

MASTER AGREEMENT

BETWEEN

**SCHOOL BOARD OF INDEPENDENT SCHOOL DISTRICT
NO.181, BRAINERD, MINNESOTA**

AND

**EDUCATION MINNESOTA BRAINERD CONFIDENTIAL,
EDUCATION MINNESOTA, AFT/NEA, AFL-CIO**

JULY 1, 2021 – JUNE 30, 2024

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**ARTICLE I
PREAMBLE**

This Master Agreement is entered into between the Education Minnesota Brainerd Confidential, Education Minnesota, AFT/NEA, AFL-CIO (hereinafter called EMBC) and the School Board of Independent School District No. 181, Brainerd, Minnesota (hereinafter referred to as the School Board), 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 employees during the term of this Master Agreement.

**ARTICLE II
RECOGNITION OF EXCLUSIVE REPRESENTATIVE**

Section 1.

In accordance with the P.E.L.R.A. The School Board recognizes the Education Minnesota Brainerd Confidential (EMBC) as the exclusive representative of Business Professional Staff employed by the School Board of Independent School District 181. The Education Minnesota Brainerd Confidential as certified bargaining representative shall have those rights and duties as prescribed by the P.E.L.R.A., and such as described in the provisions in this Agreement.

Section 2. Appropriate Unit:

Education Minnesota Brainerd Confidential will represent all confidential employees of the School District as defined in this Agreement and in the P.E.L.R.A.

**ARTICLE III
DEFINITIONS**

Section 1. Terms and Conditions of Employment:

The term "terms and conditions of employment" means the hours of employment, the compensation therefore including fringe benefits except retirement contributions of benefits, and the employer's personnel policies affecting the working conditions of the employees. In the case of professional employees, the term does not mean educational policies of a school district. The terms in both cases are subject to the provisions of P.E.L.R.A. regarding the rights of public employers and the scope of negotiations.

Section 2. Definition of Confidential Employee:

Confidential Employee will mean all confidential employees employed by Independent School District 181, Brainerd, Minnesota, who are public employees within the meaning of Minn. Stat. 179A.03, subd. 14, excluding supervisory and all other employees. The School District and EMBC will jointly petition the Bureau of Mediation Services (BMS) to alter the unit description following the ratification of this agreement.

Section 3. School District:

For the purposes of administering this Agreement, the term "School District" shall mean the School Board or its designated representative.

Section 4. Other Terms:

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

**ARTICLE IV
SCHOOL BOARD RIGHTS**

Section 1. Inherent Managerial Rights:

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

Section 2. Management Responsibilities:

The exclusive representative recognizes the right and obligation of the School Board to efficiently manage and conduct the operation of the School District within its legal limitations and with its primary obligation to provide educational opportunity for the students of the School District.

Section 3. Effect of Laws, Rules, and Regulations:

The exclusive representative recognizes that all employees covered by this Agreement shall perform the services prescribed by the School Board and shall be governed by the laws of the State of Minnesota, and by the School Board rules, regulations, directives and orders, issued by properly designated officials of the School District. The exclusive representative also recognizes the right, obligation and duty of the School Board and its duly designated officials to promulgate rules, regulations, directives and orders from time to time as deemed necessary by the School Board insofar as such rules, regulations, directives and orders are not inconsistent with the terms of this Agreement. The exclusive representative also recognizes that the School Board, all employees covered by this Agreement, and all provisions of this Agreement are subject to the laws of the State of Minnesota, Federal laws, rules and regulations of the State Board of Education, and valid rules, regulations and orders of State and Federal governmental agencies. Any provision of this Agreement found to be in violation of any such laws, rules, regulations, directives or orders shall be null and void and without force and effect.

Section 4. Reservation of Managerial Rights:

The foregoing enumeration of rights and duties shall not be deemed to exclude other inherent management rights and management functions not expressly reserved herein, and all management rights and management functions not expressly delegated in this Agreement are reserved to the School District.

ARTICLE V EMPLOYEE RIGHTS

Section 1. Right to Views:

Pursuant to P.E.L.R.A., nothing contained in this Agreement will be construed to limit, impair or affect the right of any employee, or their representative, to the expression or communication of a view, grievance, complaint or opinion on any matter related to the conditions or compensation of public employment or their betterment, so long as the same is not designed to and does not interfere with the full, faithful and proper performance of the duties of employment or circumvent the rights of the Exclusive Representative; nor will it be construed to require any employee to perform labor or services against their will.

Section 2. Right to Join:

EMBC employees will have the right to form and join labor or employee organizations and will have the right not to form and not to join such organizations. EMBC employees in the unit will have the right by secret ballot to designate an Exclusive Representative for the purpose of negotiating grievance procedures and the terms and conditions of employment for such employees with the School District.

