

MASTER

AGREEMENT

between

INDEPENDENT SCHOOL DISTRICT

NO. 549

PERHAM, MINNESOTA

AND

MINNESOTA SCHOOL EMPLOYEES ASSOCIATION

JULY 1, 2017 THROUGH JUNE 30, 2019

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**ARTICLE I
PURPOSE**

This Agreement is entered into between Independent School District No. 549, Perham, Minnesota, hereinafter referred to as the School District or District, and the Minnesota School Employees Association, hereinafter referred to as Exclusive Representative, 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 custodians, cooks, secretaries, cleaners, and paraprofessionals during the duration of this Agreement.

**ARTICLE II
RECOGNITION OF EXCLUSIVE REPRESENTATIVE**

Section 1. Recognition:

In accordance with the P.E.L.R.A., the School District recognizes the Minnesota School Employees Association as the Exclusive Representative for the custodians, cooks, secretaries, cleaners, and paraprofessionals employed by the School District, which Exclusive Representative shall have those rights and duties as prescribed by the P.E.L.R.A. and as described in the provisions of this Agreement.

Section 2. Appropriate Unit:

The Exclusive Representative shall represent all such employees of the District as defined in ARTICLE III, Section 2. below and the P.E.L.R.A. and in certification by the Commissioner of the Bureau of Mediation Services (BMS).

**ARTICLE III
DEFINITIONS**

Section 1. Terms and Conditions of Employment:

The term, “terms and conditions of employment,” means the hours of employment, the compensation therefor including fringe benefits except retirement contributions or benefits other than District payment of, or contributions to, premiums for group insurance of retired employees or severance pay, and the District’s personnel policies affecting the working conditions of the employees. “Terms and conditions of employment” is subject to the provisions of the P.E.L.R.A.

Section 2. Description of Appropriate Unit:

For purposes of this Agreement, the term, “Exclusive Representative,” shall mean all persons in the appropriate unit employed by the School District in such classifications as cleaner, custodian, lead cleaner and lead custodian, paraprofessional, secretary, lead cook, cook, kitchen assistant, signer-cuers, and technical facilitators and excluding the following: confidential employees, supervisory employees, essential employees, part-time employees whose services do not exceed the lesser of fourteen (14) hours per week or thirty-five percent (35%) of the normal week in the employee’s classification in the bargaining unit,

employees who hold positions of a temporary or seasonal character for a period not in excess of sixty-seven (67) working days in any calendar year unless those positions have already been filled in the same calendar year and the cumulative number of days in the same position by all employees exceeds sixty-seven (67) calendar days in that year, and emergency employees.

Section 3. School District:

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

Section 4. Pro-Rata:

For each employee, a ratio shall be determined in the following manner: number of hours worked **per week divided** by number of hours in the schedule below. This ratio shall be used to determine leave of absence benefits:

Custodians	40 hours,
Food Service	35 hours,
Secretaries	39 hours,
Paraprofessionals	35 hours,
Cleaners	40 hours.

Section 5. Other Terms:

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

**ARTICLE IV
SCHOOL DISTRICT RIGHTS**

Section 1. Inherent Managerial Rights:

The Exclusive Representative recognizes that the District is not required to meet and negotiate on matters of inherent managerial policy, which include, but are not limited to, such areas of discretion or policy as the functions and programs of the School District, 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 shall perform the services and duties prescribed by the School Board and shall be governed by the laws of the State of Minnesota and by 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 and recognizes that the School Board, all employees , and all provisions of this Agreement are subject to state and federal government laws. 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 managerial rights and managerial functions not expressly reserved in this Agreement, and all managerial rights and managerial functions not expressly delegated in this Agreement are reserved to the School District.

**ARTICLE V
EMPLOYEE RIGHTS**

Section 1. Right to Views:

Nothing contained in this Agreement shall be construed to limit, impair, or affect the right of any employee or his/her representative to the expression or communication of a view, grievance, complaint, or opinion on any matter related to the conditions or compensation of public employment or their betterment, so long as the same is not designed to and does not interfere with the full, faithful, and proper performance of the duties of employment or circumvent the rights of the Exclusive Representative.

Section 2. Right to Join:

Pursuant to the P.E.L.R.A., employees shall have the right to form and join labor or employee organizations and shall have the right not to form and join such organizations. Employees in an appropriate unit shall 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 employees.

Section 3. Request for Dues Checkoff:

Subd. 1. Payroll Deductions. Pursuant to Minn. Stat. §179A.06, the Employer will deduct from the regular payroll: Association dues for those employees in the bargaining unit who are members of the Association and who have requested in writing to have their regular Association dues paid by payroll deduction; and, for employees in the bargaining unit who have not requested to have Association dues deducted, the fair share fee in the amount certified in writing to the Employer by the Association.

Subd. 2. Remission of Withheld Funds. The aggregate of funds deducted and withheld from all employees in the bargaining unit shall be remitted by the Employer together with an itemized statement to the Minnesota School Employees Association no later than ten (10) days following the end of each payroll period.

Subd. 3. MSEA Bargaining Unit Changes. The Employer shall report to the Association the information on all employees including additions, deletions, and status changes within the bargaining unit. The report shall be made on a monthly payroll period basis and shall be transmitted no later than one (1) week following the end of each payroll period.

Section 4. Fair Share Fee:

In accordance with the P.E.L.R.A., any employee included in the appropriate unit who is not a member of the Exclusive Representative may be required by the Exclusive Representative to contribute a fair share fee for services rendered as Exclusive Representative. The fair share fee for any employee shall be in an amount equal to the regular membership dues of the Exclusive Representative less the cost of benefits financed through the dues and available only to members of the Exclusive Representative, but in no event shall the fee exceed eighty-five percent (85%) of the regular membership dues. The Exclusive Representative shall provide written notice of the amount of the fair share fee assessment to the School District and to each employee to be assessed the fair share fee.

A challenge by an employee or by a person aggrieved by the assessment shall be filed in writing with the Commissioner of the Bureau of Mediation Services (Commissioner), the School District, and the Exclusive Representative within thirty (30) days after receipt of the written notice. All challenges shall specify those portions of the assessment challenged and the reasons therefor, but the burden of proof relating to the amount of the fair share fee shall be on the Exclusive Representative. The School District shall deduct the fee from the earnings of the employee and transmit the fee to the Exclusive Representative within thirty (30) days after the written notice was provided, or, in the event a challenge is filed, the deductions for a fair share fee shall be held in escrow by the School District pending a decision by the Commissioner or court. Any fair share challenge shall not be subject to the grievance procedure.

