

# **MASTER AGREEMENT**

**MINNETONKA PUBLIC SCHOOLS  
(Independent District #276)**

**and**

**MINNETONKA SCHOOL OFFICE ASSISTANTS**

**July 1, 2018 through June 30, 2020**

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## **ARTICLE I: PURPOSE**

This Agreement is entered into between the School Board of Independent School District No. 276, Minnetonka, Minnesota (hereinafter referred to as the "Employer") and Minnetonka School Office Assistants (hereinafter referred to as the "Union"), pursuant to and in compliance with the Public Employment Act of 1971, as amended, (hereinafter referred to as the "P.E.L.R.A.") and has as its purpose the promotion of harmonious relations between the Employer and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences and to provide for the terms and conditions of employment for the duration of this Agreement.

## **ARTICLE II: DEFINITIONS**

**Employee:** except as otherwise defined herein, employee shall mean employees defined in Article III herein.

**Employer:** shall mean Minnetonka School District No. 276, its School Board, or its designated Administrative team.

**Union:** shall mean Minnetonka School Office Assistants.

**Other terms:** Terms not defined in this Agreement shall have those meanings as set forth in the P.E.L.R.A., as amended.

## **ARTICLE III: RECOGNITION OF EXCLUSIVE REPRESENTATIVE**

### Section 1

In accordance with the P.E.L.R.A., the Employer recognizes Minnetonka School Office Assistants as the exclusive representative for all administrative secretarial and clerical office personnel employed by Independent School District No. 276, Minnetonka, Minnesota, who work more than 14 hours per week and more than 67 work days per year, excluding but not limited to paraprofessionals, supervisory employees, confidential employees and all other employees, which exclusive representative shall have those rights and duties as prescribed herein and by the P.E.L.R.A.

### Section 2

Recognizing that the Union is required by the provisions of the State of Minnesota Labor Relations Act to be the sole bargaining representative of all the employees within the coverage of this Agreement, without regard to membership in the Union, the School Board hereby agrees that it will not recognize or negotiate with any other person, association, group, committee or entity other than the Union with respect to terms and conditions of employment.

## **ARTICLE IV: NON-DISCRIMINATION**

### Section 1

It is the policy of the School District and the Union in carrying out the provisions of this agreement not to discriminate against any employee on account of sex, race, color, creed, national origin, marital status or age, as those terms are defined under Title VII of the Civil Rights Act of 1964 or Chapter 363 of Minnesota Statutes. Since alleged discriminatory acts on the above-defined basis under the above-referenced statutes are under the jurisdiction of the appropriate state or federal agencies, the arbitration provisions of this Agreement which are set forth in Section 5 of Article VIII shall not be applicable to any grievances alleging violations of the above provisions. Instead, any grievances alleging violations of the above

provisions which are not satisfactorily adjusted under Levels 1, 2, or 3 of the Grievance Procedure shall be subject to the jurisdiction of the appropriate federal or state administrative agency.

### Section 2

Neither the School District nor the Union will discriminate against any employee on the basis of Union membership or non-membership.

## **ARTICLE V: CHECK-OFF**

### Section 1

Employees shall have the right to request and be allowed dues check-off for the Union. The Employer agrees to deduct, according to a uniform schedule established by the Union, an amount sufficient to provide payment of dues established by the Union for each employee from the wages of all employees who are receiving pay who authorize in writing such deductions on forms provided by the Union. The Union will indemnify, defend, and hold the Employer harmless against any claims made and against any suits instituted against the Employer, its officers or employees, by reason of payroll deductions for dues.

### Section 2

The Employer agrees to remit the total dues deduction for each scheduled deduction period, together with an itemized statement, to the Union not later than fifteen (15) calendar days following the end of the scheduled period.

### Section 3

In accordance with Minnesota Statutes 179A.06, Subd. 3 the Employer upon notification by the Union, on a form provided by the Employer, shall check off the requested fair-share fee from the earnings of employees in the bargaining unit and transmit the same to the Union. In no instance shall the required contribution exceed a pro-rata share of the expenses incurred for services rendered by the Union in relation to the negotiations and administration of the Grievance procedures and in no event shall the fee exceed 85 percent of the regular membership dues.

## **ARTICLE VI: SCHOOL BOARD RIGHTS**

### Section 1

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

### Section 2

The Union recognizes the right and obligation of the Employer to efficiently manage and conduct the operation of the School District and to do all things necessary to accomplish its primary obligation to provide the best possible educational opportunity for all students.

### Section 3

Employees covered by this Agreement shall be governed by the laws of the State of Minnesota and by School Board policy, rules, regulations, directives and orders issued to them by properly designated officials of the Employer unless limited by the terms of this Agreement and the P.E.L.R.A.

### Section 4

All provisions of this Agreement are subject to the laws of the United States; the State of Minnesota; rules and regulations of the State Board of Education; and the valid rules, regulations and orders of State and

Federal governmental agencies. Any provision of this Agreement found to be in violation of such laws, rules, regulations, directives or orders shall be null and void. The parties agree to immediately negotiate a substitute for the invalidated provision thereof.

#### Section 5

The enumeration of Employer rights set forth in this Article shall not be deemed to exclude other management rights not expressly reserved herein.

### **ARTICLE VII: HOURS OF WORK**

#### Section 1, Work Week

The regular work week shall consist of five (5) eight (8) hour days. The Employer reserves the right to schedule employees for work, including a work week less than the regular work week defined herein. If the employer deems it necessary to change the normal work week, employees shall be given a two week posted or written notice of exceptions or changes. In the event that changes are required because of emergency situations, no advance notice need be given.

#### Section 2, Hours of Work

The regular daily hours of work for employees regularly scheduled to work forty (40) hours per week shall be eight (8). The regular daily hours of work shall be exclusive of an unpaid duty free lunch period to be scheduled by the Employer, which period shall be at least one-half (1/2) hour but not more than one (1) hour. The Employer must pre-approve any hours worked beyond the regularly scheduled work week.

#### Section 3, Alternative Work Schedule

An alternative work schedule may be used if agreed upon by the District and the employee.

#### Section 4, Job Share

Clerical unit are engaged in a job sharing arrangement, in which two employees share equally a position of 40 hours per week; and the employees have expressed an interest in sharing fringe benefits for the position;

- a. Clerical employees in a job share position shall accrue seniority per Article XXI of the contract. Job sharing arrangements shall be on a temporary basis and re-evaluated at the end of each school year or shall be re-evaluated should one of the job sharing clerical employees terminate employment or be granted a leave of absence.
- b. If one of the clerical employees in a job share position resigns, the District shall have the right to post the job share position as is or restructure and post as a full-time position. Should the District restructure the position the employee in the job share position shall have the right to apply for the restructured position or exercise all layoff/recall rights, including bumping rights for the actual hours worked per week in the job share position.
- c. During this period, positions which have been pre-approved by the School District as job share arrangements, defined as two employees sharing equally a position of 40 hours per week, will be eligible for:
  1. District allocation of 50% of the appropriate level of health and accident insurance to each of the two employees (i.e. if the employee is taking family insurance coverage, the District contribution would equal 50% of the District contribution for family coverage);
  2. Each job share participant shall receive a pro-rata share of a personal day, sick leave, holidays, and death and serious illness leave as provided by the contract.

3. If the 40 hour position qualifies for vacation under the contract, the two employees involved in the job share arrangement will be entitled to pro-rata vacation at the level of accrual appropriate for each of the job share participants.
- d. The School District reserves the right to terminate the job share arrangement upon a 14-day notice to the employees for purposes of budget, restructuring, or other needs of the District. The employees in the job share position shall have the right to exercise all layoff/recall rights, including bumping rights for the actual hours worked per week in the job share position.

#### Section 5 Work Breaks

All employees covered hereunder who are regularly scheduled to work at least four (4) hours per day shall receive a fifteen (15) minute break and all employees covered hereunder who are regularly scheduled to work six (6) hours per day or more shall receive two fifteen (15) minute breaks; breaks will be scheduled by the Employer.

#### Section 6 Overtime

##### Subd. 1 Overtime Pay

Employees will be paid at the rate of one and one-half (1 ½) times their regular hourly rate for all work in excess of forty (40) hours in any given week. Authorized sick leave, vacation time and holiday pay shall be considered as time worked for the purpose of computing overtime.

##### Subd. 2 Comp Time

For non-exempt employees (hourly), worked hours in excess of forty (40) per week shall be overtime and compensated at one and one-half (1 ½) times the employee's base pay rate or one and one-half (1 ½) hours compensatory time for each hour worked. Employees may request the use of comp time in lieu of overtime. Employer approval for compensatory time off shall be the same as that required for all other time off.