Section 3. Non-Discrimination:

The School District and the Education Minnesota Brainerd Confidential agree that Independent School District 181, Brainerd Public Schools, shall not discriminate based on race, color, national origin, sex, or disability.

Section 4. Access to Membership Lists:

By October 1 of each school year, the School District shall provide in electronic form to the exclusive representatives the names, telephone numbers, e-mail address, full-time equivalency (FTE) status, worksite location and assignment of all bargaining unit members employed. Upon request, the School District shall provide the exclusive representative with a current bargaining unit list. Such requests shall be filled within 10 (ten) days.

Section 5. Access to Worksites:

Representatives of the Union shall have reasonable access to worksites and school facilities to investigate employee complaints, communicate with members, hold meetings, and conduct other business. Upon arrival at the worksite, Union representatives shall make their presence known to the worksite supervisor or their designee. Such visits shall not interrupt normal work responsibilities.

Section 6. Request for Dues Check-off:

EMBC employees will have the right to request dues check-off for the Exclusive Representative in accordance with the provisions of P.E.L.R.A. Upon receipt of a properly executed authorization form from the employee, the School District will deduct, in equal installments, from the employee's paycheck the dues the employee has agreed to pay the Exclusive Representative during the effective period of authorization.

The authorization will continue in effect until terminated by the employee in writing. Such dues deducted will be forwarded to the treasurer of Education Minnesota Brainerd Confidential.

Section 7. Remitting to the Exclusive Representative:

With respect to all dues deducted by the School District, the School District shall remit to the Exclusive Representative within thirty (30) calendar days from each date of deduction, the total amount deducted, accompanied by the list of EMBC Employees for whom such deductions have been made, categorizing them as to membership or non-membership in the Exclusive Representative. The Exclusive Representative agrees to advise the School District of all members of the Exclusive Representative in good standing and from time to time furnish information needed by the School District to fulfill the provisions of this Article, and not otherwise available to the School District.

Section 8. Personnel Files:

Subd. 1. Right to Review/Frequency:

Upon request by an employee, the School District will provide the employee with an opportunity to review their personnel file.

Subd. 2. Request:

Such a request will be made to the Human Resources Department. The department will schedule an appointment for the employee to review the employee's file and notify the employee of such appointment. The appointment shall be made no later than seven (7) working days after receipt of the request.

Subd. 3. Review:

The employee may review and have access to their personnel file only in the presence of a Human Resources designee or representative.

Subd. 4. Right to Copy:

The employee will have the right to obtain a copy of any of the contents of their personnel file at no cost to the employee. With respect to employees who are separated from employment, upon the employee's written request, the School District will provide a copy of the personnel file to the employee at no cost to the employee once per year for as long as the record is maintained. Providing a copy of the separated employee's personnel file to the employee satisfies the School District's responsibility to allow review as stated in Subd. 1 of this Section.

Subd. 5. Right to Response:

The employee may submit, directly to Human Resources, for inclusion in their personnel file a written response (rebuttal) to any material contained in such file.

Subd. 6. Destruction/Expungement:

The School District may destroy or expunge such files as provided or required by law.

Section 9. Other Rights:

EMBC employees will have all other rights prescribed by P.E.L.R.A.

Section 10. Meet and Confer:

Representatives of the Exclusive Representative and representatives of the School District shall meet for the purpose of discussing policies or other matters related to employment which are not terms and conditions of employment. Meetings will be normally scheduled for at least one (1) time per every four (4) months. Additional meetings may be scheduled on an as needed basis.

**ARTICLE VI
PROGRESSIVE DISCIPLINE**

Section 1: Progressive Discipline:

No employee shall be denied a scheduled salary increase or deprived of any professional advantage without reasonable notice for correction. Such discipline or denial shall not take place without good and sufficient reason. Any such discipline or denial, including adverse evaluation of performance asserted by the School District or representative thereof, shall be subject to the professional grievance procedure herein set forth. All information forming the basis for disciplinary action will be made available to the employee and to EMBC.

Discipline, when used, must be implemented fairly, consistently, and in an equitable manner. Disciplinary action shall be imposed only for good and sufficient reasons. All discipline shall be corrective where possible and not punitive.

Every attempt shall be made to treat any disciplinary matter as privately and professionally as possible.

Prior to any meeting which may lead to disciplinary action, the affected employee will be informed of his/her legal right to be represented at the meeting by EMBC.

Discipline meetings will be held at the end of the work day or at a mutually agreeable time that will not disrupt the educational process.

Disciplinary actions will generally occur in a progressive manner. Disciplinary action shall include the following steps, normally utilized in order, and following an oral warning when appropriate. The relative seriousness of the matter will determine at what level disciplinary action is commenced.

- A. Oral warning
- B. Oral reprimand
- C. Written reprimand
- D. Final Written Warning

An oral reprimand shall be clearly identified and documented as such at the time the disciplinary action is administered. An oral reprimand will include a brief description of the facts leading to the concern and the expectation for changes in performance.