The Exclusive Representative hereby warrants and covenants that it will defend, indemnify, and save the School District harmless from any and all actions, suits, claims, damages, judgments, and executions or other forms of liability, liquidated or unliquidated, which any person may have or claim to have, now or in the future, arising out of or by reason of the deduction of the fair share fee specified by the Exclusive Representative as provided in this Agreement.

Section 5. Personnel Files:

Members of the unit, upon written request to the supervisor having custody of their files, have the right to review the content of their personnel file and evaluations. Members of the unit shall have the right to reproduce, at their own expense, any of the contents of their file. Each member of the unit shall have the right to submit for inclusion in his/her file written information in response to any material in the file, and such information shall become part of the file. The District has the right to destroy files in accordance with Minnesota statutes.

**ARTICLE VI
RATES OF PAY**

Section 1. Rates of Pay:

Subd. 1. The wages and salaries reflected in APPENDIX A shall be a part of the Agreement for the period commencing July 1, 2017, to June 30, 2019.

Subd. 2. During the duration of this Agreement, advancement on any salary schedule shall be subject to the terms of this Agreement. In the event a successor Agreement is not entered into prior to the expiration of this Agreement, an employee shall be compensated according to the previous year's compensation until such time that a successor Agreement is entered into. Step and schedule increases will be retroactive to July 1 of said year upon entering into a successor Agreement.

Section 2. Paychecks:

Paychecks shall be distributed to employees once a month on the last business day of the month.

Section 3. Prior Experience:

Employees entering the District who have worked in similar jobs may be awarded one (1) full year of experience for each year worked. The maximum amount of outside experience allowed is two (2) years (Step 2). The School District may, upon written request of the Superintendent and after consulting with the Exclusive Representative, award more than two (2) years of experience (Step 3).

Section 4. Advancement on Salary Schedule:

If a new employee works more than one hundred (100) working days during their first year of employment, credit will be given for a full year's experience at the beginning of the new fiscal year or on renewal of the next Master Agreement.

Section 5. Night Shift Differential:

Any employee whose shift ends at or after 8:00 p.m. shall receive the night differential listed in APPENDIX A for his/her entire shift.

Section 6. Overtime:

Overtime at time and one-half rates shall be paid for all hours worked in excess of forty (40) hours per week. Overtime shall be approved by the employee's supervisor in advance in writing. In the case of emergency, the employee's supervisor shall be notified in writing during the next working day after the overtime is worked.

Section 7. Double-Time:

All hours worked on Sundays and paid holidays shall be paid at double-time rates of normal pay. All double-time must be approved by the business administrator in writing in advance of any scheduled double-time event.

Section 8. Minimum Call-Back Pay:

Employees called back to work shall receive pay for the actual hours worked with a minimum guarantee of two (2) hours' pay at the rate established by this Agreement. No mileage shall be paid.

**ARTICLE VII
GROUP INSURANCE**

Section 1. Selection:

The selection of the insurance carrier and policy shall be made by the School District as provided by law.

Section 2. Selection of School District’s Group Health and Hospitalization Plan:

No group shall select a group health and hospitalization plan that causes or will cause penalties, fees or fines to be assessed against the School District.

Section 3. Health and Hospitalization Insurance:

Subd. 1. During the first year of this Agreement, the School District shall contribute \$600.00 per month or the amount of the premium, whichever is less, toward health and hospitalization coverage. This coverage applies to all full-time employees as defined in Section 7. below, who are employed by the District and who qualify for and are enrolled in the School District group health and hospitalization plan. Any additional cost of the premium shall be borne by the employee and paid by payroll deduction.

Subd. 2. During the second year of this Agreement, the School District shall contribute \$650.00 per month or the amount of the premium, whichever is less, toward health and hospitalization coverage. This coverage applies to all full-time employees as defined in Section 7. below who are employed by the District who qualify for and are enrolled in the School District group health and hospitalization plan. Any additional cost of the premium shall be borne by the employee and paid by payroll deduction.

Subd. 3. In the event that both a husband and wife are employed by the District, the District shall provide combined contributions not to exceed the amount of a family premium. The amount of the premium contribution shall be subject to the pro-ration qualifications set forth in this section. Any excess premium per month that may occur in the future shall be divided evenly between the two employees and subtracted monthly from each pay period.

Subd. 4. For School-term employees, the District shall pro-rate the cost of their portion of the insurance premium over the school term (nine (9) months) to cover the cost of the twelve (12)-month period of time. The employee must notify the School District in writing by July 1 of each year if the employee wishes to not choose to have his/her insurance pro-rated for the following school year.

Section 4. Income Protection (LTD) and Life Insurance:

Subd. 1. Life Insurance. The District will provide each full-time employee enrolled in the District’s group term life insurance plan with a \$30,000.00 face value term life insurance policy as per limits of the carrier.

Subd. 2. Income Protection (LTD). The District will provide each employee the option of participating in an income protection plan at the employee’s expense. If income protection payments are made while accumulated, unused sick leave is still being drawn, then, to the extent permitted by the insurance policy, the employee may, at the employee’s option, continue to draw accumulated sick leave, not to exceed the difference between disability income payments and full pay or may take disability income payments and stop using accumulated sick leave, in which event, the unused, accumulated sick leave shall remain available to the employee.

Section 5. District's Obligation and Claims Against the School District:

The District's only obligation pursuant to this article is to purchase insurance policies and pay such amounts as agreed to in this Agreement. No claims shall be made against the District as a result of denial of insurance benefits by an insurance carrier.

Section 6. Duration of Insurance Contribution:

An employee is eligible for the District's contribution as provided in this article so long as the employee is employed on paid status by the District unless otherwise required by statute. Upon termination of employment, all of the District's contribution shall cease.

Section 7. District's Determination Final:

The final determination as to the purchase of insurance policies provided for by this article shall be made by the District pursuant to its legal obligations, but consultation shall be held between the District and Exclusive Representative or its designees with respect to preparation of specifications of said request for proposals.

Section 8. Eligibility – Full-Benefit:

Benefits provided in this article are designed for full-time employees. Employees who are employed an average of at least thirty (30) hours per week and one-hundred fifty (150) days in a school year shall be considered full-time employees for insurance purposes. Eligibility is subject to any limitations contained in the contract between the insurance carrier and the District.