Compensatory time may be accrued to a maximum balance of forty (40) hours. Compensatory time will be tracked in the Payroll/Benefits department and must be used within 30 business days after the date in which the hours were acquired/accrued. If the comp time is not used within the 30 business days it will be paid out in the next available payroll. Comp time cannot be carried over from one fiscal year to the next.

#### Section 7

An employee who is assigned by the employer to replace an employee at a higher classification for more than five (5) continuous working days shall be entitled to receive the rate of pay associated with the higher classification at the replacing employee's current step. The higher rate of pay shall be paid from the sixth day until the absent employee returns to duties or is replaced. When it is known in advance by the Employer that the absence will be ten (10) continuous working days or more, the higher rate of pay shall be paid from the first day of the absence.

### **ARTICLE VIII: GRIEVANCE PROCEDURE**

#### Section 1, Grievance Defined

A grievance is defined as a dispute or disagreement between an employee covered hereunder and the Employer as to the interpretation or application of terms and provisions of this Agreement.

#### Section 2, Days and Time Limits

Reference to days regarding time periods shall refer to business days.

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

Any notice or document required by this procedure may be submitted to the designated party by mail or in person. If mailed, it shall be timely if it bears a postmark of the United States mail within the time period.

### Section 3, Time and Waiver

Grievances shall not be valid for consideration under the procedures set forth herein unless the grievance is submitted in writing to the School Board's designee setting forth the facts and the specific provisions of the Agreement allegedly violated, and the particular relief sought, within ten (10) days after the date giving rise to the grievance. Said grievance shall be signed and dated by the employee involved or the designated Union representative. Failure to file a written grievance within such period shall be deemed a waiver thereof. Failure to appeal a grievance from one level to another within the time periods hereinafter provided shall constitute a waiver of the grievance. An effort shall first be made to adjust the alleged grievance informally between the employee and the Employer's designee. The parties by mutual agreement may waive any step and extend any time limits in the grievance procedure.

### Section 4

The Employer, the employee and the Union shall adjust grievance in the following manner:

Level 1. Employees who believe they have a grievance may attempt to resolve the grievance through informal discussions with the employees' supervisors. If not resolved and the employees or their designated Union representative have informed the supervisor in writing that they consider the matter discussed a grievance, the supervisor shall advise the Union President orally of the supervisor's response. The grievance may then be reduced to writing by the Union and the supervisor shall issue a written decision on the grievance within ten (10) days after the written grievance is filed.

Level 2. In the event the grievance is not resolved at Level 1, the decision rendered by the supervisor may be appealed by the Union to the Superintendent, provided such appeal is made in writing within ten (10) days after receipt of the decision in Level 1. If a grievance is properly appealed to the Superintendent, the Superintendent shall set forth a date and time for a conference to discuss the grievance. The employee and the Union shall be notified in writing of said date and time. Said discussion shall be scheduled within twenty (20) days of receipt of the appeal. If the meeting required at this level of the grievance procedure is scheduled during Union steward's working time, the steward will be allowed to be present at said conference without loss of pay. Within (10) days after the meeting, the Superintendent shall issue a decision in writing to the parties involved.

Level 3. In the event the grievance is not resolved at Level 2, the decision rendered by the Superintendent may be appealed by the Union to the School Board, provided such appeal is made in writing within ten (10) days after receipt of the decision in Level 2. If a grievance is properly appealed to the School Board, the School Board shall set forth a time to hear the grievance. Said hearing shall be scheduled within twenty (20) days of receipt of the appeal. The employee and the Union shall be notified in writing of the date and time of said hearing. If the meeting required at this level of the grievance procedure is scheduled during a Union steward's working time, the steward will be allowed to be present at said conference without loss of pay. Within the (10) days after the meeting, the School Board shall issue its decision in writing to the parties involved. At the option of the School Board, a committee or representative(s) of the Board may be designated by the Board

to hear appeal at this level, and report its findings and recommendations to the Board. The School Board shall then render its decision.

#### Section 5

In the event the grievance is not resolved at Level 3, the decision rendered by the School Board may be submitted by the Union to arbitration, as provided herein.

A request to submit a grievance to arbitration must be in writing by the aggrieved employee and Union, and such request must be filed in the office of the Superintendent within twenty (20) days following the date of the decision at Level 3 of the Grievance Procedure. A request for arbitration must set forth the issue(s) to be arbitrated and the provision of the agreement involved.

The Employer and the Union shall, within five (5) days after the filing of the request for arbitration, endeavor to select a mutually acceptable arbitrator to hear and decide the grievance. If the Employer and the Union are unable to agree on an arbitrator, either party may request the Bureau of Mediation Services (BMS) to provide a list of arbitrators pursuant to Minn. Stat. 179A.21, and the selection of the arbitrator shall proceed as provided for therein. Such request must be made within ten (10) days after the filing of the request for arbitration.

#### Section 6

The arbitrator shall only have jurisdiction over grievances as defined herein and as to such grievances properly brought before the arbitrator and only pursuant to the terms of this procedure.

The arbitrator shall not have the power to add to, subtract from, or to modify in any way the terms of this Agreement.

The decision of the arbitrator shall be final and binding upon the parties. The arbitrator's decision shall be delivered to the parties and a copy shall be filed with the Bureau of Mediation Services, State of Minnesota.

#### Section 7

The Employer may be represented at any step of the procedure by any person or agent designated by such party to act in their behalf. The employee shall be represented by the Union.

#### Section 8, Investigation of Grievances

The Union Steward shall be allowed to investigate grievances on working time when it is not possible to perform the investigation outside of working time. When it is necessary to investigate a grievance on working time, the Union Steward shall first obtain permission from the District's Personnel Officer, which permission will not be unreasonably withheld. Otherwise, investigation of grievances shall be performed during non-working time.

#### Section 9, Fees and Expenses

The fees and expenses of an arbitrator shall be paid equally by the parties. Each party shall be responsible for its own costs and expenses in following the procedures set forth in this Article.

#### Section 10, Non-Discrimination

The Employer will not discriminate against any employee because of a filing or processing of a grievance pursuant to the provisions set forth in this Article.

## ARTICLE IX: PAID HOLIDAYS

### Section 1

There shall be eleven (11) holidays per year for 10-month employees and twelve (12) holidays per year for 12-month employees to be selected by the Employer from the legal and school holidays listed in Section 3. If school is in session on any of these days, holidays shall be taken on a day mutually agreed upon by the Employer and the Union. Should it be impossible to provide for all holidays, or if the parties cannot mutually agree upon a holiday because school is in session, the employee's vacation period (if eligible for vacation) will be extended to compensate for such deficiency; if the employee is not eligible for vacation, an appropriate adjustment will be made in the employee's pay to compensate for such deficiency.

### Section 2

#### Subd. 1

Twelve (12) month service employees will receive holiday pay of eight (8) hours pay for all holidays set forth in Section 1 of this Article. Employees who are assigned to less than twelve (12) month service shall be eligible for holiday pay only for those holidays falling within their regularly scheduled work period.

#### Subd. 2

Employees who are normally scheduled to work a constant number of hours per day shall receive holiday pay commensurate with the number of hours the employee is scheduled to work each day. Employees who work a variable number of hours per day shall receive pro-rata holiday pay calculated by dividing the total number of hours the employee is scheduled to work on an annual basis by the total number of days the employee is scheduled to work on an annual basis

#### Subd. 3

All employees must work the last regularly scheduled workday before, and the first regularly scheduled workday after a holiday, or be on authorized leave, in order to be eligible for holiday pay under this Article. For employees not scheduled to work during Christmas and/or Spring breaks, they shall be entitled to holiday pay pursuant to this Section for holidays occurring during these break(s) providing they work their last regularly scheduled workday before and their first regularly scheduled workday after the break, unless on authorized leave.

### Section 3, Holidays

1. Independence Day
2. Labor Day
3. Thanksgiving Day
4. Day following Thanksgiving Day
5. Christmas Eve Day
6. Christmas Day
7. New Year's Day
8. President's Day
9. Good Friday. Or if Good Friday is not recognized as a District holiday, ten (10) month employees shall have the last day of their contract year off; twelve (12) month employees shall have New Year's Eve Day off.
10. Memorial Day
11. Martin Luther King Day
12. Two floating holiday for twelve (12) month employees and one floating holiday for ten (10) month employees who are scheduled a minimum of 200 days per year. Floating holidays must be

used on a non-school day. The dates of the floating holidays must be approved by the employee's supervisor. The floating holidays must be used by June 30<sup>th</sup> of each year. The number of floating holidays granted under this Section on any given day will be limited as follows:

- One employee at each elementary school
- One employee at each middle school
- One twelve (12) month employee and one ten (10) month employee at the high school
- One employee per department at MCEC
- One employee per department at the District Service Center

#### Section 4

Employees who are requested by their supervisor and agree to work on a holiday listed above shall receive double pay for hours worked on the holiday. In addition, employees will receive a floating holiday that will be taken on a mutually agreed upon date. The floating holiday must be used by June 30 of that work year.