A written reprimand shall include a detailed factual statement of the incident leading to the discipline and/or, the findings of fact relative to the School District's investigation, and any directives, expectations for changes in performance or other consequences of those findings. A Final Written Warning shall be provided upon lack of improvement or correction following a written reprimand or due to a single incident that warrants this level of discipline.

Each employee shall be promptly furnished with documentation of disciplinary action entered into their personnel file. All such materials will be dated and signed and will indicate that a copy has been placed in the file. The employee has the right to attach a written response to any investigation or complaint which does not result in disciplinary action shall not become part of the employee's personnel file.

Removal of disciplinary materials from an employee's personnel file will be considered by the Director of Human Resources upon written request of the employee through EMBC after 12 months without further incident. Important considerations will include the nature of the action, time elapsed since imposition of discipline, and whether additional related disciplinary action has been taken.

ARTICLE VII HOURS OF SERVICE

Section 1. Fiscal Year:

The fiscal year for employees under this agreement shall begin on July 1st and end on June 30 each year.

Section 2. Definitions:

A full-time equivalent employee (1.0 FTE) is defined as an employee who is assigned to 40 hours per week, twelve (12) months per year. Employees who are contracted to work less than 40 hours per week, twelve (12) months per year are considered part-time and will receive benefits, which includes vacation time, on a pro-rata basis.

Section 3. Lunch and Rest Breaks:

An employee who is scheduled to work at least six (6) hours in a day shall be provided an unpaid duty-free lunch break of not less than thirty (30) minutes. The employee and his or her supervisor may mutually agree to work a straight shift without taking a break. Rest breaks are permitted as needed per Minnesota Statutes.

ARTICLE VIII RATES OF PAY

Section 1. Placement on the Salary Schedule:

Placement on the salary schedule for newly hired employees shall be based on education and experience as determined by the Director of the department. At no time will an individual be placed at a step level that exceeds their years of experience in the same or similar position. The salary schedule for the July 1, 2021, to June 30, 2024 can be found in Appendix A.

Section 2. Classifications:

Grade I: Benefits Specialist

Grade II: Accountant, Payroll Manager, System Specialist

Section 3. Step Movement:

Step advancements will be granted to employees contingent upon satisfactory job performance and will occur on July 1st. Any issues related to job performance will be addressed at least six (6) months in advance or as soon as reasonably necessary, prior to step advancement to allow the employee time to correct any job-related issues.

- Employees hired between July 1st and January 31st will receive their first step increase on the following July 1st.
- Employees hired between February 1st and June 30th will receive their first step increase on July 1st of the following year.

Section 4. Status:

Effective July 1, 2023, all positions identified in this unit shall be considered exempt as per the Fair Labor Standards Act (FLSA) guidance.

It is recognized that exempt employees are responsible for managing and accounting for their own hours of work and this may result in work hours in excess of 40.0 hours in a week. When possible and with approval of their supervisor, employees may flex additional hours in the subsequent days, weeks, and/or months. The intent of flex time is not to accumulate and/or "bank" hours for later bulk use; rather acknowledges the flexibility in weekly hours to meet the needs of the employee and department.

Non-exempt employees are entitled to overtime pay at the rate of time and one-half (1.5) of their hourly rate for all hours worked in excess of 40 hours per week. Non-exempt employees can earn Compensatory time in lieu of overtime pay also at the rate of time and one-half. Comp time cannot be carried to the next fiscal year, instead Comp hours not used as of June 30 will be paid out to the employee. Non-exempt EMBC employees include the Payroll Manager through June 30, 2023 at which point will be considered exempt.

**ARTICLE IX
SENIORITY**

Section 1. Seniority:

Seniority shall include years of employment at Independent School District 181.

Section 2. Postings and Transfers:

Such notice shall be posted for at least five working days, and all interested applicants shall submit their application materials. Preference will be given to the individual deemed most qualified.

Current members and incumbents will be placed on the Salary Grid based on their education, experience, and professional certifications. EMBC employees that transfer to a position within the unit will maintain their step placement.

**ARTICLE X
GROUP INSURANCE**

Section 1. Dental Insurance:

The School District shall contribute twenty dollars (\$20.00) per month for full-time employees toward the cost of a single premium or thirty-five dollars (\$35.00) per month toward the cost of the family premium of the \$1,000 dental plan.

Section 2. Health Insurance:

The School District shall provide group health insurance coverage under the present health care plan or another plan with comparable coverage for the duration of this Agreement for each EMBC Employee employed by the School District who elects to enroll in the School District health plan.