Section 9. Eligibility – Pro-Rated Benefit:

To be eligible for group insurance benefits, a part-time employee must work a minimum of twenty (20) hours per week. If the employee is found to be eligible, group insurance benefits will be provided by dividing the number of hours worked per week by the employee by the hours defined for fulltime, which is thirty (30) hours per week.

**ARTICLE VIII
LEAVES OF ABSENCE**

Section 1. Sick Leave:

Subd. 1. All employees shall earn sick leave at the rate of eighteen (18) days for the first year of employment in the District and fifteen (15) days per year thereafter. Annual sick leave shall accrue monthly as it is earned on a proportionate basis to the employee's work year and on a proportionate basis to the hours worked per day. Sick leave may only be used as it is earned.

Subd. 2. Unused sick leave days may accumulate to a maximum credit of one-hundred twenty (120) times an employee's standard work day in hours of sick leave per employee. Any unused sick leave in excess of the maximum allowed shall be paid out at the rate of \$35 per full-time equivalent day. This sum shall be paid out to the employee at the end of each fiscal year.

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

Subd. 4. Sick leave with pay shall be allowed whenever an employee's absence is found to have been due to an illness/injury to a member of the employee's family, as defined by M. S. 181.9413, to include employee's child, adult child, spouse, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent. Sick leave benefits may be limited to one-hundred sixty (160) hours in any twelve (12)-month period when absences are 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.

Subd. 5. 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 or injury, 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 by the Superintendent or the Superintendent's designee.

Subd. 6. Sick leave allowed shall be deducted from the accrued sick leave days earned by the employee. No other type of leave days shall be deducted from the accrued sick leaves day unless otherwise addressed in this Agreement.

Subd. 7. Sick leave pay shall be approved only upon submission of a signed paper request or an electronic request through a District-approved leave management system.

Subd. 8. Sick leave days will be deducted during the year. If the employee goes beyond the days he/she has accumulated, his/her regular payroll check will reduce accordingly.

Subd. 9. Reduced hours and Unused Sick Leave Accumulation Maximums. If an employee's regular hours are reduced and his or her unused sick leave exceeds the new maximum number of hours allowed, no hours of unused sick leave already accumulated will be deducted from the employee's unused sick leave credit balance. Once the level of unused sick leave accumulation falls below the new maximum allowed, new hours of unused sick leave will begin to accumulate up to the maximum hours allowed.

Section 2. Workers' Compensation:

Pursuant to M.S. 176, 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 the employee's accrued sick leave.

Section 3. Bereavement Leave:

Subd. 1. Leave will be granted of up to four (4) days for death in the immediate family (father, mother, brother, brother's spouse, sister, spouse, sister's spouse, children, children's spouse, grandparents, grandchildren) of the employee and/or spouse (per incident).

Subd. 2. One day of bereavement leave shall be granted per incident when the death of a employee's aunt, uncle, niece or nephew occurs. The bereavement leave for aunt, uncle, niece or

nephew shall be deducted from the employee's discretionary leave. If the employee has no remaining discretionary leave the bereavement leave shall be deducted from the employee's accumulated sick leave.

Subd. 3. At the discretion of the Superintendent, additional days may be granted beyond the four (4) days; the employee will pay the cost of a substitute in excess of the four (4) days allowed. Only the amount paid the substitute will be deducted from the employee's salary (per incident).

Section 4. Discretionary Leave:

Three (3) days shall be earned per year and taken at the discretion of the employee. The employee shall make written application for discretionary leave absence at least three (3) days in advance of the leave. Leave shall be granted based on the availability of substitutes, should substitutes be necessary. Should requests for discretionary leave outnumber availability of qualified substitutes, employees' request for leave shall be granted on a first-written-requested, first-served basis. Two discretionary days may be rolled over into the following year. Should an employee cease employment with the District, discretionary leave will be pro-rated, as per amount of year worked. Discretionary leave may be used when school has been closed for inclement weather, provided the day is not made up.

Section 5. Child Care Leave:

Subd. 1. A child care leave may be granted by the School District subject to the provisions of this section. Child care leave may be granted to one (1) parent of a natural or adopted child provided the parent is caring for the child on a full-time basis.

Subd. 2. An employee making application for child care leave shall inform the Superintendent in writing of the intention to and reason for taking the leave. Application shall be made at least forty-five (45) calendar days before commencement of the intended leave, except in cases of emergency or FMLA leave.

Subd. 3. Child care leave will commence and end at a date to be agreed upon by the School District and the employee.

Subd. 4. In making a determination concerning the commencement and duration of a child care leave, the School Board shall not, in any event, be required to:

1. Grant any leave more than twelve (12) months in duration.
2. Permit the employee to return to his or her employment prior to the date designated in the request for child care leave.

Subd. 5. An employee returning from child care leave shall be re-employed in a position for which he or she is qualified unless previously discharged or placed on layoff.

Subd. 6. Failure of the employee to return pursuant to the date determined under this section shall constitute grounds for termination unless the School District and the employee mutually agree to an extension in the leave.

Subd. 7. An employee who returns from child care leave within the provisions of this section shall retain all previous experience credit for pay purposes and any unused leave time accumulated under the provisions of this Agreement at the commencement of the leave. The employee shall not accrue additional experience credit for pay purposes or leave time during the period of absence for child care leave, unless required by statute.

Subd. 8. An employee on child care leave is eligible to participate in group insurance programs if permitted under the insurance policy provisions but shall pay the entire premium for such programs as the employee wishes to retain, commencing with the beginning of the child care leave. The right to continue participation in such group insurance programs, however, will terminate if the employee does not return to the District pursuant to this section. An employee on unpaid leave and continuing to participate in the group insurance plan shall be charged a pro-rated amount based on the length of number of unpaid leave days divided by the total number of days in the duty year times the yearly insurance rate.

Subd. 9. Leave under this section shall be without pay or fringe benefits, unless required by statute.

Section 6. Child Care Leave:

The School Board shall grant one (1) day of child care leave upon the birth or adoption of an employee's child. This leave may be taken as a full day or two (2) half-day units, at the discretion of the employee, and is for the purpose of family adjustments with the infant. This leave is not to be deducted from any other leave, and the School District will assume the cost of the substitute. Employees may be eligible for additional leave as required by statute.

Section 7. Jury Duty Leave:

An employee summoned for jury duty or to give testimony before any judicial or administrative tribunal or mediation shall be compensated for the difference between the employee's pay and the pay received for the performance of such obligation, not including any payments for expenses.

