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**PREAMBLE**

This agreement entered into this first day of July, 2020, by and between Independent School District No. 761, Owatonna, Minnesota

hereinafter referred to as the Employer, and Local 147, affiliated with the American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the Union, pursuant to and in compliance with the Public Employment Labor Relations Act of 1971 (as revised by the Legislature) hereinafter referred to as the PELRA of 1971, to provide the terms and conditions of employment for secretary/clerical employees of School District No. 761.

### **DISCRIMINATION**

No person in the United States shall, on the grounds of race, color, religion, sex, age, national origin, disability, or any other basis as prohibited by law be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity of Independent School District No. 761.

Nothing in this Agreement shall be construed or applied to deny to any Employee the employment opportunities stated within. Any alleged denial of these employment opportunities may be a direct violation of employment practices and shall be submitted to the grievance procedure.

### **EMPLOYEE HARASSMENT**

It is the policy of the Owatonna Public Schools to maintain a learning and working environment that is free from unwelcome verbal or physical conduct that harasses, disrupts, or interferes with Employee work performance or creates an intimidating, hostile, or offensive work environment.

Employee harassment is any unwelcome conduct that illegally discriminates against an Employee and includes sexual harassment. Sexual harassment includes unwelcome sexual advances, requests for sexual favors or other inappropriate verbal or physical conduct of a sexual nature.

The Employer will act to investigate all complaints, either formal or informal, verbal or written, of harassment and discipline any Employee who harasses a student or Employee of the School District according to current Board policy.

### **ARTICLE I** **RECOGNITION**

The Employer hereby recognizes the American Federation of State, County and Municipal Employees, AFL-CIO, Council 65, Local Union No. 147, Chapter C, as the exclusive representative for all Secretarial/Clerical Employees of Independent School District No. 761, Owatonna, Minnesota, who meet the definition of public employee as specified in Minnesota Statute Section 179A, Subdivision 7, excluding supervisory and confidential employees. This agreement shall not apply to clerical duties customarily performed by district aides nor shall it apply to incidental clerical duties performed by excluded classifications.

Part-time Employees who are not regularly scheduled to work thirty (30) hours per week or more shall not be eligible for any of the benefits of this Agreement, unless otherwise specified.

Membership in the union is not a condition of employment. An Employee does not have to belong to the union in order to be employed by the Employer.

**ARTICLE II**  
**SALARY DEDUCTION AND DUES CHECK OFF**

**Section 1 - Dues and Deductions**

The Employer shall deduct from the wages of Employees who authorize such a deduction in writing an amount necessary to cover the monthly union dues. Such monies and a list of Employees from whom such deduction has been made shall be remitted to the Union.

**Section 2 - Indemnification**

The Union agrees to indemnify and hold the Employer harmless against any claim, suit or judgment brought or issued against the Employer as a result of any action taken or not taken by the Employee under the provisions of this Article.

**Section 3 - Union Meetings**

Union meetings shall be held outside of regular work hours unless called by supervisory or administrative personnel when deemed necessary.

**ARTICLE III**  
**EMPLOYMENT DEFINITIONS**

**Section 1 - Full Time Employment**

Full-time Employees shall be defined as those Employees regularly scheduled for thirty (30) hours or more per week.

**Section 2 - Part Time Employment**

Part-time Employees shall be defined as those Employees regularly scheduled for less than thirty (30) hours per week.

### **Section 3 - Work Schedule**

Eight (8) hour positions shall be scheduled to begin not earlier than 7:30 a.m., and conclude no later than 5:00 p.m. daily during the days when school is in session unless mutually agreed upon by the Employee and their supervisor, with a minimum of one-half (1/2) hour unpaid lunch period and a fifteen (15) minute paid rest period in the morning and in the afternoon. The lunch period shall be scheduled between the hours of 11:30 a.m. and 1:00 p.m., the rest period shall be scheduled at the midpoint of the morning and the afternoon.

Part-time Employees shall be entitled to the rest periods as defined above, and shall be entitled to an unpaid lunch period of one-half (1/2) hour on days when they are scheduled in excess of four (4) hours.

Employees shall work seven and one-half (7 1/2) hours on the following days: Wednesday before Thanksgiving, Thursday before Good Friday, and the day prior to Christmas Eve Day.

Employees who are hired for the academic school year (9-10 months) shall be given the opportunity for summer employment when the need for said summer work arises, provided, the Employee is qualified to fill the position. The provisions of Article VII of the Agreement shall be used when calling Employees for summer work. This opportunity shall not be construed to apply to clerical duties customarily performed by district aides, nor to incidental clerical duties performed by excluded classifications.

### **Section 4 - Certification and Licensing**

It shall be the duty of the Superintendent of Schools or his designee to see that a person nominated for employment shall meet all qualifications established by law and by Employer for the type of position for which such nomination is made.