Subd 1. Health and Hospitalization Insurance:

The plan options available to employees are as follows:

- Plan B - \$300 per person / \$500 per family
- Plan C - \$1,000 per person / \$2,000 per family
- Plan G - \$3,000 per person / \$6,000 per family with HSA
- Plan H - \$4,000 per person / \$8,000 per family with HRA

- A. Full-time and part-time employees working .5 – 1.0 FTE are eligible for a health insurance contribution from the School District. Part-time employees working less than 1.0 FTE will receive a prorata portion of the School District contributions. Part-time employees working less than .50 FTE or 20 hours per week assignment are not eligible for a School District contribution. The premiums may change on September 1st of each year.
- B. Beginning January 1, 2023, the School District's health insurance premium contribution for employees who elect single coverage will be \$812 per month. Employees working less than 1.0 will receive a pro rata portion of the School District contribution. Any subsequent plan year premium increases will be covered in full by the School District to maintain no employee premium responsibility to the employee for Single coverage.
- C. Beginning January 1, 2023, the School District's Health insurance premium contribution for employees who elect family coverage will be \$1,776 per month. Employees working less than 1.0

will receive a pro rata portion of the district contribution. The responsibility for any subsequent premium increases will be split between the employee and employer.

- D. EMBC employees are able to change plans per the plan document, including life events and the established open enrollment period.

Section 3. Health Savings Account (HSA) Contribution: Plan G

The School District will contribute a dollar-for-dollar match of \$1,500 for those taking single health insurance and a dollar for dollar match of \$3,000 for employees taking family insurance into the corresponding School District tax-advantaged plan on behalf of the employee. Contributions will be prorated based on employment changes occurring in the benefit year. Any member not desiring coverage under the terms of this section shall file with the Benefits Specialist a waiver disclaiming any such coverage

Hardship: For single and family coverage, if an employee submits evidence of a hardship, the School District, in accordance with IRS regulations will contribute the remainder of the calendar year contribution for the plan year the employee has elected to participate in Plan G - \$3,000/\$6,000 plan with HSA and stop all monthly contributions for the remainder of the calendar year or plan year in which the employee participates in a high deductible plan with an HSA, whichever comes first. If an employee leaves the School District prior to the end of the calendar year, any unearned contributions will be paid back to the School District. Cases will be addressed on an individual basis and prior hardship does not guarantee hardship accommodation in subsequent years. In no circumstances will the district apply more than the allotted employee or School District match to the individual in a calendar year.

Section 4: Employee Married to Employee

Effective September 1, 2023, an employee within this unit that is married to another School District employee (both currently employed with a minimum of 60% contract) are eligible for one fully paid Plan C family plan, two fully paid Plan C single plans (if no legal dependents) or a \$2,014 a month contribution toward Plans B, G, or H family plans.

Section 5. Life Insurance:

A \$75,000 life insurance policy will be fully paid by the School District for all EMBC employees working a minimum of .50 FTE. Life insurance benefits may be reduced subject to the terms of the life insurance policy.

Section 6. Income Protection:

The School District will participate in a long-term disability insurance program by paying 100 percent (100%) of the annual premium. The income of the employee who becomes disabled from sickness or accident will be insured after sixty (60) consecutive calendar days to the extent of seventy percent (70%) of salary with the following condition:

- 90-day elimination period has been met
- Long-term disability benefits have been approved
- Paid leave time has been exhausted

Benefits to disabled employees will be determined and paid as described in the long-term disability policy. Benefits will include \$500 per month, for up to 17 months for health insurance. The employee must be on and retain the School District's health plan to qualify for the \$500 per month, long-term benefit.

ARTICLE XI LEAVES OF ABSENCE

Section 1. Sick Leave:

One day per month accumulated to 12 per year. Accumulation of unused sick leave is unlimited. Sick leave may be used for self, spouse, child, and anyone listed under Minn. Stat 181.9413.

Section 2. Proof of Illness:

The School District may require an employee to furnish a medical certificate from a qualified physician as evidence of illness, indicating such absence was due to illness, in order to qualify for sick leave pay. However, the final determination as to the eligibility of an employee for sick leave is reserved to the School District. In the event that a medical certificate will be required, the employee will be so advised. Sick leave with pay may be granted when illness or accident emergencies in the immediate family necessitates an employee's absence.

Section 3. Family and Medical Leave Act (FMLA):

Employees shall be eligible for the Family and Medical Leave Act if they, their spouse, child, or parent suffers from a serious health condition in which the employee is required to provide care. The military family leave provisions of the Family and Medical Leave Act (FMLA) entitle eligible employees of covered employers to take FMLA leave for any "qualifying exigency" arising from the foreign deployment of the employee's spouse, son, daughter, or parent with the Armed Forces, or to care for a service member with a serious injury or illness if the employee is the service member's spouse, son, daughter, parent or next of kin. The FMLA process will be subject to School District policy and practice and in accordance with law.