Section 8. Association Leave:

Subd. 1. A leave of absence without pay and benefits of up to two (2) years shall be granted to any employee upon application for the purpose of serving as an officer of the Exclusive Representative. Upon return from such leave, such employee shall be placed at the same position on the salary schedule and shall retain those fringe benefits which were accrued prior to taking association leave.

Subd. 2. Unpaid Leave not to exceed twelve (12) days per year shall be granted to the Exclusive Representative or association (local, regional, or state level) for attendance at meetings and other functions deemed to be important to the position held. Additional unpaid days may be approved by the Superintendent upon consultation with MSEA.

Section 9. Public Office Leave:

This leave shall be granted for service in an elected public office in accordance with Minnesota statutes.

Section 10. Medical Leave:

Subd. 1. A non-probationary employee who is unable to work because of illness, injury, or pregnancy and who has exhausted all sick leave credit available or has become eligible for long-term disability compensation may, upon written request, be granted a medical leave of absence, without pay, up to one (1) year. This leave may be renewed at the discretion of the School District.

Subd. 2. A request for leave of absence or renewal thereof under this section shall be accompanied by a written doctor's statement outlining the condition of health and estimated time at which the employee is expected to be able to assume normal responsibilities.

Subd. 3. Insurance Application. An employee on unpaid leave 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.

Subd. 4 Credit. An employee who returns from an unpaid leave shall retain experience credit for pay purposes and other benefits which had accrued at the time leave commenced. No credit shall accrue for the period of time that an employee was on an unpaid leave.

Subd. 5. Eligibility. Leave benefits provided in this article shall apply only to regular, full-time employees as defined in ARTICLE VII above.

Section 11. Extended Leave of Absence:

At the discretion of the District, a leave may be granted, without pay and benefits, up to one (1) year, for family situations and education/training reasons.

Section 12. Unusual Circumstances:

In the event an unforeseen event prevents an employee from working a regularly scheduled work period, the employee may use personal leave days, compensatory time, vacation days, or the employee's compensation shall be reduced accordingly. In the event that this situation exists, the employee shall notify the District as soon as the situation permits.

Section 13. Family and Medical Leave:

FMLA leave shall be granted pursuant to applicable law.

Section 14. Sick Leave Bank:

Subd. 1. Purpose. The Sick Leave Bank grants paid sick leave to members who are medically certified as unable to perform the duties of their job as a result of a personal illness, injury, accident, disability or medical condition and who have exhausted all of their discretionary, sick, vacation and compensatory leave balances.

Subd. 2. Definition. The MSEA Sick Leave Bank is defined as a pool of local sick leave days contributed by eligible district personnel.

Subd. 3. Membership Eligibility. Eligibility is limited to all full-time and part-time (20 hours per week) employees in the MSEA bargaining unit of the Perham School District.

Subd. 4. Committee. A Sick Leave Bank Committee has been established to administer the bank and is comprised of two designees of the Employer and two designees of the Union. The decisions of this Committee are made by mutual consent and are neither grievable nor litigable. Its actions are appealable only to the Committee.

Subd. 5. Calendar. The Sick Bank calendar year is from July 1st through June 30th.

Subd. 6. Enrollment. Sick Leave Bank enrollment will be conducted during the benefits open enrollment time period. New employees will enroll at date of hire. New employees that fail to make an election within 30 days of their hire date will not be allowed to join the Sick Leave Bank until the following plan year.

Subd. 7. Contribution of Days. For employees who elect to join the Sick Leave Bank, one sick leave day will be subtracted from the employee's sick leave balance on an annual basis. It becomes the permanent property of the bank and cannot be returned. If a member uses any days from the bank during a bank year, the employee will be required to remain a member the next bank year and one day will be subtracted from the employee's sick leave balance during the member's next year of employment.

In the event, that as of June 30, the number of unused bank days is equal to or greater than 3 times the number of current members then employees who continue their membership the following year do not have to donate a sick day.

Subd. 8. Withdrawal of Days. The maximum number of days granted to any employee during any one bank year shall be 25. The maximum lifetime benefit shall be 100 days. Any member who has not used the maximum yearly or lifetime benefit may apply for days for any absence that meets all the regulations governing the withdrawal of days from the Sick Leave Bank.

Subd. 9. Withdrawal Eligibility.

1. The illness or injury is not covered by Workers' Compensation and/or such compensation benefit has been exhausted.
2. An acceptable medical certificate supporting the continued absence is on file.
3. No benefit days will be granted for elective absences, elective surgical or medical procedures or procedures that could be safely and reasonably postponed to extended school breaks.
4. Employee has not been disciplined for sick leave abuse during the past two years. Disciplinary action is to be interpreted by the Sick Leave Bank Committee.

ARTICLE IX HOURS OF SERVICE

Section 1. Basic Work Week and Basic Work Year:

Subd. 1. The regular work week, exclusive of lunch, and the regular work year shall be prescribed by the School District each year for regular employees.

Subd. 2. For custodians and cleaners, the work year shall consist of fifty-two (52) weeks per year. Custodians shall be scheduled so that two (2) weeks of the four (4) weeks, the work week will consist of five (5) consecutive work days.

Section 2. Shifts and Starting Time:

All employees will be assigned starting times and shifts as determined by the School District unless covered by other sections of the Agreement or School Board policy.

Section 3. Lunch Period:

Employees shall be provided a duty-free lunch period of at least thirty (30) minutes.

Section 4. Late Start/Early Dismissal and School Closing:

Subd. 1. Late Start/Early Dismissal. If employees have reported for work and school is canceled, they shall be paid for at least two (2) hours for the day. Employees may be excused at the discretion of the District. Employees shall be allowed to make up any lost time as long as it occurs within the same work week and does not mandate any overtime.

Subd. 2. School Closures. Work or training opportunities will be made available to all employees on District-scheduled late starts and early dismissal days. Training opportunities may be scheduled at a time other than the scheduled late start or early dismissal time. Para-professionals choosing not to work will not be paid for those hours. This subdivision does not apply to regularly scheduled staff development days.