In the event any Employee in the bargaining unit is required to hold a license mandated by the Employer or the State of Minnesota, the Employer shall meet and negotiate premium pay for said licensure.

**Section 5 - Temporary Assignment**

An Employee temporarily transferred to a higher paid classification for a period of ten (10) consecutive days or more shall be compensated for all hours worked in the higher classification in excess of ten (10) days at a higher rate of pay. An Employee temporarily transferred to a lower classification shall suffer no reduction in wages.

**Section 6 - Overtime**

Hours worked beyond normal assignment shall be preapproved by an Employee's supervisor. All hours worked in excess of forty (40) hours per week shall be compensated for at the rate of one-and-one-half (1 1/2) times the Employee's hourly rate of pay.

Computation of overtime will include approved vacation leave and holidays, but excludes time compensated under sick leave provisions.

**ARTICLE IV**  
**HEALTH PROVISIONS**

**Section 1 - Physical Examination**

All Employees may be required to submit a physical examination report to the Employer after being offered a position and recommended for employment. The cost of this examination will be borne entirely by the Employer.

**Section 2 - Health Examination**

An Employee shall be allowed full pay in the event of absence to take health examinations; however, the number of days absent will be subtracted from accumulated sick leave time.

Requests for absence to take health examinations shall be made to the Employee's supervisor and approved by the Superintendent's Designee.

**ARTICLE V**  
**HOLIDAYS**

**Section 1 - Holidays**

Subd. 1: All full-time Employees shall receive the following holidays:

New Years Eve Day	Thanksgiving Friday	
New Years Day	Independence Day	Christmas Eve Day
Good Friday*	Labor Day	Christmas Day
Memorial Day	Thanksgiving Day	President's Day*

**Section 1 - Holidays, continued**

(\*If President's Day or Good Friday is a student or staff day, the district may designate an alternate day. If an alternate day is not designated, a floating holiday may be taken after approval is received from the Employee's supervisor.)

Subd. 2: If a holiday listed above falls on Saturday, it shall be observed on the preceding Friday. If a holiday listed above falls on a Sunday, it shall be observed on the following Monday.

Subd. 3: In order for an Employee to qualify for holiday pay, they shall have worked their last scheduled day prior to the holiday and their first scheduled day following the holiday, unless excused by the Employer.

Subd. 4: If a holiday occurs during the vacation period of an Employee, the Employee shall not be charged vacation hours for the holiday.

**ARTICLE VI**  
**LEAVES**

**Section 1 - Sick Leave**

Subd. 1 - Amount Earned and Accumulated: Full-time Employees shall be granted one (1) day of sick leave per month of employment accumulative to 190 days. The amount of accumulated sick leave will be indicated on each paycheck stub throughout the year. Employees working at least twenty (20) but less than thirty (30) hours per week shall be granted a pro-rated amount of sick leave based on the

regularly scheduled hours of employment and to be accumulative to a max of five (5) days per year (can carry over up to maximum of 5 days).

Subd. 2 - Usage: Employees shall be allowed the use of sick leave for their own use when ill and for health care examinations. In addition, employees shall be allowed the use of sick leave due to the illness or injury of a minor or adult child, spouse, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, step-parent for reasonable periods of time as the employee's attendance may be necessary up to 160 hours, or pursuant to Minn. Stat. §181.9413, whichever is less. This provision is not meant to increase or decrease the amount of leave otherwise provided in this Article except as otherwise required by law. All employees shall be required to request the use of sick leave from their immediate supervisor.

Subd. 2 - Usage:, continued

Employees who are absent from work due to illness or injury may be required to furnish a doctor's certificate of the Employee's illness or injury when the Employer has reason to believe the Employee is abusing or has abused sick leave or there is a question whether the Employee is physically fit to return to work. The abuse of sick leave shall be just cause for discipline.

The Employee shall notify the Employer prior to returning to work.



Subd. 3: Employees eligible for 10 days or less of vacation per year who have accumulated sick leave based on the following schedule shall be granted additional days vacation based on the following schedule:

<u>Accumulation</u>	<u>Additional Vacation Day</u>
60 days	1 day
70 days	2 days
80 days	3 days
90 days	4 days
100 days	5 days

Subd. 4 - Wellness Leave: A full-time Employee who does not utilize sick leave during a twelve-month period of time may upon completion of the twelve (12) months convert eight (8) hours of accumulated sick leave into one (1) vacation day.

## **Section 2 - Medical Leave**

For Employees who have exhausted their accumulated paid sick leave, the Employer shall allow an unpaid medical leave of absence for a period of six months. Upon expiration of six (6) months, the leave may be extended one additional six (6) month period by mutual consent of the Employer and the Employee.