Section 4. Bereavement:

Up to five days (5) leave shall be allowed for death in the employee's immediate family. The specific amount of leave allowed is subject to the discretion of the Superintendent, depending on the circumstances. Immediate family is defined as the employee's spouse, children, mother, father, stepparents, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparents, and grandchildren of the employee or the employee's spouse, or other relatives living in the same household of the employee. Time off for bereavement is not deducted from sick leave. Additional leave may be granted at the discretion of the Superintendent as a deduction from sick leave.

Section 5. Union Leave:

Union members will be granted leave with pay to conduct matters of union business by members who are officers or agents of EMBC at the regional or state level. EMBC agrees to notify the School District no less

than three (3) working days prior to the date and purpose of the intended leave. The total of all leaves, with pay, will not exceed a total of two (2) days for the unit per fiscal year.

Section 6. Other Leaves of Absence:

The School Board may grant other leaves of absence, in accordance with policy and state and federal law.

Section 7. Wellness Program:

Employees may be eligible for sick leave buy-back based on their unused sick leave balance and their annual usage. The number of days to be repurchased by the School District and paid to the employee will be based on:

- A) The employees sick balance as of August 31st of the present year.
- B) The employee must use no more than five (5) sick leave days during September 1st of the previous year through August 31st of the present year.

This pay shall be paid out once per year on the first pay period in December. The number of days repurchased by the School District will then be reduced from the employee's sick leave balance. The employee's current straight time daily rate of pay will be used to calculate the additional pay.

Employees who have maintained an unused number of sick leave balance as below and have used repurchased/paid no more than five (5) sick leave days in the preceding year, September 1st – August 31st	Shall have the following sick leave days paid and deducted from their balance
250 hours	1 day
400 hours	2 days

Section 8. Worker's Compensation:

Pursuant to Minnesota state law, an employee injured on the job in the service of the School District and collecting Workers Compensation insurance may draw sick leave and receive full salary from the School District, the employee's salary to be reduced by an amount equal to the insurance payments and only that fraction of the days not covered by insurance will be deducted from his/her accrued sick leave.

Section 9. Insurance Application:

An employee on unpaid leave outside of FMLA is eligible to continue to participate in group insurance programs if permitted under the insurance policy provisions. The employee shall pay the entire premium for such insurance commencing with the beginning of the leave and shall pay to the School District the monthly premium in advance.

Section 10. Jury Duty:

An employee may be excused without loss of pay to appear in court and to serve on jury duty. In the event of jury duty, all sums received by the employee as reimbursement, except mileage, from the court will be turned over to the School District.

Section 11. Credit:

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

Section 12. Medical Leave:

Leave of absence shall be granted for medical reasons (pregnancy included) for a period of time not to exceed twelve (12) months. Such leave of absence must be approved by action of the School Board.

**ARTICLE XII
HOLIDAY**

The following days shall be observed and shall be paid holidays: New Year's Day, Good Friday, Memorial Day, July Fourth, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve Day, Christmas Day, and New Year's Eve Day. If any of the days fall on Saturday or Sunday, the preceding Friday or the following Monday shall be considered a holiday.

**ARTICLE XIII
VACATION**

Section 1. Eligibility:

All full-time, eligible employees shall be granted vacation, with pay, on the basis of the following schedule and on a pro rata basis, part-time employees working a minimum of .5 FTE, but less than 1.0 FTE will receive a pro rata vacation accrual. Vacation will be credited to the employee at the start of each fiscal year.

Section 2. Submission:

Vacation days can be requested at any time. Vacation must be approved by the employee's supervisor or designee through the electronic time off system. A request for the use of vacation time should be made at least three (3) workdays prior to the day the vacation is to be taken. Requests outside these parameters will be reviewed by the employee's supervisor or designee on a case-by-case basis.

Section 3. Accrual:

Vacation days are earned using the following schedule. Any employee whose seniority date falls prior to January 31st within the next fiscal year will be credited with that year of service. That credit will be applicable only to vacation accrual in this section. Any employee hired after the beginning of the fiscal year will have their first years accrual prorated.

0 to 4 years of service	= 15 vacation days per fiscal year
5 to 9 years of service	= 20 vacation days per fiscal year
10 to 14 years of service	= 22 vacation days per fiscal year
15+ years of service	= 25 vacation days per fiscal year

Section 4. Carry Over:

Up to five (5) days of vacation time may be carried over from one fiscal year to the next fiscal year that it was provided. Any lost vacation as of July 1st will be forfeited.

Section 5. Separation:

If the employee does not complete a full year of employment, any vacation days used that had not yet been earned will be deducted from the final paycheck on a prorata basis. If an employee is terminated because of a layoff, reduction in staff, retirement or voluntarily resigns with the required ten (10) workday notice to the Human Resource Department, the employee shall be entitled to a pro rata share of vacation earned. In the case of death, the employee's estate will be entitled to a pro rata share of vacation earned.