Subd. 3. School Closures. Full-time employees who work two-hundred (200) days or more must utilize discretionary leave, compensatory time, vacations days or unpaid leave if they are not able to work on days when school is closed for inclement weather. Unpaid leave may be utilized according to the following schedule:

1. After five (5) years of employment in the District, an employee will be able to take up to two (2) days per year without pay for school closures.
2. After ten (10) years of employment in the District, an employee will be able to take up to three (3) days per year with pay for school closures.
3. After fifteen (15) years of employment in the District, an employee will be able to take up to four (4) days per year with pay for school closures.
4. After twenty (20) years of employment in the District, an employee will be able to take up to five (5) days per year with pay for school closures.

Section 5. School-Term Employees:

Those employees who work less than 180 days per year will work on days that students are in school. If these employees are needed during the normal school term when students are not attending school, they will be so advised by the District.

**ARTICLE X
HOLIDAYS**

Section 1. Paid Holidays:

Subd. 1. Full-time employees who work two hundred (200) days or more and also work more than 20 hours per week shall be granted the following paid holidays during their normal work year. The following holidays shall constitute the holidays recognized for 2017-2019: New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday following Thanksgiving Day, Christmas Eve and Christmas Day.

Subd. 2. On all such holidays, full-time employees shall receive a full holiday provided, however, that on each such holiday one (1) or more of the custodians may be assigned by the School District to perform the necessary heating and maintenance duties in their school building(s).

Section 2. School in Session:

The School District reserves the right, if school is in session, to cancel any of the above holidays and establish another holiday in lieu thereof. Any holidays which fall within an employee's vacation period shall not be counted as a vacation day.

Section 3. Weekends:

Holidays that fall on weekends will be observed on Friday if the holiday falls on Saturday and on Monday if the holiday falls on Sunday.

Section 4. Computation of Time:

All such holidays shall be considered as days worked in the computation of time.

Section 5. Eligibility:

In order to be eligible for holiday pay, an employee must have worked his/her regular work days before and after the holiday unless he/she is on excused illness, leave, or on vacation under these provisions. Holiday benefits as defined in this article apply only to full-time employees as defined in Section 1., Subd. 1. above.

**ARTICLE XI
VACATIONS**

Section 1. Eligibility:

Eligibility for the length of vacation of an employee shall be determined according to the following schedule of contract months.

Subd. 1. Employees working between 200-259 days and more than 20 hours per week shall earn two (2) days of vacation each year up to a maximum of ten (10) vacation days after five (5) years of service.

Subd. 2. All 260 days employees shall be granted vacation each year according to the following schedule:

<u>CONTINUOUS YEARS OF EMPLOYMENT:</u>	<u>ANNUAL VACATION EARNED:</u>
0-1 year	1 week
1-5 years	2 weeks
6 years	2 weeks plus 2 days
7 years	2 weeks plus 4 days
8-14 years	3 weeks
15 or more years	4 weeks

Subd. 3. An employee may take up to ten (10) days days of vacation per year during the regular school year when students are not in attendance (example: MEA, Christmas Break, Spring Break, etc.) and up to five (5) days during student attendance days. The five (5)-day provision is limited to one (1) employee per classification per building at any given time. This subdivision is subject to mutual agreement between the Superintendent or designee and the employee.

Subd. 4. An employee may only utilize a vacation day on days the employee would normally be scheduled to work.

Section 2. Vacation Time:

Subd. 1. Employees will begin to earn vacation during their first year of employment. Vacation days will be accrued on a monthly basis. Employees may use their vacation as it is earned (subject to the provisions of Subd. 2. below).

Subd. 2. If the employee resigns before completing a full year of service, he/she shall not be entitled to any vacation pay and shall have the salary paid for any vacation days taken deducted from his/her final check.

Subd. 3. An employee who has completed at least one (1) year of service and who subsequently resigns shall be entitled to receive the pro-rata pay for unused vacation time, provided such employee provides the School District with at least two (2) weeks' advance, written notice of his/her resignation time.

Subd. 4. No employee shall be allowed to carry over to a new fiscal year more than one (1) year's worth of vacation. The scheduling of all vacation time shall be determined by the School District in conjunction with the employee. If the employee has been unable to take vacation due to District-assigned work load over the course of the contract year, a three (3) week extension may be granted. All vacation time must be completed within that time frame.

Subd. 5. School term employees earn credit for vacation if they become a twelve (12)-month employee on the following basis; one (1) month credit for each month worked divided by twelve (12). This figure will be used for years of service to determine the amount of vacation the employee is due.

ARTICLE XII DISCIPLINE, DISCHARGE, AND PROBATIONARY PERIOD

Section 1. Probationary Period:

Employees shall serve a probationary period of one (1) calendar year of 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 procedure, 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 Agreement alleged to have been violated.

Section 2. Probationary Period - Change of Classification:

In addition to the initial probationary period, an employee transferred or promoted to a different classification shall serve a new probationary period of three (3) calendar months in any such new classification. During this three (3)-month probationary period, if the School District determines that the employee's performance in the new classification is unsatisfactory, the School District shall have the right to reassign the employee to his/her former classification.

Section 3. Just Cause:

Disciplinary action may be imposed upon an employee who has satisfactorily completed the initial probationary period only for just cause. Discipline shall be imposed in a timely manner.

Section 4. Disciplinary Action Records:

A written record of all disciplinary actions within the meaning of this article shall be provided to the involved employee(s) and may be entered into the employee's personnel record. Investigations into conduct which do not result in disciplinary action, however, shall not be entered into the employee's personnel record. The disciplined employee or union representative shall be entitled to submit a written response to be included in the employee's personnel record.

ARTICLE XIII SENIORITY

Section 1. Seniority:

Subd. 1. The parties recognize the principle of seniority within classification in the application of this Agreement. Toward that end, a written seniority list will be established within each unit and will be revised by October 15 each year. Upon adoption by the School Board, the seniority list shall be final for that year.

Subd. 2. When more than one (1) work shift is involved, the most senior employee shall have the right to choose between working the day or evening shift, based on meeting the requirements of the shift and prior practice.

Subd. 3. Current employees (hired prior to April, 1992) shall accumulate seniority in the classification in which they are employed, beginning the first day of service in the District. In the event that any employee (hired prior to April 1, 1992) shall change classification, that employee would retain all seniority earned in the original classification and begin to accumulate seniority in the new classification.

Subd. 4. Employees hired after April 1, 1992, shall accumulate seniority in the classification in which they are employed, beginning the first day of service in the District. In the event that any employee hired after April 1, 1992, shall change classification, that employee will lose all seniority earned in the original classification and will begin to accumulate seniority in the new classification.