#### Section 5, Inclement Weather/Emergency Building Closing

In the event it becomes necessary to delay the opening, close early or close completely a school facility due to an emergency, the following shall prevail:

Employees required to report to work by their supervisor when the start is delayed or are retained after a facility is closed and students have safely departed the school shall be entitled to double their normal rate of pay in lieu of their regular rate of pay for the period they are retained or the period of time they may work when they are required by the employer to report for work.

##### Subd. 1

Opening is delayed prior to the employee's scheduled start time:

- a) Delayed openings will be communicated via the official radio station or in some cases directly to the employee by phone.
- b) Upon notification the employee will delay reporting to work for the same period as the school opening is delayed.
- c) If rescheduling is possible, the employee will work the normal daily hours once the employee reports to work. If rescheduling is not possible, the employee will not be penalized for any lost time.
- d) An employee whose work schedule is not impacted by the delay will report to work at the normal scheduled time.
- e) If an employee chooses to request to be absent the entire day, the employee will need to use a full day of personal leave or vacation.

##### Subd. 2

A school facility is announced to be closed prior to the employee's scheduled start time:

- a) School closing will be communicated via the official radio station or in some cases directly to the employee by phone.
- b) Upon notification the employee will not be required to report to work that day.

- c) Employees will be paid for the day at their regular rate of pay unless a make-up day is scheduled which will provide the same annual days of employment. If a make-up day is scheduled which provides the same annual employment days, the employee will not be paid for the day school is closed for students.

Subd. 3

A school facility is closed after the employee has reported to work:

- a) The employee may be dismissed after all students have safely departed the school.
- b) The employee shall be paid for all of their scheduled work hours that day even though the employee may not be required to work their entire shift.

**ARTICLE X: HEALTH REQUIREMENTS**

Medical examinations may be required by the District. Any medical examination required by the District following initial employment shall be provided by the District's medical doctor at District expense. If the employee objects to being examined by the District's medical doctor, the examination shall be conducted by a medical doctor mutually agreeable to the employee and the Employer, but the employee shall be responsible for any portion of the examination fee which is in excess of what the Employer would have paid the District's medical doctor for the examination.

If requested by the District, all employees are required to present evidence of freedom from tuberculosis by either a chest X-ray or a Mantoux test. The Employer will prescribe the means by which the requirement may be met at no expense to the employee.

**ARTICLE XI: VACATIONS**

Section 1

Vacations shall apply only to employees who are employed for thirty (30) or more hours per week on a twelve (12) month basis. They shall be granted a paid vacation which the employee shall earn from July 1 to June 30. Vacation shall be credited monthly. Such employees will be permitted to utilize their vacation period at a time, or times, mutually agreeable to the employee and the employee's supervisor.

Section 2

The following provisions shall apply to vacations:

Subd. 1

Persons employed after July 1 of any given year shall have their first year's earned vacation period prorated at .83 of a day's vacation for each month the employee is actively at work. Such vacation is to be prorated to the nearest whole number.

Section 3

Vacations are to be provided as follows. All employee vacation schedules are to be authorized by the employee's supervisor.

- a. Ten (10) working days per year for the first three years of employment, credited at the rate of .83 days per month.

- b. Fifteen (15) working days for 4-6 years of employment, credited at the rate of 1.25 days per month.
- c. Twenty (20) working days per year for 7-11 years of employment, credit at the rate of 1.67 days per month.
- d. Twenty-two (22) working days per year for 12-17 years of employment, credited at the rate of 1.83 days per month.
- e. Twenty-five (25) working days per year for 18+ years of employment, credited at the rate of 2.08 days per month.

#### Section 4

The Employer agrees to provide employees with an opportunity to be reimbursed for up to six (6) unused vacation days provided the employee has 320 hours of accumulated vacation leave remaining after reimbursement. The employee may designate that the funds be placed into a 403(b) or 457 account, or paid directly to the employee via payroll. The employee must file this request by June 30 of each year for payment on or after July 1.

#### Section 5

For the purpose of computing vacation accrual for years of employment subsequent to the initial year of employment, the Employer will give a full year's credit if an employee is hired on a full-time basis prior to January 1. If employed after January 1, no credit will be given for the first year of employment.

#### Section 6

The employee may accrue vacation up to a maximum of 40 days.

#### Section 7

Vacations shall be taken at a time mutually agreeable to the Employer and the employee. Prior to June 30 of the year in which vacation is accrued the Employer and the employee shall mutually agree as to how any remaining vacation days shall be utilized prior to the following June 30. Should action on the part of the employer prohibit the employee from utilizing vacation as planned the employee shall be entitled to receive payment for unused vacation at one and one half (1-1/2) times the employee's base rate of pay in effect at the time the vacation was scheduled to be taken.

#### Section 8

If a holiday occurs during the calendar week in which a vacation is taken by an employee, the employee's vacation time shall be extended by one (1) additional work day.

#### Section 9

After July 1, 1994, any employee newly hired to the unit on a full-time basis may be credited up to three years of prior District credit at the District's discretion, providing this time is on a full-time basis in another bargaining unit in the employment of the District.

### **ARTICLE XII: PROBATIONARY EMPLOYMENT**

#### Section 1

A newly hired employee to the unit is a probationary employee during the first nine (9) calendar months of employment. Months not worked shall not be counted toward completion of the probationary period (i.e. summer months).

## Section 2

The Employer reserves the right to discipline, layoff and/or discharge with respect to probationary employees. No matter concerning the discipline, layoff or termination of a probationary employee shall be subject to the grievance procedure.

## Section 3

During the probationary period the District shall provide an oral and written performance appraisal of the employee after three (3) calendar months and at least one month prior to the completion of the probationary period. The District will also provide notification of completion of the probationary period.

## **ARTICLE XIII: LEAVES**

Except where an employee is on leave pursuant to the Family and Medical Leave Act ("FMLA"), and the provisions of the FMLA provide otherwise, the following provisions of Article XIII shall apply:

### Section 1, Basic Leave Allowance and Uses

Probationary employees may use basic leave only as sick leave and personal leave described in Sections 2 and 3 of this Article.

Employees who have completed their probationary period may use basic leave as sick leave, personal leave, religious leave, and serious illness leave described in Sections 2, 3, 4, 5 of this Article.

#### Subd. 1

Employees regularly scheduled to work forty (40) hours per week shall accrue 8 hours of basic leave per month of active employment.

Employees who are regularly scheduled to work at least fourteen (14) hours per week but less than forty (40) hours per week shall accrue basic leave equal to the average number of hours worked per day for each month of active employment.

As a supplement to the monthly allocation, employees regularly scheduled to work forty (40) hours per week shall accrue eight (8) additional hours of basic leave per year. Employees who are regularly scheduled to work at least fourteen (14) hours per week but less than forty (40) per week shall accrue an annual supplemental basic leave equal to the average number of hours worked per day during the year.

Basic leave shall not accrue during unpaid approved leaves unless specifically so provided by the Employer in writing. Basic leave shall accrue monthly as it is earned, and shall be termed accrued basic leave. However, the supplement to the monthly allocation shall be awarded at the end of each work year on June 30.

#### Subd. 2

A day's salary for a full-time, twelve (12) month service employee shall be equal to eight (8) hour straight time pay. Employees who are assigned to less than full-time, twelve (12) month service shall be eligible for basic leave only during their regularly scheduled work period. In addition, employees who are assigned to less than full-time, twelve (12) month service shall have a pro-rata day's pay which is calculated by taking the employee's average weekly scheduled number of hours and dividing by 5 weekdays.

## Section 2, Sick Leave

### Subd. 1

Sick leave with pay shall be allowed by the Employer whenever an employee's absence is due to an illness or physical disability of the employee which prevented employee's attendance at the employee's place of work and the performance of duties on that day or days.

### Subd. 2

In the event that illness or physical disability is one that can be predicted before its commencement, such as by way of example, but not limitation, elective surgery or pregnancy, the employee shall inform the Employer in writing no later than three (3) months prior to the contemplated start date of the illness or physical disability, or as soon as the contemplated illness or disability is known, whichever occurs first.

### Subd. 3

In the event an employee fails to adhere to the requirements of Section 2, Subd. 2 above, the District may at its option deny the use of sick leave to such employee during any absence for which the District did not receive proper notice from the employee.