**ARTICLE XIV
HRA RETIREMENT BENEFIT**

Section 1. Post-retirement HRA

The School District will contribute \$1,600 per year for the first 15 years and \$2,600 for the remaining 10 years in a School District sponsored HRA in June. The School District contributions and accrued interest earnings will be available to the employee after successful completion of their 15th year of service. If separation of service occurs at any time prior to successful completion of the 15th year of service, the School District's contributions and accrued interest earnings are forfeited.

**ARTICLE XV
403(B) ANNUITY MATCHING PROGRAM**

All employees will be eligible to participate in the 403(b) Annuity program.

Section 1. Employee Match:

Eligible and participating employees must elect to participate in the 403(b) Annuity Matching program pursuant to the Annuity Plan requirements at the beginning of the plan year.

The School District's contribution will be \$1,000 per year for 1.0 FTE employees. Part-time employees that work more than .50 FTE are eligible for a prorated School District match.

The School District will make the foregoing matching contribution to only those employees choosing to participate in an approved employee's 403(b) annuity account offered by the School District. The School District's matching contribution will be dollar-for-dollar as required under Minnesota Statutes Section 356.24. Employees may contribute any dollar amount in excess of the maximum yearly School District match, but the annual limit on the amount individual employees may contribute to his/her 403(b) annuity account shall be governed by the applicable sections of the Internal Revenue Code and Regulations. The employee that has an elected contribution for the plan year (September 1 to the following August 31) shall

be divided and withheld equally over the pay periods for the plan year. The employee must be signed up by September 1 in order to receive the match for the year.

Section 2. Approved Plans:

The School District will make matching contributions only to annuity plans offered by vendors mutually agreed to by the School District and Education Minnesota Brainerd Confidential.

Section 3. Election:

All newly hired employees are eligible to enroll into the 403(b) program within 30 days of hire. Employee enrollment and/or changes are only allowed during open election periods.

Eligible and participating employees must make an application for participation in the 403(b)-annuity matching program each year by September 1 for that school year. The plan year shall be from September 1 to the following August 31. Once an eligible employee elects to participate in the 403(b) annuity-matching program, said election is irrevocable for that plan year and will continue each subsequent year unless modified by the employee who must notify the School District and annuity carrier.

Section 4. Death of Participant:

If an employee dies before retirement, the employee's 403(b) annuity account shall be given to his/her designated beneficiary, if any, otherwise to his/her estate.

Section 5. Leaving the School District:

Employees who, for whatever reason, leave the service of the School District prior to retirement shall retain ownership of School District contributions and personal contributions made on their behalf to the date of separation. The School District shall retain no current or future liabilities for said investment programs because of the severing of service.

Section 6. Applicable Laws:

The 403(b) annuity-matching program of the School District is subject to the Laws of the State of Minnesota, Minnesota Statutes Section 365.24 and the Internal Revenue Code 26 U.S.C. @403(b). It is understood that the School District's only obligation is to contribute as specified in this Article and that no other claim shall be made against the School District pursuant to the Article.

**ARTICLE XVI
GRIEVANCE PROCEDURE**

Section 1. Grievance Definition:

A "grievance" will mean an allegation by an employee regarding a dispute or disagreement between the employee and the School District as to the interpretation or application of terms and conditions of employment insofar as such matters are contained in this Agreement.

Section 2. Representative:

The employee, supervisor, or School Board may be represented during any step of the procedure by any person or agent designated by such party to act on their behalf.

Section 3. Definitions and Interpretations:

Subd. 1. Extension:

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

Subd. 2. Days:

Reference to days regarding time periods in this procedure will refer to working days. A working day is defined as all weekdays not designated as holidays by state law.

Subd. 3. Computation of Time:

In computing any period of time prescribed or allowed by procedures herein, the date of the act, event, or default for which the designated period of time begins to run will not be included. The last day of the period so computed will be counted, unless it is a Saturday, a Sunday, or a legal holiday, in which event the period runs until the end of the next day which is not a Saturday, a Sunday, or a legal holiday.

Subd. 4. Filing and Postmark:

The filing or service of any notice or document herein will be timely if it is emailed within the time period, bears a postmark of the United States mail within the time period or has other verifiable means that records date and/or time of receipt.

Section 4. Time Limitation and Waiver:

Grievances will not be valid for consideration unless the grievance is submitted in writing to the School Board's designee, 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 the event giving rise to the grievance occurred. Failure to file any grievance within such period will be deemed a waiver thereof. Failure to appeal a grievance from one level to another within the time periods hereafter provided will constitute a waiver of the grievance. An effort will first be made to adjust an alleged grievance informally between the employee and the School Board's designee.

Section 5. Adjustment of Grievance:

The School Board and EMBC employee shall attempt to adjust all grievances which may arise during the course of employment with the School District in the following manner.