The Employer reserves the right to require a physical examination by a doctor of its own choosing at its own expense as a condition of granting or continuing medical leave status. A medical leave of absence is not deemed interrupted by intermittent work if the same disability for which the leave of absence was granted is continuing and prevents the Employee from working.

An Employee shall be granted any benefits they are otherwise entitled to by the Family and Medical Leave Act (FMLA).

## **Section 3 - Vacation**

Subd. 1 - Accumulation Rates for Full-Time Employees Working 46 Weeks

or More: Vacation begins accruing upon hire according to the following schedule:

0-4	Years	10 days
5-8	Years	12 days
9-12	Years	15 days
13-16	Years	17 days
17	Years +	20 days

Full-time Employees working 46 weeks or more per year may carry vacation from year to year to a maximum of 30 days.

Subd. 2 - Accumulation Rates for Full-Time Employees Working at Least 39 Weeks, but Less than 46 Weeks:

<u>Weeks Worked</u>	<u>Days Received</u>
•	8 days
42-45	9 days

All vacation leave earned under this subdivision and Section 1, Subd. 3 of this article shall be taken during their respective contract period unless the school calendar does not provide adequate opportunity for such leave to be taken without significantly affecting normal school operations. Therefore, at the beginning of each fiscal year the Employer shall establish the number of days of leave to be taken during the respective school year. Days earned in surplus of this established amount shall be paid by the Employer at the end of the fiscal year in which they were earned.

Subd. 3 - Eligibility: Eligibility for vacation shall be determined as of September 15 in the first year of employment and as of the anniversary date of employment in every year thereafter. In their first year of employment, Employees hired before September 15 shall receive two weeks (ten days) of paid vacation. Those employed after September 15 but before January 1 shall receive one week (five days) of paid vacation. Those employed after January 1 will be granted one day vacation per month of employment prior to June 1.

Subd. 4 - Scheduling: Employees shall request vacation in advance to

their supervisor to be approved by Superintendent's Designee in order to coordinate work assignments.

Employees who work in buildings where classroom instruction is conducted are encouraged to schedule their vacation during times when school is not in session.

Subd. 5 - Computation: Vacation time shall not be earned while on sick leave time nor on non-compensated time over one month.

**Section 4 - Bereavement Leave**

Full-time Employees shall be granted up to five (5) days absence with full pay for the funeral of a member of the Employee's immediate family or spouse's immediate family which includes, mother, father, brother, sister, spouse, child, niece, nephew, grandparent, and grandchild, and the Employee's or the Employee's spouse's in-laws. The fourth (4th) and fifth (5th) days of bereavement leave shall be deducted from the Employee's sick leave accumulation. All Employees shall be granted one (1) day with pay per year for the funeral of other persons. All additional funeral leave shall be deducted from the Employee's sick leave accumulation.

**Section 5 - Emergency Leave**

Full-time Employees may be granted an emergency leave when it is recommended by their supervisor and approved by the Superintendent's Designee. This leave shall be deducted from the Employee's sick leave accumulation or shall be taken as unpaid leave should the Employee have no sick leave accumulation.

**Section 6 - Jury Duty Leave**

All Employees shall be granted a leave with pay for jury duty. However, for an Employee to be covered by this provision, the Employee shall turn over to the Employer their reimbursement for jury duty hours, except for reimbursement for meals and mileage.

**Section 7 - Military Leave**

An Employee shall be allowed military leave according to Minnesota State Statute.

**Section 8 - Emergency School Closing**

When school is closed because of inclement weather or other emergencies, Employees will be expected to report to work as

authorized by their supervisor. Employees shall be paid for hours worked.

**Section 9 - Personal Leave**

An Employee may be granted an unpaid personal leave upon the recommendation of their supervisor, and with approval from the Superintendent's Designee. Such leave shall not exceed thirty (30) days duration.

**Section 10 - Child Care Leave**

Subd. 1: A child care leave may be granted by the Employer subject to the provisions of this section and the Family and Medical Leave Act. Absence due to disabilities caused by pregnancy shall be governed by the sick leave provisions of this Agreement. Child care leave may be granted because of the need to prepare and provide parental care for a child or children of the Employee for an extended period of time.

Subd. 2: An Employee making application for child care leave shall inform the Employer in writing of intention to take leave at least three (3) calendar months before commencement of the intended leave.

Subd. 3: If the reason for the child care leave is occasioned by pregnancy, an Employee may utilize sick leave pursuant to the sick leave provisions of this Agreement. A pregnant Employee will also provide at the time of the leave application a statement from her physician indicating the expected date of delivery. The duration of

such sick leave shall not exceed the period of actual physical disability.

The definition of disability shall be as reasonably determined by a licensed physician. As a condition of receiving sick leave payments, the Employee may be required to subject to an examination by a physician designated by the Employer.