### Subd. 4

Employees who are employed on a full-time, twelve (12) month basis shall be granted forty-five (45) days of leave which shall be reserved for use only when accrued sick leave has been exhausted and in case of long term illness only, and which shall remain as "reserved leave" during employment. Employees other than full-time, twelve (12) month, and are regularly scheduled to work at least twenty (20) hours per week shall be granted "reserved leave" proportional to the number of months they are scheduled to work during the year and the average number of daily hours worked each month. "Long term" shall be defined as an illness or disability extending for more than fifteen (15) consecutive working days.

Upon entering the third year of employment the long term (reserved) sick leave shall become available as "accrued sick leave" and may be used as the need arises. No employee shall use more than sixty-five (65) days of his/her total "accrued sick leave" during one period of absence.

### Subd. 5

- a) The Employer may require an employee to furnish a medical certificate from the School Health Officer or from a qualified physician as evidence of illness during an extended absence or as the result of an unusual or abnormal pattern of absences in order to qualify for sick leave pay. In the event a medical certificate is required, the employee will be so advised.
- b) In individual cases, the Employer shall have the right to require that the employee be examined by a physician of the Employer's choice at the Employer's expense. In such cases, the medical conclusion of this doctor as to the beginning and ending of actual illness or physical disability shall be binding on the parties and conclusive as to the commencement and return dates of the employee and the employee's entitlement to sick pay under this Section, unless the employee shall inform the Employer that the physician's statement is unacceptable within three (3) days of receipt of the physician's statement.

- c) In the event the employee has submitted to such an examination, and the employee has properly informed the Employer that the physician's statement is unacceptable to the employee, the employee shall select a physician competent in the field related to the employee's illness or physical disability from a list of three provided by the Employer. The examination shall be at a time and place designated by the Employer. The employee shall be responsible for the physician's expense unless the physician's medical conclusions are essentially different from those of the Employer's physician, in which case the examination shall be at the expense of the Employer. Upon request, a copy of the report of the physician shall be furnished the employee and the medical conclusions of this physician as to the beginning and ending of actual illness or physical disability shall be binding upon the parties and conclusive as to the commencement and return dates and any entitlement to sick pay under this Section.

Subd. 6

Sick leave pay shall be approved only upon submission of an electronic request upon the authorized approval from the employee's supervisor.

Subd. 7

No employee shall be permitted to use more than sixty-five (65) days of the employee's total accrued sick leave during any one period of absence.

Subd. 8

Sick leave pay may be allowed beyond an employee's accrual at the sole discretion of the School Board. In the event that the School Board should allow sick leave pay beyond the employee's accrual, any days allowed in excess shall be deducted from the employee's future accrual of sick leave.

Subd. 9

An employee who returns to the District from an absence due to illness or physical disability for which the employee did not receive pay directly from the District shall retain all previous experience credit and any unused leave time accumulated under the provisions of this Agreement at the beginning of the period of disability. The employee shall not accrue additional experience credit or leave time during the period of absence due to illness or physical disability for which the employee did not receive pay directly from the District.

Subd. 10

Accrued sick leave for each employee shall be computed by the Employer and such information shall be provided by the Employer to each employee annually.

Subd. 11

Accrued sick leave can be used by an employee to compensate for the difference between Workers' Compensation payments to an employee who has received a work related injury.

Section 3, Personal Leave

Subd. 1

Upon request, employees may be granted personal leave at the employer's discretion without salary deduction.

Twelve (12) month employees who are eligible to accrue vacation may use one (1) basic leave day each year for personal leave. If the personal leave day is not used prior to June 30, the day shall

be added to the employee's earned vacation. The personal leave day shall not be cumulative from year to year.

Twelve (12) month employees not eligible to accrue vacation may use two (2) basic leave days each year for personal leave. One personal day may be accrued up to one year if unused during the current school year.

Ten (10) month employees may use two (2) basic leave days each year for personal leave. One personal day may be accrued up to one year if unused during the current school year.

Except in an emergency, there shall be three (3) days notice to the supervisor of the request for leave under this Section.

#### Subd. 2

The number of leaves granted under this Section shall be limited to no more than ten percent (10%) of the employees described in Article II.

#### Subd. 3

Leave pursuant to this Section shall not be used when other sections of this agreement make provision for the absence.

### Section 4, Religious Leave

#### Subd. 1

Upon request, two (2) days of religious leave per year will be granted at the employer's discretion without salary deduction. There shall be three (3) days notice to the supervisor of the request for leave under this Section.

### Section 5, Family Illness Leave

Employees who have completed their probationary period may use up to three (3) days of basic leave each year to care for the medical needs of the employee's parent, sister, brother, spouse, child (age 20 or older), or grandchild.

In conjunction with the above listed Family Illness Leave, employees may use basic leave each year in compliance with [Minnesota Statute 181.9413](#) Sick Leave Benefits; Care of Relatives.

- a. An employee may use personal sick leave benefits provided by the employer for absences due to an illness of or injury to the employee's child, as defined in [Section 181.940, Subd. 4](#), adult child, spouse, sibling, parent, grandparent, or stepparent, for reasonable periods of time as the employee's attendance may be necessary, on the same terms upon which the employee is able to use sick leave benefits for the employee's own illness or injury. This section applies only to personal sick leave benefits payable to the employee from the employer's general assets.
- b. An employer may limit the use of personal sick leave benefits provided by the employer for absences due to an illness of or injury to the employee's adult child, spouse, sibling, parent, grandparent, or stepparent to no less than 160 hours in any 12-month period. This paragraph does not apply to absences due to the illness or injury of a child, as defined in [Section 181.940, Subd. 4](#).

- c. For purposes of this section, "personal sick leave benefits" means time accrued and available to an employee to be used as a result of absence from work due to personal illness or injury, but does not include short-term or long-term disability or other salary continuation benefits.
- d. For the purpose of this section, "child" includes a stepchild and a biological, adopted, and foster child.
- e. This section does not prevent an employer from providing greater sick leave benefits than are provided for under this section.

## Section 6, Family Illness Leave

Employees may use basic leave each year in compliance with [Minnesota Statute 181.9413](#) Sick Leave Benefits: Care of Relatives.

- a. An employee may use personal sick leave benefits provided by the employer for absences due to an illness of or injury to the employee's child, as defined in [Section 181.940, Subd. 4](#), adult child, spouse, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent, for reasonable periods of time as the employee's attendance may be necessary, on the same terms upon which the employee is able to use sick leave benefits for the employee's own illness or injury. This section applies only to personal sick leave benefits payable to the employee from the employer's general assets.
- b. An employee may use sick leave as allowed under this section for safety leave, whether or not the employee's employer allows use of sick leave for that purpose for such reasonable periods of time as may be necessary. Safety leave may be used for assistance to the employee or assistance to the relatives described in paragraph (a). For the purpose of this section, "safety leave" is leave for the purpose of providing or receiving assistance because of sexual assault, domestic abuse, or stalking. For the purpose of this paragraph:
  - i. "domestic abuse" has the meaning given in [Section 518B.01](#);
  - ii. "sexual assault" means an act that constitutes a violation under [Sections 609.342 to 609.3453](#) or [609.352](#); and
  - iii. "stalking" has the meaning given in [Section 609.749](#).
- c. An employer may limit the use of safety leave as described in paragraph (b) or personal sick leave benefits provided by the employer for absences due to an illness of or injury to the employee's adult child, spouse, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent to no less than 160 hours in any 12-month period. This paragraph does not apply to absences due to the illness or injury of a child, as defined in [Section 181.940, Subd. 4](#).
- d. For purposes of this section, "personal sick leave benefits" means time accrued and available to an employee to be used as a result of absence from work due to personal illness or injury, but does not include short-term or long-term disability or other salary continuation benefits.
- e. For the purpose of this section, "child" includes a stepchild and a biological, adopted, and foster child.
- f. For the purpose of this section, "grandchild" includes a step-grandchild, and a biological, adopted, and foster grandchild.

- g. This section does not prevent an employer from providing greater sick leave benefits than are provided for under this section.
- h. An employer shall not retaliate against an employee for requesting or obtaining a leave of absence under this section.

## Section 7, Death Leave

### Subd. 1

Leaves of absence without salary deduction and without deduction from accrued basic leave will be granted to employees who have completed their probationary period and are regularly scheduled to work at least fourteen (14) hours per week in the event of a death in the employee's family pursuant to the rules of this Article. Death leave for employees still in their probationary period will be deducted from basic leave. Requests must be made to the employee's supervisor in writing for leave under this provision. Said written request must set forth the basis for the requested leave.

### Subd. 2

Up to five (5) days per occurrence will be allowed in the case of the death of the employee's parents, sister, brother, spouse, child, grandchild, or blood relation residing in the same household.