Subd. 1. Informal Discussion:

Before a written grievance is submitted, informal discussions will take place between the aggrieved party and the supervisor. Through these discussions the parties will attempt to resolve the problem.

Subd. 2. Level I:

If the grievance is not resolved through informal discussions, the School Board designee will give a written decision on the grievance to the parties involved within ten (10) days after receipt of the written grievance.

Subd. 3. Level II:

In the event the grievance is not resolved in Level I, the decision rendered may be appealed to the superintendent, provided such appeal is made in writing five (5) days after receipt of the decision in Level I. If a grievance is properly appealed to the superintendent, the superintendent or their designee will set a time to meet regarding the grievance within fifteen (15) days after receipt of the appeal. Within ten (10) days after the meeting, the superintendent or their designee will issue a decision in writing to the parties involved.

Subd. 4. Level III:

In the event the grievance is not resolved in Level II, the decision rendered may be appealed to the School Board, provided such appeal is made in writing within five (5) days after receipt of the decision in Level II. If a grievance is properly appealed to the School Board, the School Board will set a time to hear the grievance within twenty (20) days after receipt of the appeal. Within twenty (20) days after the meeting, the School Board will issue its decision in writing to the parties involved. At the option of the School Board, a committee or representative(s) of the School Board may be designated by the School Board to hear the appeal at this Level and report its findings and recommendations to the School Board. The School Board will then render its decision.

Section 6. School Board Review:

The School Board reserves the right to review any decision issued under Level I or Level II of this procedure provided the School Board or its representative notifies the parties of its intention to review within ten (10) days after the decision has been rendered. In the event the School Board reviews a grievance under this section, the School Board reserves the right to reverse or modify such decision.

Section 7. Denial of Grievance:

Failure by the School Board or its representative to issue a decision within the time period provided herein will constitute a denial of the grievance and the employee may appeal it to the next Level.

Section 8. Arbitration Procedures:

In the event that the employee and the School Board are unable to resolve any grievance, the grievance may be submitted to arbitration as defined herein.

Subd. 1. Request:

A request to submit a grievance to arbitration must be in writing signed by the aggrieved party and such request must be filed in the office of the superintendent within ten (10) days following the decision in Level III of the grievance procedure.

Subd. 2. Prior Procedure Required:

No grievance will be considered by the arbitrator which has not been first duly processed in accordance with the grievance procedure and appeal provisions.

Subd. 3. Selection of Arbitrator:

Upon the proper submission of a grievance under the terms of this procedure, the parties will, within ten (10) days after the request to arbitrate, attempt to agree upon the election of an arbitrator. If no agreement on an arbitrator is reached, either party may request the BMS to appoint an arbitrator, pursuant to P.E.L.R.A., providing such request is made within twenty (20) days after request for arbitration. The request will ask that the appointment be made within thirty (30) days after the receipt of said request. Failure to agree upon an arbitrator or the failure to request an arbitrator from the BMS within the time periods provided herein will constitute a waiver of the grievance.

Subd. 4. Submission of Grievance Information:

1. Upon appointment of the arbitrator, the appealing party shall within five (5) days after notice of appointment forward to the arbitrator, a copy to the School Board, the submission of the grievance which shall include the following:
 - a. The issues involved.
 - b. Statements of the facts.
 - c. Position of the grievant
2. The School Board may make a similar submission of information relating to the grievance either before or at the time of the hearing.

Subd. 5. Hearing:

The grievance will be heard by a single arbitrator and both parties may be represented by such person or persons as they may choose and designate and the parties will have the right to a hearing, at which time both parties will have the opportunity to submit evidence, offer testimony, and make oral or written arguments relating to the issues before the arbitrator. The proceeding before the arbitrator will be a hearing de novo.

Subd. 6. Decisions:

The decision by the arbitrator will be rendered within thirty (30) days after the close of the hearing. Decisions by the arbitrator in cases properly before them will be final and binding upon the parties, subject, however, to the limitations of arbitration decisions as provided for in P.E.L.R.A.

Subd. 7. Expenses:

Each party will bear its own expenses in connection with arbitration including expenses relating to the party's representative, witnesses, and any other expenses which the party incurs in connection with presenting its case in arbitration. A transcript or recording will be made of the hearing at the request of either party. The parties will share, equally, fees and expenses of the arbitrator, and any other expenses which the parties mutually agree are necessary for the conduct of the arbitration. The cost of a transcript or recording will be borne by the requesting party.

