Master Agreement, with the following terms:

1. Purpose
    a. The purpose of the Sick Leave Bank is to provide additional sick leave to those employees who have exhausted their paid leave and have a catastrophic accident, illness, or serious recurring illness, necessitating extended absence.
2. Membership
    a. Employees shall contribute a maximum of one day of sick leave during the donation period to be eligible for the Sick Leave Bank.
        i. Employees who do not contribute one sick day to the Sick Leave Bank during the donation period shall not be eligible to use leave from the bank.
    b. Employees shall be offered the opportunity to join the Sick Leave Bank during donation periods. Employees will be notified 15 days in advance of scheduled donation periods.
    c. Employees hired after the enrollment period shall be eligible to join the Sick Leave Bank within 15 days of their employment start date.
    d. Employees returning from a leave of absence shall be eligible to join the Sick Leave Bank within 15 days of their return from leave.
    e. Leave contributed to the Sick Leave Bank is not taxed or tax deductible to the donor, is non-refundable, and contributions are irrevocable.
    f. If at any time the balance in the Sick Leave Bank goes below 20 days, the District will organize a donation period.

3. Qualification
    a. To qualify for the Sick Leave Bank, the employee must have exhausted their personal sick leave accrual, and other paid leave available to them (i.e. essential leave, vacation, etc.), and
    b. To qualify as a catastrophic accident or illness, for the purpose of this Sick Leave Bank, the employee must:
        i. Need leave to meet the waiting period for Long Term Disability; or

ii. Need leave to cover an extended period of absence resulting from an accident with major injury and/or a serious health condition, as defined under the FMLA; or

iii. Need leave to cover intermittent absences resulting from an ongoing, recurring illness/serious health condition, as defined under the FMLA; or

iv. Be required to provide care for the serious health condition (as defined under the FMLA) of a spouse, child, or parent, whether for an extended period of time or on a recurring basis; and

c. Written verification by the attending physician is required.

4. Maximum Eligibility

a. Employees shall be eligible to use up to a maximum of ten days per school year from the Sick Leave Bank, for qualifying absences.

5. Exclusions

a. With the exception of FMLA or medical leave, employees on leave are not eligible to access the Sick Leave Bank.

b. An employee who is collecting benefits from Long Term Disability or Workers Compensation will not be eligible.

c. An employee who is absent for treatment and/or surgery that is considered elective in nature will not be eligible.

6. Part-time Employees

a. Employees who are part of the plan and work less than full time shall be eligible for benefits only for the pro-rata portion of the work day for which they are employed.

7. Administration

a. A member must apply for benefits under the Sick Leave Bank by submitting a written request to the Human Resources Department. Such request must be submitted and approved prior to the use of the leave.

b. The Sick Leave Bank will be administered by the Human Resources Department

i. If, in reviewing eligibility, it is determined that a request does not qualify, Human Resources will review the request with the Union President, prior to denial. If there is not mutual agreement, the matter will be referred to the Superintendent for a final determination.

ii. Eligibility decisions related to the qualification for use of days from the Sick Leave Bank are not subject to the grievance procedures.

DISTRICT UNION

DATE: _____ DATE: _____

BY: _____ BY: _____

FOR THE DISTRICT UNION REPRESENTATIVE

MEMORANDUM OF UNDERSTANDING - Membership Vote to Move to Union's Insurance Plan

This Memorandum of Understanding ("MOU") is entered into between Independent School District No. 200, Hastings, MN ("District") and Teamsters Local 320 ("Union"), collectively referred to as the "Parties".

WHEREAS, the District and the Union are parties to a Collective Bargaining Agreement ("CBA") governing the terms and conditions of employment for Community Education Paraprofessionals employed with the District for the period July 1, 2024 through June 30, 2026; and

WHEREAS, Article 16 of the CBA governs Group Health Insurance, including the District's premium contribution to the District-selected group health insurance plans under Article 16, Section 7; and

WHEREAS, the Union has communicated a desire to determine if the Community Education Paraprofessionals covered by the CBA want to participate in the Union's health plan through the Teamsters' Health and Welfare Fund ("Union Plan"); and

WHEREAS, the Union plans to take a vote of the Community Education Paraprofessionals' bargaining unit on whether the unit wants to participate in the Union Plan, rather than the District-provided group health insurance plan.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. In the event the Union provides the District written notice on or before January 1, 2025 that the Community Education Paraprofessionals' bargaining unit has voted to move from the District's group health insurance plan to the Union Plan, the Parties will engage in negotiation regarding the amount of District contribution to the Union Plan and other necessary revisions to Article 16, Section 7 of the CBA within 30 days of the District receiving the notice.

2. The Parties will negotiate in good faith following the notification in Paragraph No. 1. If an agreement is not reached by the Parties by April 1, 2025, regarding the District's contribution to the Union Plan and any other language proposals to Article 16 of the CBA, the District's current District-selected group health insurance plan and all provisions of Article 16 shall remain in force and effect.

3. This MOU shall expire on April 1, 2025 or the date the Parties reach agreement on modifications to Article 16, whichever occurs first. It does not establish a past practice or precedent, nor does it apply to any provision of the CBA, other than possible reopening and engaging in negotiation regarding the language in Article 16, including the amount of District contribution under Section 7 to the Union Plan. If the Parties do not reach agreement by April 1, the Parties will have no further obligations under this MOU.

DISTRICT	UNION
DATE: _____	DATE: _____
BY: _____	BY: _____
FOR THE DISTRICT	UNION REPRESENTATIVE