Section 2. Seniority Date:

Employees shall acquire seniority upon completion of the probationary period, as defined in the Agreement, and, upon acquiring seniority, the seniority date shall relate back to the first date of service in a position governed by this Agreement. If more than one (1) employee begins work on the same day, seniority ranking for such employee shall be determined by the last four digits of the employee's social security number and whichever is higher shall be deemed more senior.

Section 3. Reduction in Force:

Subd. 1. The District may lay off any employee because of discontinuance of position, lack of work, financial limitations, or as otherwise necessary to manage its affairs properly.

Subd. 2. The District will identify positions to be eliminated. Employees in any job classification shall be laid off in inverse order of their seniority in that job classification according to the seniority list in effect at the time. An employee on layoff shall retain seniority and right to recall, within classification, in seniority order, for a period of eighteen (18) months after the date of layoff.

Subd. 3. If an employee has sufficient seniority to avoid layoff, the employee may displace the junior employee in that classification provided the employee is qualified to perform the duties of the position.

Subd. 4. No new employee shall be employed by the District to work in any job classification while an employee qualified for that classification is laid off unless the procedure specified below is followed. Employees laid off from a job classification shall be reinstated to a position in that classification in the inverse order in which they were laid off.

Subd. 5. A laid-off employee shall leave his/her name and address to which any notice of reinstatement or availability of position shall be mailed from the District office. Proof of deposit in the United States mail of the notice of reinstatement and availability of position shall be sufficient to discharge the District's duty to notify the laid-off employee. The laid-off employee shall have fifteen (15) work days from the date of mailing of such notice to accept the re-employment. Failure to reply within such fifteen (15)-day period shall constitute a waiver and forfeiture by the employee of any right to re-employment, and he/she shall be dropped from the seniority list permanently.

Subd. 6. Reinstatement rights shall automatically cease eighteen (18) months from the date layoff was commenced, and no further right of reinstatement shall exist thereafter, and the employee shall be dropped from the seniority list permanently.

Subd. 7. Before laying off an employee, the District shall give that employee written notice at least two (2) weeks in advance.

Section 4. Job Postings:

All job openings will be posted. Postings will be made on the appropriate bulletin boards within the District, and one (1) copy of the job posting will be sent to the steward(s) of the Exclusive Representative or his/her designee. Senior qualified employees shall have preference when considering applications for all job openings covered by this Agreement. Jobs shall be posted for a period of at least five (5) working days following official notification of the steward(s) of the Exclusive Representative or his/her designee.

**ARTICLE XIV
GRIEVANCE PROCEDURE**

Section 1. Grievance Definition:

The word, "grievance," shall mean an allegation by an employee resulting in 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. Representatives:

The employee, administrator, or School District may be represented during any step of the procedure by any person or agent designated by such party to act in the party's behalf.

Section 3. Definitions and Interpretations:

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

Subd. 2. Definition of “Days”. Any reference to the word, “days,” regarding time periods in this procedure shall refer to working days. The term, "working day," is defined as all week days not designated as holidays by state law.

Subd. 3. Computing Time. In computing any period of time prescribed or allowed by procedures in this article, the date of the act, event, or default for which the designated period of time begins to run shall not 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/Postmark. The filing or service of any notice or document required by this Agreement shall be timely if it bears a postmark of the United States mail, is electronically filed that bears a time and date stamp, or is personally served within the time period.

Section 4. Time Limitation and Waiver:

A grievance shall not be valid for consideration unless the grievance is submitted in writing to the School District's designee, setting forth the facts and the specific provision(s) of the Agreement allegedly violated and the particular relief sought within ten (10) days after the date the event giving rise to the grievance occurred. Failure to file any grievance within such period shall be deemed a waiver of the grievance. Failure to appeal a grievance from one level to another within the time periods provided below shall constitute a waiver of the grievance. An effort shall first be made to adjust an alleged grievance informally between the employee and the District's designee.

Section 5. Adjustment of Grievance:

The School District and the employee shall attempt to adjust all grievances which may arise during the course of employment of any employee within the School District in the following manner:

Subd. 1. Level I. If the grievance is not resolved through informal discussions, the School District’s designee(s) shall give a written decision on the grievance to the parties involved within six (6) days after receipt of the written grievance.

Subd. 2. Level II. In the event the grievance is not resolved in Level I, the decision rendered may be appealed to the Superintendent, provided such appeal is made in writing within five (5) days after receipt of the decision in Level I. If a grievance is properly appealed to the Superintendent, the Superintendent or his/her designee shall set a time to meet regarding the grievance within ten (10) days after receipt of the appeal. Within six (6) days after the meeting, the Superintendent or his/her designee shall issue a decision in writing to the parties involved.

Subd. 3. 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 six (6) days after receipt of the decision in Level II. If a grievance is properly appealed to the School Board, the School Board shall hear the grievance within twenty (20) days after the receipt of the appeal. Within twelve (12) 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 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 shall then render the decision.

Subd. 4. By mutual agreement, the parties may request grievance mediation at any time by sending a written request to the Bureau of Mediation Services and by sending a copy of such requests to the other party.

Section 6. School Board Review:

The School Board reserves the right to review the decision issued under Level I and Level II of this procedure provided the School Board or its representative(s) notifies the parties of the intention to review within twelve (12) 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(s) to issue a decision within the time periods provided in this article shall constitute a denial of the grievance, and the employee may appeal it to the next level.

Section 8. Arbitration Procedures:

In the event that the employee and the School Board are unable to resolve any grievance, the grievance may be submitted to arbitration as defined in this article:

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 twelve (12) days following the decision in Level III of the grievance procedure.

Subd. 2. Prior Procedure Required. No grievance shall be considered by the arbitrator which has not been duly processed in accordance with the grievance procedure and appeal provisions.

Subd. 3. Selection of Arbitrator. The District and the employee representative shall endeavor to select a mutually acceptable arbitrator to hear and decide the grievance. If the District and the employee representative are unable to agree on an arbitrator, they may request from the Commissioner of the Bureau of Mediation Services, State of Minnesota, a list of five (5) names. The list maintained by the Commissioner of the Bureau of Mediation Services shall be made up of qualified arbitrators who have submitted an application to the BMS. The parties shall alternately strike names from the list of five (5) arbitrators until only one (1) name remains. The remaining arbitrator shall hear and decide the grievance. If the parties are unable to agree on who will strike the first name, the question shall be decided by a flip of the coin.