### Subd. 3

Up to three (3) days per occurrence will be allowed in the case of the death of the employee's spouse's father, mother, sister, brother, grandparent and of the employee's grandparent.

### Subd. 4

Up to one (1) day per occurrence will be allowed in the case of death of other relative or close friend.

### Subd. 5

Additional leave may be requested and deducted from accrued basic leave under this Section at the discretion of the Employer, and if so authorized in writing.

## Section 8, Reimbursement for Unused Basic Leave

### Subd. 1

As of the end of each fiscal year, the clerical unit member may elect to be reimbursed for unused basic leave days. The reimbursement will be made directly to a District approved 401(a), 403(b) or 457 account.

### Subd. 2

To qualify for reimbursement, the employee's accrued basic leave must total at least 520 hours or 90 days, whichever comes sooner with less than 55 hours of basic leave being used during the previous twelve (12) months.

### Subd. 3

If the clerical unit member used between 0-32 hours of basic leave during the previous twelve (12) months, the clerical unit employee may be reimbursed for up to 56 hours of basic leave.

Subd. 4

If the clerical unit member used between 33-55 hours of basic leave during the previous twelve (12) months, the clerical unit member may be reimbursed for up to 40 hours of basic leave.

Subd. 5

The clerical unit member must file the request for reimbursement by May 31 of each year for payment on or before July 1.

Section 9, Jury Duty Leave

When an employee serves on jury duty, the employee will be granted the day or days necessary as stipulated by the court to discharge this civic responsibility. The employee shall immediately notify the Employer upon receipt of jury service notice. When the employee is released for a day or part of a day during any period of jury service, the employee shall report for work. The employee will receive pay for the hours the employee would have been regularly scheduled to work had the employee not been serving on jury duty.

Section 10, Child Care Leave

Child rearing leave of absences shall be available to employees for a period of time, not to exceed one calendar year, for the purpose of caring for a newborn infant for which the applicant has the legal responsibility for the care and/or support. Such leave is to be subsequent to the birth of the child or in the case of adoption, when the child is physically released to employee-parent.

Subd. 1

At least two (2) calendar months prior to the estimated delivery date of the child, the employee shall be required to notify the Employer in writing whether or not the employee intends to take child-rearing leave. This election may be changed at any time before the employee is no longer disabled from working due to childbirth or pregnancy related disability or before the fifteenth (15th) day after the birth of the child, whichever is sooner. The estimated commencement date shall be the physician's projected date the employee will no longer be disabled from working due to childbirth or pregnancy related disability.

Subd. 2

Upon filing an application for adoption of a child, the employee shall be required to notify the Employer in writing of the intention to take a child-rearing leave. Such notice is to include the estimated date when such leave shall become effective.

The actual commencement date of child-rearing leave shall be the date following the birth of the child on which the employee is no longer disabled due to childbirth and pregnancy related disability; or, in the case of adoption, the date when the child is physically released to the employee-parent. The return date shall be one (1) year following the actual commencement of the leave, except as may be provided for in Section 5.

If an employee complies with all the provisions of this section a child-rearing leave will be granted by the Employer. The Employer will notify the employee in writing of its action. By mutual agreement, the length of a child-rearing leave may be altered.

An employee returning from child-rearing leave will be reemployed in the employee's former position or in a position of comparable level and hours, at the employer's discretion.

Employees on child-rearing leave shall notify the Employer in writing at least thirty (30) calendar days prior to the specified return date of said leave of their intention to either: (1) return to employment as scheduled in accordance with the return date of the leave or, (2) resign.

The employee shall lose all re-employment rights if the employee fails or refuses to comply with Section 7.

An employee who returns from child-rearing leave within the provisions of this Article, shall retain all previous experience credit and any unused leave time accumulated under the provisions of this agreement at the beginning of the leave. The employee shall not accrue additional experience credit for leave time during the period of absence for child-rearing leave.

A child-rearing leave of absence granted under this article shall be a leave without pay or benefits except if required by the Family and Medical Leave Act.

#### Section 11, Other Long and Short Term Leaves

An employee may apply for a leave of absence for any reason not covered under other Articles of this Agreement.

An application for a leave of absence under this Section shall be made in writing to the Employer, setting forth the reason for the requested leave. No such leave shall be granted unless expressly authorized by the Employer in writing.

In considering such leave requests, the Employer will give consideration to the reason for the request, the effect on the system, the availability of a substitute and other factors as may be deemed relevant by the Employer. The granting or denying of such leave requests rests in the discretion of the Employer. All leaves will be limited to two years. If an employee on authorized medical leave exceeds the two-year limitation, the employee shall continue to be eligible for hospitalization, medical and major medical insurance benefits in accordance with Article XV, Section 2, even though the employee will have been deemed to have terminated employment.

Leaves of absence required by law will be granted according to the provisions of the law.

If an employee is granted a leave under this Section, the employee shall not be eligible for any of the fringe benefits provided for in this Agreement, nor for pay during said leave except as may be agreed upon in writing by the School Board at the time the leave is granted. Employees granted leaves under this Section shall be permitted to purchase at their own expense hospital/medical insurance fringe benefits to the extent permitted by the carriers involved. An exception to this for employees on medical leave who are also on Income Protection Insurance is described in Article XV, Section 2.

In the event that a leave is granted under this Section, the employee shall retain such amount of sick leave days and other accrued benefits, including seniority, as had accrued prior to the leave for use upon the employee's return. No accrual of leave or accrual for any other purpose shall take place during the time that the employee is on such leave, unless the Employer has expressly provided for such in writing at the time of granting the leave.

Employees on leave shall notify the Employer of their intention to return as may be required by the Employer.

Failure of an employee to return from any leave of absence granted under this Section at the specified date for return will result in termination of employment and loss of seniority and all accrued benefits.

### Section 12, Adoption Leave

Upon request to the Employer and approval from the supervisor, an employee who adopts a dependent child may use up to 10 days of basic leave for responsibilities associated with the adoption. To qualify for this leave, the employee shall provide the School District with documentation of the adoption. The number of approved days will be determined by the supervisor.

## **ARTICLE XIV: DISCIPLINE AND DISCHARGE**

### Section 1, Nature of Discipline

#### Subd. 1

No employee shall be disciplined or discharged without just cause. Under most circumstances, discipline shall be progressive in the following manner: verbal warning, written warning, suspension, or discharge.

#### Subd. 2

Only the Board of Education can dismiss an employee after the probationary period; however, the Superintendent or designee is authorized to suspend employees until their case is heard by the Board of Education. In the event of a suspension prior to Board action for discharge, the employee is entitled to remain on paid status until Board action is taken. Prior to discharge of the employee, the employee will be notified of the charges against the employee and have an opportunity to respond. The employee has a right to have a union representative present at the meeting.

#### Subd. 3

When suspension precedes a pending dismissal action, a final decision with respect to dismissal shall be made by the Board of Education. The Board may approve the dismissal or impose other discipline instead, including periods of suspension with or without pay, or overrule imposition of any discipline.

### Section 2, Representation and Notification

#### Subd. 1

When an employee is questioned regarding an investigation of a matter that may lead to disciplinary action, and it is determined that such action may be taken against an employee, the employee will be given an opportunity to have a Union Representative present before the Employer proceeds further to question the employee regarding the matter.

#### Subd. 2

Copies of all disciplinary action shall be provided to the employee without unreasonable delay, unless otherwise provided by state and federal data privacy laws. (See Article XXII, General Provisions, Section 2.)

## **ARTICLE XV: HOSPITAL/MEDICAL INSURANCE**

### Section 1

An employee shall be eligible for hospitalization, medical and major medical insurance benefits if the employee is regularly employed for not less than thirty (30) hours per week and is otherwise qualified under the terms of the insurance policy.

## Section 2

An employee shall continue to be eligible for hospitalization, medical and major medical insurance benefits if the employee is on a medical leave of absence, approved in writing, for a period not to exceed two (2) years. While on medical leave, only during the period the employee is receiving Income Protection Insurance under the provisions of Article XVII, the District shall pay \$60.00 toward the cost of health insurance for the employee.

## Section 3

### District Contributions for Health Insurance 2018-2020

<b>Type of Health Insurance Coverage</b>	<b>Monthly District Contribution</b>
Single	\$637
Employee +1	\$662
Family	\$796

The Employer shall pay \$637 each month effective July 1, 2018, through June 30, 2020, for individual coverage, towards the monthly premium for individual coverage for all employees who are eligible for, and are enrolled in, the School District Group Hospitalization, Medical, and Major Medical Plan, and who elect to receive individual coverage only. For employees who have not reached the age of sixty-five (65) such plan shall not be modified during the term of this Agreement to reduce the aggregate value of benefits except as may be mutually agreed in writing between the parties; employees over the age of sixty-five (65) shall be covered only by such provisions of a plan, if any, as the insurance carrier is willing to provide to the District for such employees. The additional cost of any premiums shall be borne by the employee and paid by payroll deduction while the employee is receiving pay from the District. The coverages and benefits provided shall be, in all cases, governed by the terms and condition of the insurance policy and policies and procedures of the insurance carrier. The Employer will select the insurance carrier and the insurance policy.