Subd. 8. Jurisdiction:

The arbitrator will have jurisdiction over disputes or disagreements relating to grievances properly before the arbitrator pursuant to the terms of this procedure. The jurisdiction of the arbitrator will not extend to proposed changes in terms and conditions of employment as defined herein and contained in this written agreement; nor will an arbitrator have jurisdiction over any grievance which has not been submitted to arbitration in compliance with the terms of the grievance and arbitration procedure as outlined herein; nor will the jurisdiction of the arbitrator extend to matters on inherent managerial policy, which will include but are not limited to such areas of discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, the organizational structure, the selection and direction and number of personnel. In considering any issue in dispute, in its order, the arbitrator will give due consideration to the statutory rights and obligations of the public School Board to efficiently manage and conduct its operation within the legal limitations surrounding the financing of such operations.

Subd. 9

The parties, by mutual written agreement, may waive any step and extend any time limits in a grievance procedure.

**ARTICLE XVII
GENERAL PROVISIONS**

Section 1. Professional Dues:

The School District will submit payment of professional dues for one organization for all confidential employees covered in this agreement.

Section 2. Mileage Reimbursement:

The School District will pay for all professional in-district and out-of-district travel when a Confidential Employee uses their personal vehicle. This mileage will be reimbursed at the current IRS rate.

Section 3. Inclement Weather:

It is the School District's intent to have employees of this bargaining unit at work on all contract work days.

Regardless of how a student day has been interrupted (closed, late start or early dismissal), employees are expected to come to work unless they will experience abnormally unsafe driving conditions. If an employee is unable to come to work because of weather, the employee has the right to work from home with the approval of the supervisor. For approval, the employee must have the necessary equipment, supplies and internet access that is needed to complete the essential functions of the position. The employee may choose to use his/her vacation in lieu of working in the event of inclement weather.

The Superintendent or School District designee may direct staff to leave for the day due to inclement weather conditions. The District understands that inclement weather creates a situation outside of the employee's control and is of a short duration. In the event that the Superintendent or School District

designee releases staff prior to the completion of his or her scheduled shift, the School District agrees to compensate the employee for all contracted hours of the day.

Section 4. Probationary Period:

Subd. 1. An EMBC employee under the provisions of this Agreement shall serve a probationary period of three (3) months continuous service in the School District, during which time the School District shall have the unqualified right to suspend without pay, discharge, or otherwise discipline such employee; and during this probationary period, the employee shall have no recourse to the grievance procedures, insofar as suspension, discharge or other discipline is concerned. However, a probationary employee shall have the right to bring a grievance on any other provisions of the contract alleged to have been violated.

Subd. 2. Completion of the Probationary Period.

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

**ARTICLE XVIII
DURATION**

Section 1. Term and Reopening Negotiations:

This agreement shall remain in full force and effect for a period commencing July 1, 2021 through June 30, 2024, and thereafter until modifications are made pursuant to P.E.L.R.A. If either party desires to modify or amend this Agreement commencing on July 1, 2021, it shall give written notice of such intent no later than May, 1, 2024.

Section 2. Effect:

This Agreement constitutes the full and complete agreement between the School Board and the exclusive representative representing the EMBC employees of the School District. The provisions herein relating to terms and conditions of employment supersede any and all prior agreements, resolutions, practices, 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 negotiations during the term of this Agreement.

Section 4. Conformity to Law:

If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision application shall not be deemed valid

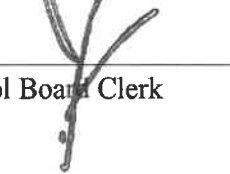
except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

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

By 
EMBC President

By 
School Board Chair

By N/A
Education Minnesota

By 
School Board Clerk

APPENDIX A: RATES OF PAY

July 1, 2021 – June 30, 2023

STEP	GRADE I	GRADE II (EXEMPT)	GRADE II (NON-EXEMPT)
1	\$51,500	\$63,700	\$30.63
2	\$52,530	\$65,000	\$31.25
3	\$53,580	\$66,300	\$31.88
4	\$54,652	\$67,626	\$32.51
5	\$55,745	\$68,979	\$33.16
6	\$56,860	\$70,359	\$33.83
7	\$58,000	\$71,766	\$34.50
8	\$59,157	\$73,201	\$35.19
9	\$60,340	\$74,665	\$35.90
10	\$61,547	\$76,692	\$36.87
11	\$64,034	\$77,681	\$37.35
12	\$65,314	\$78,810	\$37.89
13	\$66,620	\$79,992	\$38.46
14+	\$1,350	\$1,350	\$0.65

CBH

July 1, 2023 – June 30, 2024

STEP	GRADE I	GRADE II
1	\$52,273	\$64,656
2	\$53,318	\$65,975
3	\$54,384	\$67,295
4	\$55,472	\$68,640
5	\$56,581	\$70,014
6	\$57,713	\$71,414
7	\$58,870	\$72,842
8	\$60,044	\$74,299
9	\$61,245	\$75,785
10	\$62,470	\$77,842
11	\$64,995	\$78,846
12	\$66,294	\$79,992
13	\$67,619	\$81,192
14+	\$1,350	\$1,350