Subd. 4. Submission of Grievance Information. Upon appointment of the arbitrator, the appealing party shall, within six (6) days after notice of appointment, forward to the arbitrator, with a copy to the School Board, the submission of the grievance which shall include the following:

1. The issues involved,
2. Statement of the facts,
3. The written documents relating to Section 5. above either before or at the time of the hearing.

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

Subd. 6. Decision. The decision by the arbitrator shall be rendered within thirty (30) days after the close of the hearing. Decisions by the arbitrator in cases properly before him or her shall be final and binding upon the parties.

Subd. 7. Expenses. Each party shall bear its own expense in connection with arbitration, including expenses relating to the party's representatives, witnesses, and any other expenses which the party incurs in connection with presenting its case in arbitration. A transcript or recording of the hearing shall be made at the request of either party. The parties shall share equally fees and expenses of the arbitrator, the cost of the transcript or recording if requested by either or both parties, and any other expenses which the parties mutually agree are necessary for the conduct of the arbitration.

Subd. 8. Jurisdiction. The arbitrator shall have jurisdiction over disputes or disagreements relating to grievances properly before the arbitrator pursuant to the terms of this procedure. The jurisdiction of the arbitrator shall not extend to proposed changes in terms and conditions of employment as contained in this Agreement; nor shall the 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 in this article; nor shall the jurisdiction of the arbitrator extend to matters of inherent managerial policy, which shall include, but not be limited to, such areas of discretion or policy as the functions and programs of the District, its overall budget, utilization of technology, the organizational structure, and selection and direction and number of personnel. In considering any issue in dispute, in his/her order, the arbitrator shall give due consideration to the statutory rights and obligations of the District to efficiently manage and conduct its operation within the legal limitations surrounding the financing of such operations.

Section 9. Election of Remedies and Waiver:

A party instituting any action, proceeding, or complaint in a federal or state court of law or before an administrative tribunal, federal agency, state agency, or seeking relief through any statutory process for which relief may be granted, the subject matter of which may constitute a grievance under this Article. Upon instituting a proceeding in another forum as outlined in this Agreement, the employee shall waive the right to initiate a grievance pursuant to this article, or, if the grievance is pending in the grievance procedure, the right to pursue it further shall be immediately waived. This section shall not apply to actions to compel arbitration as provided in this Agreement or to enforce the award of an arbitrator.

**ARTICLE XV
PART-TIME EMPLOYEES**

Section 1. Salary:

Part-time employees shall be placed on the salary schedule as described in ARTICLE VI above.

Section 2. Vacations:

To be eligible for vacation pay, a part-time employee must be employed more than two hundred (200) days and work more than twenty (20) hours per week. Vacations are defined in ARTICLE XI above. Vacation time will be pro-rated as defined in Section 2. of that article.

Section 3. Seniority:

Part-time employees shall be placed on the same seniority list as full-time employees on a pro-rata basis as determined in ARTICLE III, Section 5. above.

Section 4. Leaves of Absence:

Part-time employees shall be eligible for leaves of absence as described in ARTICLE VIII above on a pro-rata basis. Leave shall be pro-rated according to the ratio as computed in ARTICLE III, Section 5. above.

Section 5. Long-Term Substitutes and Interim Employees:

Subd. 1. Definition. Long-term substitutes and interim employees are employees who work in a position lasting sixty-seven (67) work days or less during a calendar year. These employees are not members of the bargaining unit and are not eligible for benefits.

Subd. 2. Posting. The District is not obligated to post a substitute position as defined in Subd. 1. of this section unless the position will last longer than sixty-seven (67) days in a calendar year. Positions lasting longer than sixty-seven (67) days in a calendar year will be posted as a permanent position pursuant to ARTICLE XIII, Section 6. above.

**ARTICLE XVI
SEVERANCE PAY AND 403B**

Section 1. Eligibility for Severance:

An employee who has fifteen (15) or more years of full-time, continuous service with the School District shall be entitled to receive severance pay upon actually leaving service of the District. Such severance shall be equal to the number of full-time, equivalent, eight (8)-hour days of accumulated sick leave multiplied by \$45.00 for each day.

Section 2. Severance Post-Retirement Health Care Savings Plan:

All eligible employees will have one hundred percent (100%) of the eligible amount deposited in a post-retirement health care savings account. The District will select a specific provider for the post-retirement health care savings plan. This benefit will be placed in a VEBA or VEBA-like trust. This arrangement constitutes a voluntary employees' beneficiary association under section 501 c (9) of the Internal Revenue Code. Administrative fees allocable to the individual accounts

of the retirees shall be paid by the individual eligible for the benefit. The District's severance amount will be reduced by the total amount that the District has contributed to the 403(b) tax-deferred annuity contract(s). If the Board's contribution is less than the severance pay amount the employee qualifies for, the difference will be paid by the District as a lump sum payment.

Section 3. Eligibility for 403B Match:

The District's match to an employee's qualified 403(b) tax deferred annuity shall become available to an employee when he/she has completed three (3) years of employment in the District. An employee may contribute to a qualified 403(b) tax deferred annuity on his/her own prior to becoming eligible for the District's match.

Section 4. 403B Vendors:

The following are approved companies for 403B accounts:

Catholic Aid Association
Ameriprise Financial
Horace Mann Life Insurance Company
Lincoln National Life Insurance Company
MEA ESI Educators Financial Assurance
Thrivent Financial for Lutherans
Vanguard Fiduciary Trust Company
Variable Annuity Life Insurance Company
Aspire

Section 5. Amount:

For each dollar that an employee contributes via payroll deduction to a qualified 403(b) tax deferred annuity, the District shall contribute one dollar to the same annuity, up to a maximum annual contribution that is equal to one and one-half percent (1.5) during the 2017-2018 school year and two percent (2%) during the 2018-2019 school year of the employee's gross annual salary. For the purposes of this section, the employee's gross annual salary shall be calculated by multiplying his/her hourly rate by the number of hours in effect on July 1st of each fiscal year.

Section 6. Enrollment:

An eligible employee may initiate his/her participation in the District match by submitting the appropriate forms to the Business Office at least thirty (30) days prior to July 1st.

Section 7. Renewal:

Once an employee has initiated the District match, his/her participation will continue at the same level unless he/she notifies the District in writing of a change. Changes in an employee's level of participation shall be allowed only at the start of a fiscal year (July 1) and shall then continue in effect for that fiscal year.