## Section 4

The Employer shall pay up to \$662 each month effective July 1, 2018, through June 30, 2020, toward the monthly premium for employee + 1 coverage and up to \$796 each month effective July 1, 2018, through June 30, 2020, toward the monthly premium for family coverage, for all employees who are eligible for, and are enrolled in, the School District Group Hospitalization, Medical and Major Medical Plan, and who elect to receive both individual, employee + 1, or family coverage. For employees under the age of sixty-five (65) such plan shall not be modified during the term of this Agreement to reduce the aggregate value of benefits except as may be mutually agreed in writing between the parties; employees over the age of sixty-five (65) shall be covered only by such provisions of a plan, if any, as the insurance carrier is willing to provide to the District for such employees. The additional cost of the premium shall be borne by the employee and paid by payroll deduction while the employee is receiving pay from the District. The coverages and benefits provided shall be, in all cases, governed by the terms and conditions of the insurance policy and the policies and procedures of the insurance carrier. The Employer will select the insurance carrier and the insurance policy. To qualify for family coverage, the employee must have eligible dependents as defined by the insurance carrier, and must make a request for such coverage on a form provided by the Employer.

## Section 5

An employee may elect to apply the actual monthly contribution the Employer is required to make for hospital/medical insurance as specified in Section 3 and Section 4 above, toward the District designated Health Maintenance Organization (HMO), provided the employee qualifies for such plan. The additional cost of the premium shall be borne by the employee and paid by payroll deduction while the employee is

receiving pay from the District. Coverages and benefits provided as well as eligibility shall in all cases be governed by the terms and conditions of the HMO contract and the policies and procedures of the HMO carrier. The Employer will select the HMO carrier and the contract of coverage.

### **ARTICLE XVI: LIFE INSURANCE**

The Employer shall pay for a \$25,000 term life insurance policy, each with a double-indemnity provision in the case of an accidental death for each employee who is regularly scheduled to work thirty (30) or more hours per week. Such life insurance provisions shall be available for employees only on the basis of the provisions and coverage the carrier is willing to provide. Life insurance provisions shall be available for employees over the age of sixty-five (65) only if offered by the insurance carrier and then only based on the provisions and coverage the carrier is willing to provide. The Employer will select the insurance carrier and the policy of the insurance.

### **ARTICLE XVII: INCOME PROTECTION INSURANCE**

The Employer shall pay the full premium for income protection insurance for each employee who is regularly scheduled to work thirty (30) or more hours per week. The employee shall be taxed on the employer paid premium. Such income protection insurance provisions shall be available for employees only if offered by the insurance carrier and then only on the basis of the provisions and coverage the carrier is willing to provide. Coverages and benefits provided shall be, in all cases, governed by the terms and conditions of the insurance carrier. Such income protection insurance provision shall be available for employees over the age of sixty-five (65), only if offered by the insurance carrier and then only based on the provisions and coverage the carrier is willing to provide. The Employer will select the insurance carrier and the insurance policy.

### **ARTICLE XVIII: DENTAL INSURANCE**

An employee shall be eligible for dental program benefits if the employee:

1. Is regularly employed for not less than thirty (30) hours per week and is otherwise qualified under the terms of the insurance policy;
2. Has not terminated employment with the District; and
3. Is enrolled in the District dental program, should such exist.
4. Family dental is available; the difference between family and single shall be borne by the employee.

The employer shall pay for individual dental coverage for all employees who are eligible for and enrolled in the School District Group Dental Plan.

### **Article XIX: Defined Contribution Voluntary Employee Beneficiary Association (VEBA) Plan**

#### **Section 1, Purpose of the Plan**

The purpose of the allocation is to encourage employees to develop a financial plan for their future by providing money for investment during the course of their employment with the District.

Section 2, Benefit

Employees shall receive a percent of base salary, for deposit into a VEBA-Post Retirement Account at the following percentage rates:

Completing 3 Years of Service (Year 4 through Year 9 of Service) ..... 2%  
Year 10 of Service and Thereafter ..... 4%

Employees shall be responsible for the monthly account maintenance fee.

Section 3, Allocation Year Begins July 1

The annual year for the allocation shall be July 1 through June 30. The allocation shall be pro-rated for any partial year of service.

**ARTICLE XX: SENIORITY LAYOFF AND EMPLOYMENT**

Section 1, Definition of Seniority

Seniority shall be defined as the continuous amount of time which an employee has been employed in the bargaining unit by the Employer as measured from the employee's most recent date of hire. The employee with the earliest date of hire without having seniority broken, as defined in this Agreement, shall have the most seniority, subject to the terms outlined below. If two employees have identical dates of hire, the employee with the earliest date of application shall be deemed to have the most seniority.

Section 2, Seniority List

On July 15 of each year, an updated seniority list will be posted on employee bulletin boards and sent to the Union showing the seniority of all employees covered by this Agreement through the preceding June 30. Said updated seniority list shall state the number of years each employee has accrued through the preceding June 30. Unless a written and dated statement challenging the seniority standing of any employee is filed by July 31, the seniority standing of the employees as shown on such list shall be deemed to be correct. The seniority list will otherwise be updated during the course of the year as it is necessary to effectuate the purposes of this Agreement. No employee shall be included on the seniority list until the employee has completed the probationary period. Upon completion of an employee's probationary period, the employee will be placed on the seniority list and accrued seniority hours shall be measured from the most recent date of hire.

Section 3, Loss of Seniority

An employee's continuous service shall be broken and all accrued seniority lost by any of the following:

1. Discharge for just cause.
2. Voluntary quit.
3. Failure to return to work in accordance with the terms of a leave of absence.
4. In the case of layoff:
  - a. Failure to request receipt of any or all future notices of position openings to which the employee is eligible to return (as outlined in Sections 5 and 7 of this Article).

Such request shall be made on a form provided by the Employer to be completed prior to layoff and updated thereafter by the employee.

- b. Failure to respond within fourteen (14) calendar days after receiving a request, in writing, from the Employer for the employee to specify the employee's intentions regarding future employment with the District.

"Receiving a request in writing" is interpreted to mean that the Employer shall send a certified letter (return receipt from employee only required) to the employee's last known address.

The letter shall contain a description of the available position(s) and a listing of the employee's options as outlined in Sections 5 and 7 of this Article.

If such letter is returned undeliverable, or if the employee fails to respond within fourteen (14) calendar days of such request, the employee shall be considered to have voluntarily quit employment and the employee's name shall be taken off the seniority list.

- c. Layoff of more than two (2) years.

#### Section 4, Layoff

For the purposes of this section, layoff is defined as:

1. Elimination of entire clerical assignment, or
2. Reduction of assignment by 350 or more hours per year, or
3. Reduction of assignment to below the hospital medical insurance benefit eligibility level

All affected employees shall be given two weeks' notice of the layoff.

#### Subd. 1. Exercise Bumping Rights

Employees who are affected by layoff shall be permitted to exercise their seniority standing to displace the employee with the least amount of bargaining unit seniority in their classification of equal contract hours per year for which they qualify if they meet the job qualifications/requirements of the current job description or demonstrate that they have the skills through the completion of a job qualification assessment conducted by the District, or, in the event there is no one with equal number of contract hours per year, to displace the employee with the least amount of seniority in their classification of lesser contract hours per year. Employees must meet the required qualifications of the current job description for the position into which they are eligible to bump.

If there are no employees in their classification of equal or lesser contract hours per year, an employee who is affected by layoff shall be permitted to displace the employee with the least amount of seniority in a lower classification of equal contract hours per year, or, in the event there is no one with equal contract hours per year in a lesser classification, to displace the employee with the least amount of seniority in a lower classification with lesser contract hours per year.

An employee who is displaced as a result of the above-described bumping rights shall have the right to displace the employee with the least bargaining unit seniority in a lower classification of equal contract hours per year, or, in the event there is no one with equal number of contract hours per year, to displace the least senior employee in a lower classification with lesser number of contract hours per year. In determining equal contract hours per year, differences of 200 hours or less per year will not be recognized (e.g. positions of 1625 and 1664 contract hours per year will be treated as equal

for purposes of implementing the layoff provisions contained in this section). An employee who assumes a new position as a result of the above procedure assumes the wage schedule which applies to the new position.

#### Subd. 2, Accept Layoff

In the alternative the employee may accept a layoff. Employees shall be recalled from layoff according to their bargaining unit seniority standing. An employee on layoff may be recalled to any open position even though it is not a position equivalent to that previously held by the employee and is at a lower wage rate. However, if an employee is recalled to a position which is not equivalent in wage to the one held prior to layoff, the employee shall be entitled to a preference for any subsequent position opening for which the employee is qualified, at a wage greater than the job the employee was recalled to, but less than or equivalent to the position held prior to layoff.

An employee on layoff may refuse a recall to an open position not equivalent and at a lower wage rate than the position previously held by the employee before being laid off. Such employee shall remain on the layoff list. An employee who refuses recall to an equivalent position at the same or higher wage rate will be removed from the layoff list and employment will be considered terminated.

An employee who bumps into a new position shall be granted a trial period to determine:

- a. ability to perform the job;
- b. desire to remain on the job.

#### Subd. 3, Accept Voluntary Severance Package

In the alternative, the employee may also have the option of a voluntary severance package in lieu of the above alternatives of bumping or accepting layoff, which would include the following:

- a. For employees with at least five (5) years of seniority, the voluntary severance package will provide for compensation of \$350 for each year of seniority for 10-month employees or \$450 for each year of seniority for 12-month employees, up to a maximum of \$9,000. The employee may designate that the funds be placed into a 403(b) or 457 account, a Voluntary Employee Beneficiary Association (VEBA) account as authorized under Section 501(c)(9) of the Internal Revenue Code, or paid directly to the employee via payroll.
- b. For employees with at least (10) years of seniority, the voluntary severance package will also provide for a one year continuation of District paid single health insurance.
- c. Employees who accept the voluntary severance option will sever employment with the District and be considered to have a break in service, and will not have access to any rights described in this Article.

#### Section 5, Determination of Employment

The Employer shall determine when a position is vacant and when it shall be filled.

#### Section 6, Posted Notice of Job Vacancies

- a. A notice of job vacancies shall be posted for a minimum of five (5) working days. During this period, all employees who wish to apply for the vacant position, including any employees on layoffs, may do so.

- b. Employees hired within twelve months from the date of the posting or employees who have transferred within twelve months from the date of the posting must receive the approval of their supervisor in order to submit an application for the job.

#### Section 7, Criteria for Filling Job Vacancies

Whenever a vacancy occurs, the position will be filled utilizing qualifications and other factors identified by the Employer on the posted notice of the position. Qualified bargaining unit employees applying for the position will be given preference for the position. Seniority applies only when internal bargaining candidates are equally qualified. Upon written request, the District will provide written notification to any unit employee who applied for and was not granted a position stating the reasons the employee was not hired.

#### Section 8

Whenever a vacancy occurs which requires a two-year Associate's degree, internal bargaining unit candidates who do not meet the two-year Associate's degree requirement may apply and compete based on successfully demonstrating that they have the job qualifications/requirements of the current job description through the completion of a job qualification assessment conducted by the District. The District will determine the qualifying score on the assessment. Upon meeting the above requirements, the candidate may compete for the job, but Article XX, Section 7 will not apply.

### **ARTICLE XXI: GENERAL PROVISIONS**

#### Section 1, Union Representative

The Employer agrees that during working hours, on the Employer's premises, and without loss of pay, union representatives shall be allowed to post on employee bulletin boards or distribute through the Employer's inter-office mail system to employees covered by this Agreement, notices of union meetings. In addition, the Employer agrees that the Union will be considered an approved user and may use the District's facilities according to District policy governing such groups.

#### Section 2, Personnel File

An employee's file shall be maintained, made accessible and destroyed in accordance with School Board policy. An employee shall be supplied with copies of any written disciplinary notices placed in the employee's file and be allowed to attach a written reply to the notice. (See Article XIV, Discipline and Discharge, Section 2, Subd. 2).

#### Section 3, Subcontracting

The Union recognizes that the right of contracting and sub-contracting is vested exclusively in the Employer. This right to contract or subcontract shall not be used for the purpose or intention of undermining the Union, nor to discriminate against any of the employees covered by this Agreement; contracting or subcontracting for economic reasons is not to be construed as undermining the Union nor discriminating against any of the employees covered by this Agreement.

### **ARTICLE XXII: WAGES AND CLASSIFICATIONS**

#### Section 1

Employees shall be compensated in accordance with the wage schedule, which is attached hereto and made a part hereof as "Appendix A".

#### Section 2

During the term of this Agreement, if the Employer should deem it necessary to establish any new positions, such positions and the corresponding wage schedule shall be established by the Employer.

The Union shall be notified by the Employer of the position and the wage schedule established at the time such schedule goes into effect, and the Union shall have the right to protest any rate so established, except that failure to protest such matter in writing within twenty (20) business days after notification shall waive the Union's right to any such protest. In the event the Union timely protests the establishment of any new wage schedule by the Employer pursuant to this Section, the parties agree to meet and negotiate concerning the rate structure of this new position.

### Section 3, Classification Review

A supervisor may request a review of a position that shows any changes in factors impacting the comparable worth value of the position. These changes must have been carried out for at least 3 months prior to the request for classification review.

To be considered for a review, an employee or the employee's supervisor must demonstrate that there has been a substantial evolution of the responsibilities in the position and these responsibilities have been carried out for at least the three month period prior to the request for classification review. The District will inform the employee in writing of the outcome of the classification review.

If the position is classified to a higher level, the incumbent shall continue to occupy the position. If the classification review results in an upward classification of the position, the employee's wage shall be increased effective the date upon which the request was submitted to Human Resources.

If the reclassification review continues to place the position at the same level, a written response to the employee shall include reasons for continuing the classification at the same level.

If the classification review results in a lowering of the classification of the position, the written response shall include the reasons for lowering the level of the position, and the person employed in the position shall continue to be paid at the rate appropriate for the level which existed prior to the classification review, so long as the employee shall occupy the position.

### Section 4

Employees will be paid on a bi-weekly basis.

### Section 5

The Employer reserves the right to hire an employee into any classification and at any step in the wage schedule.

### Section 6

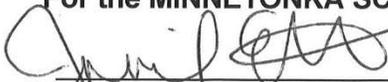
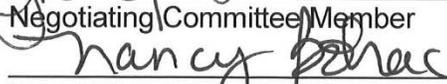
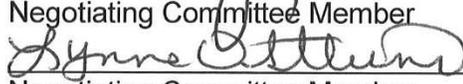
Any employee newly hired into the unit on a full-time basis may be credited up to three years of prior District credit at the District's discretion, providing this time is on a full-time basis in another bargaining unit in the employment of the District.

## **ARTICLE XXIII: DURATION**

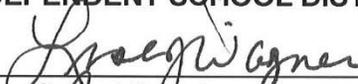
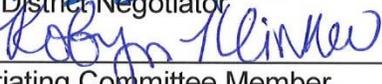
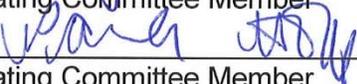
This Agreement shall remain in full force and effect for a period commencing on July 1, 2018, through June 30, 2020, and as provided by P.E.L.R.A., provided there shall be no step or longevity advancement by any clerical employee pursuant to Article XXIII and Appendix A, after June 30, 2020, until a successor Master Agreement has been negotiated and ratified by both parties. If either party desires to modify or amend this Agreement at its expiration, it shall give written notice of such intent no later than 120 calendar days prior to said expiration of this Agreement. Unless otherwise mutually

agreed, the parties shall not commence negotiations more than ninety (90) calendar days prior to the expiration of this Agreement.