**ARTICLE XVII
GENERAL PROVISIONS**

Section 1. Exclusive Representative Meetings:

Exclusive Representative meetings shall not be held on school time without written permission of the Superintendent or designee. The Association shall be allowed to utilize the school buildings for meetings without fees according to School District policy.

Section 2. Dissemination of Agreement:

Each employee shall be given an electronic copy of this Agreement, with two paper copies sent to the Exclusive Representative. At the time a new employee is placed on the payroll, that employee shall be given a copy of this Agreement.

**ARTICLE XVIII
DURATION**

Section 1. Term and Reopening Negotiations:

This Agreement shall remain in full force and effect for a period commencing on its date of July 1, 2017, through June 30, 2019, and thereafter until modifications are made pursuant to the P.E.L.R.A. If either party desires to modify or amend this Agreement commencing at its expiration, it shall give written notice of such intent to the other party no later than sixty (60) days prior to said expiration. Unless otherwise mutually agreed, the parties shall not commence negotiations more than sixty (60) days prior to the expiration of this Agreement.

Section 2. Effect:

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

Section 3. Finality:

Any matters relating to the terms and conditions of employment, whether or not referred to in this Agreement, shall not be open for negotiation during the term of this Agreement.

Section 4. Severability:

The provisions of this Agreement shall be severable, and if any provision or the application of any such provision under any circumstances is held invalid, it shall not affect any other provisions of this Agreement or the application of any provision.

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

FOR THE EXCLUSIVE REPRESENTATIVE

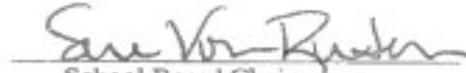

President


Secretary


Chief Negotiator

Dated this 17 day of June, 2018

FOR THE SCHOOL DISTRICT


School Board Chairperson


School Board Chief Negotiator


School Board Clerk

Dated this 13th day of June, 2018

APPENDIX A

SALARY SCHEDULE

	Step	2017-18	2018-19
Paraprofessional	1	\$ 13.57	\$ 14.07
	2	\$ 13.95	\$ 14.45
	3	\$ 16.37	\$ 16.87
Secretary	1	\$ 13.63	\$ 14.13
	2	\$ 14.15	\$ 14.65
	3	\$ 16.82	\$ 17.32
Cleaner	1	\$ 12.80	\$ 13.30
	2	\$ 13.26	\$ 13.76
	3	\$ 14.88	\$ 15.38
(Lead Cleaner \$0.50/Hour additional to Cleaner rate)			
Custodian	1	\$ 15.08	\$ 15.58
	2	\$ 16.64	\$ 17.14
	3	\$ 17.98	\$ 18.48
Kitchen Assistant	1	\$ 12.38	\$ 12.88
	2	\$ 12.74	\$ 13.24
	3	\$ 14.82	\$ 15.32
Cook	1	\$ 13.01	\$ 13.51
	2	\$ 13.36	\$ 13.86
	3	\$ 15.49	\$ 15.99
Lead Cook	1	\$ 14.23	\$ 14.73
	2	\$ 14.58	\$ 15.08
	3	\$ 16.84	\$ 17.34
Signer/Interp./Cuer.	1	\$ 13.44	\$ 13.94
	2	\$ 15.65	\$ 16.15
	3	\$ 19.54	\$ 20.04
Signer/Interp./Cuer II	1	\$ 26.31	\$ 26.81
	2	\$ 28.52	\$ 29.02
	3	\$ 32.40	\$ 32.90
Tech Facilitator	1	\$ 17.71	\$ 18.21
	2	\$ 18.32	\$ 18.82
	3	\$ 19.10	\$ 19.60

Step movement shall occur each Agreement year on July 1. Longevity movement shall occur each Agreement year on July 1 based on years of service to the District.

Employees shall receive an additional amount per hour added to their regular hourly rate of pay for all hours the employee receives pay for as follows:

<u>YEARS OF SERVICE</u>	<u>STIPEND</u>
	2017-18/2018-19
• Beginning on the employee's tenth year of service to the District and continuing through year fourteen (10-14 years)	\$.20/\$.40
• Beginning on the employee's fifteenth year of service to the District and continuing through year nineteen (15-19)	\$.30/\$.60
• Beginning on the employee's twentieth year of service to the District and continuing (20 years and more)	\$.40/\$.80

COOKS: The District will assume cost for cooking school, tuition, and transportation. Arrangements must be made and written approval given by the Superintendent or his/her designee.

CUSTODIANS: The District will assume the cost of boiler license fees, custodians' boiler school tuition, and transportation. Arrangements must be made and approved in writing by the Superintendent or his/her designee.

UNIFORM ALLOWANCE: All cooks, custodians, and cleaners shall be provided with three (3) uniforms consisting of pants and a shirt per uniform and one (1) pair of shoes each year. In addition, custodians and cleaners shall receive one (1) jacket, if needed, each year. (If a custodian's or cleaner's jacket is damaged during the year beyond repair due to work duties, the District shall work with the employee to replace the jacket if needed.)

NIGHT DIFFERENTIAL: Employees working a night shift shall receive an additional \$.60 per hour for the term of this Agreement.

LETTER OF AGREEMENT

This LETTER OF AGREEMENT is between the School District and the Exclusive Representative. This Agreement concerns the modification and/or creation of summer hours and work schedules for eleven (11) through twelve (12)-month employees:

1. Alternate summer schedules will be adopted at the discretion of the District. During the summer months when the regular school year has ended and before the new school year starts, custodians, cleaners, and secretaries may show their preference by vote within each job classification whether to vary the hours and number of workdays scheduled each week during the summer months. The schedules shall either be four (4) or five (5) workdays per week.
2. If a classification chooses to work a shorter workweek, the overtime obligation shall be equivalent forty (40) hours per week.
3. For all weeks in which a holiday falls, the workweek shall revert to four (4) eight (8)-hour days with the holiday counting as the fifth eight (8)-hour day. Leave shall be accrued and used in hourly segments. An employee absent from work for a day of vacation or discretionary leave or sick leave or leave of any type shall use hours of leave equivalent to his/her scheduled workday.
4. This Agreement shall be valid for the 2017-2018 and 2018-2019 school years.

IN WITNESS WHEREOF, the parties agree to the terms and conditions stated in this Agreement:

FOR THE EXCLUSIVE REPRESENTATIVE



Greg Gardner, MSEA Field Representative

Dated: 6-14-18

FOR THE SCHOOL DISTRICT



Mitch Anderson, Superintendent

Dated: 6-14-18