**For the MINNETONKA SCHOOL OFFICE ASSISTANTS**

 _____ Negotiating Committee Member	10.24.18 _____ Date
 _____ Negotiating Committee Member	10/24/18 _____ Date
 _____ Negotiating Committee Member	10/23/18 _____ Date

**For the INDEPENDENT SCHOOL DISTRICT NO. 276**

 _____ Chairperson, School Board	10/24/18 _____ Date
 _____ Clerk, School Board	10/24/18 _____ Date
 _____ Chief District Negotiator	10-24-18 _____ Date
 _____ Negotiating Committee Member	10-24-18 _____ Date
 _____ Negotiating Committee Member	10.24.18 _____ Date

**2018-2020 WAGE SCHEDULES**

**EDUCATIONAL OFFICE EMPLOYEES**

<b>2018-2019 WAGE SCHEDULE</b>										
<b>LEVEL</b>	<b>Steps</b>			<b>Longevity Steps</b>						
	<b>1</b>	<b>2</b>	<b>3</b>	<b>4 &amp; 5</b>	<b>6 &amp; 7</b>	<b>8 &amp; 9</b>	<b>10 &amp; 11</b>	<b>12 &amp; 13</b>	<b>14 &amp; 15</b>	<b>16</b>
I	\$18.03	\$18.41	\$18.79	\$19.56	\$19.86	\$20.17	\$20.40	\$20.61	\$20.95	\$21.28
II	\$18.70	\$19.15	\$19.62	\$20.41	\$20.72	\$21.01	\$21.24	\$21.48	\$21.80	\$22.13
III	\$20.40	\$20.89	\$21.35	\$22.18	\$22.50	\$22.80	\$23.01	\$23.22	\$23.59	\$23.96
IV	\$21.70	\$22.20	\$22.69	\$23.54	\$23.86	\$24.17	\$24.38	\$24.60	\$24.99	\$25.36
V	\$22.32	\$22.85	\$23.37	\$24.22	\$24.53	\$24.82	\$25.06	\$25.26	\$25.65	\$26.04
VI	\$23.58	\$24.11	\$24.64	\$25.50	\$25.81	\$26.13	\$26.35	\$26.57	\$26.97	\$27.37
VII	\$24.22	\$24.73	\$25.25	\$26.14	\$26.44	\$26.77	\$26.99	\$27.22	\$27.63	\$28.03
<b>2019-2020 WAGE SCHEDULE</b>										
<b>LEVEL</b>	<b>Steps</b>			<b>Longevity Steps</b>						
	<b>1</b>	<b>2</b>	<b>3</b>	<b>4 &amp; 5</b>	<b>6 &amp; 7</b>	<b>8 &amp; 9</b>	<b>10 &amp; 11</b>	<b>12 &amp; 13</b>	<b>14 &amp; 15</b>	<b>16</b>
I	\$18.39	\$18.78	\$19.17	\$19.95	\$20.26	\$20.57	\$20.81	\$21.02	\$21.37	\$21.71
II	\$19.07	\$19.53	\$20.01	\$20.82	\$21.13	\$21.43	\$21.66	\$21.91	\$22.24	\$22.57
III	\$20.81	\$21.31	\$21.78	\$22.62	\$22.95	\$23.26	\$23.47	\$23.68	\$24.06	\$24.44
IV	\$22.13	\$22.64	\$23.14	\$24.01	\$24.34	\$24.65	\$24.87	\$25.09	\$25.49	\$25.87
V	\$22.77	\$23.31	\$23.84	\$24.70	\$25.02	\$25.32	\$25.56	\$25.77	\$26.16	\$26.56
VI	\$24.05	\$24.59	\$25.13	\$26.01	\$26.33	\$26.65	\$26.88	\$27.10	\$27.51	\$27.92
VII	\$24.70	\$25.22	\$25.76	\$26.66	\$26.97	\$27.31	\$27.53	\$27.76	\$28.18	\$28.59

Employees who have not reached step 16 shall be eligible for a step increase starting July 1 of each year from their current step providing they have been continuously employed in the bargaining unit for the preceding four (4) months. As of June 30, 2014, steps are no longer directly associated with years of service.

Employees are eligible to begin the longevity steps after accruing 4 years of seniority in the clerical unit.

If the position requires a two-year Associate's degree as a job qualification, the employee who has the required Associate's degree shall receive a differential of \$0.65 per hour effective July 1, 2015.

## **MEMORANDUMS OF UNDERSTANDING**

### **FRINGE BENEFIT CONTRIBUTION**

Effective January 1, 2019, in the event that the portion of the insurance allocation set out in Article XV, Section 3 which is used to pay for health insurance, exceeds by more than 5% the sum of the monthly premium, the District will pay such increase not to exceed \$50 per month. This language will sunset on June 30, 2020.

### **LONGEVITY STIPEND**

Employees who have been at the top longevity step for a minimum of one year will be eligible for a one-time payment of \$500 each contract year. Such one-time payment shall be paid as salary or a deposit into a 403b account. The payment will be made prior to October 1. The decision to deposit into a 403b account must be made by the eligible employee prior to Labor day each year. If no deposit decision is made by the eligible employee, then the one-time payment will be paid out via payroll.

### **CONTINUING EDUCATION**

The parties agree that employees will be eligible for an additional 30-cents per hour effective for completing 40 Continuing Education Credits (CEU).

The process includes the following:

- Human Resources must pre-approve university classes (courses must be germane to the assignment.)
- Supervisors must pre-approve non-university CEU's.
- CEU's will only be given for classes taken on or after July 1, 2016.
- CEU's will only be given for classes when the employee is not on work time.

Number of university credits will be converted to CEU's following the same formula that is used for the teachers.

- One semester credit = 24 CEU's
- One quarter credit = 16 CEU's

Non-university classes will be converted to CEU's hour for hour.

- One hour of class time = one CEU

Criteria:

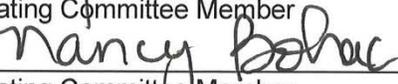
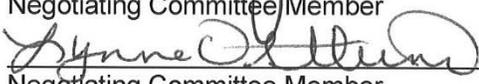
- Each university course can only be used toward one 30-cents per hour advancement.
- Each employee will be limited to one 30-cent increase per school year.
- Once an increase is given, the employee will start over in counting the university CEU's on July 1 of the subsequent year.
- University courses must be submitted and used during the school year in which they are completed unless the employee has not reached the 40 CEU requirement, then the employee can carry the CEU's over until he/she has met the 40 CEU requirement.
- Non-university CEU's can be carried over from year to year until the 40 hours are reached.

Submission Process:

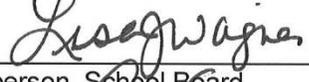
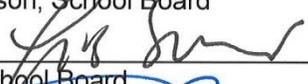
- A CEU completion form must be completed and submitted to Human Resources along with supporting documentation indicating date of completion, number of hours completed, and the name of the course.
- University credit requires a transcript verifying satisfactory completion of the course.
- Submission for advancement should only occur once the 40 CEU's have been completed.
- The 30-cents per hour increase will be effective the date the approved submission was received by Human Resources.

**Signatures for Memorandums of Understanding:**

**For the MINNETONKA SCHOOL OFFICE ASSISTANTS**

 _____ Negotiating Committee Member	10-24-18 _____ Date
 _____ Negotiating Committee Member	10/24/18 _____ Date
 _____ Negotiating Committee Member	10/23/18 _____ Date

**For the INDEPENDENT SCHOOL DISTRICT NO. 276**

 _____ Chairperson, School Board	10/24/18 _____ Date
 _____ Clerk, School Board	10/24/18 _____ Date
 _____ Chief District Negotiator	10-24-2018 _____ Date
 _____ Negotiating Committee Member	10-24-18 _____ Date
 _____ Negotiating Committee Member	10-24-18 _____ Date

**CLERICAL POSITIONS BY LEVEL**  
**LEVEL/POSITION**

LEVEL I	Attendance Office Assistant, MHS Department Support Assistant, MHS
LEVEL II	Receptionist, MHS Student Activities Office Assistant, MHS
LEVEL III	Admin/Prevention Services Office Assistant, MHS Adult Programs Office Assistant, MCEC Aquatics Office Assistant, MME College and Career Counseling Office Assistant, MHS Early Childhood Screening Office Assistant, MCEC ECFE Program Office Assistant, MCEC Explorers Club Billing Clerk, MCEC Explorers Club Enrollment Office Assistant, MCEC Explorers Club Office Assistant, MCEC/Groveland Guidance Office Assistant, MME and MMW Health Services Office Assistant, MCEC Human Resources Technician, DSC Marketing Support Office Assistant, DSC Minnetonka Community Education Office Assistant, MCEC School Office Assistant, Elementary and Middle Schools Office Assistant to Executive Director of Minnetonka Community Education, MCEC Receptionist and Communications Office Assistant, DSC Student Support Services Office Assistant, MHS and DSC Special Education Office Assistant, All School Buildings Vantage Program Office Assistant Youth Programs Office Assistant, MCEC
LEVEL IV	Accounts Payable Clerk, DSC Assessment Office Assistant, DSC Business Office/Accounting Clerk, DSC ECSE Program Office Assistant, MCEC Facilities Scheduler, DSC Nutrition Services Office Assistant, DSC Office Assistant for Administration and Student Support, MHS Office Assistant for Testing, MHS Office Assistant for Assistant Principal, MHS Office Assistant for Student Records, DSC Student Activities Office Assistant, MHS Student Support Services Office Assistant, DSC Teaching and Learning Office Assistant, DSC Tour de Tonka Office Assistant, MCEC
LEVEL V	Head Office Assistant, Elementary and Middle Schools Payroll/Benefits Clerk, DSC
LEVEL VI	Head Office Assistant, MHS
LEVEL VII	NONE