Subd. 4: In making a determination concerning the commencement and duration of a child care leave, the Employer shall not be required to:

1. Grant any leave more than twelve (12) months in duration.
2. Permit an Employee to return to their employment prior to the date designated in the request for child care leave.

Subd. 5: An Employee returning from child care leave of twelve weeks or less shall be entitled to the former position or one of comparable duties, hours and pay. An Employee returning from a child care leave longer than twelve weeks shall be re-employed in a position for which they are qualified.

Subd. 6: Failure of the Employee to return without an acceptable excuse pursuant to the date determined under this Section shall constitute grounds for termination unless the Employer and the Employee mutually agree to an extension in the leave.

#### **Section 10 - Child Care Leave, continued**

Subd. 7: The applicable periods of probation for Employees as set

forth in this Agreement are intended to be periods of actual service enabling the Employer to have opportunity to evaluate an Employee's performance. The periods of time for which the Employee is on child care leave shall not be counted in determining completion of the probationary period.

Subd. 8: 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 beginning 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.

Subd. 9: 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 premium or portion thereof in accordance with the Family and Medical Leave Act for such programs 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.

### **Section 11 - Union Meeting Leave**

The Employer shall grant a leave of absence to Employees who are elected or selected by the Union to attend conventions or seminars conducted by or for the Union. No more than (2) Employees at a time may be granted a leave of absence under the provisions of this section. Union meetings shall not be held on school time.

### **Section 12 - No Loss Of Seniority**

All Employees on paid or unpaid leaves of absence shall retain all seniority rights and shall accrue seniority. Upon returning from a leave of absence, an Employee shall return to their previous position unless otherwise specified in this agreement or by provision of Minnesota State Statute. Unpaid absences of one month or longer shall not count toward accrual of benefits or step increases.

**Section 13 - Depleted Leave Accrual**

Whenever absences are not covered by sick leave because of ineligibility or insufficient balance of sick leave accrual a reduction in pay will be affected for the time away from work.

**ARTICLE VII**  
**SENIORITY**

**Section 1 - Probationary Period**

All new Employees shall serve a one-year probationary period during which time the Employee may be discharged by the Employer without cause and without the same causing breach of this Agreement or constituting a grievance hereunder. Upon completion of the probationary period, seniority shall date back to the beginning of the probationary period. An Employee changing classification shall serve a 90-day probationary period in the new classification, during which time the Employer may return the Employee to the original classification without prejudice to seniority rights in the original classification.

**Section 2 - Layoff and Recall**

Subd. 1: In reducing personnel for lack of work or job elimination, a non-probationary Employee will be given a three week notice from Employer before any lay-off action. The last person hired in the classification being reduced shall be the first laid off, and in turn the last recalled, provided the individual possesses the qualifications to perform the remaining work.

Subd. 2: In the event a non-probationary Employee's job is eliminated, the Employer shall reassign the Employee to a position held by the least senior employee with at least the same number of hours, same number of weeks and within the same classification band and grade. If the Employee is the least senior Employee within that classification band and grade, the Employer shall reassign the Employee to a position held by the least senior Employee with at least the same number of hours,

same number of weeks and within the next lowest classification band and grade.

For an Employee who has been displaced by a more senior Employee, the Employer then will have the option to reassign the displaced Employee to a position held by the least senior Employee with at least the same number of hours, same number of weeks and within the same classification band and grade. If the Employee is the least senior employee within that classification band and grade, the Employer shall reassign the Employee to a position held by the least senior Employee with at least the same number of hours, same number of weeks and within the next lowest classification band and grade.

## **Section 2 - Layoff and Recall, continued**

Subd. 3: In the event a position is reduced 5 hours or more per week or 2 weeks (10 days) or more, a non-probationary Employee may consider this a displacement and invoke rights under said Article 7, Section 2. Employer shall reassign the Employee to a position held by the least senior employee with at least the same number of hours, same number of weeks and within the same classification band and grade. If the Employee is the least senior Employee within that classification band and grade, the Employer shall reassign the Employee to a position held by the least senior Employee with at least the same number of hours, same number of weeks and within the next lowest classification band and grade.

Subd. 4: Employees working in a lower level classification band and grade position shall not have the right to bump Employees working in a higher level classification band and grade position. Additionally, Employees shall not have the right to bump into positions with more hours per week or more weeks per year within the same classification band and grade position.

Subd. 5: In the event only one option is available to the Employer, the Employer shall award a displaced Employee a position for which they are qualified if their seniority is greater than that of the Employee being displaced. The least senior Employee without any options shall be laid off.



This procedure shall apply in accordance with the current position occupied by the Employee. Employees working in a lower level/band and grade position shall not have a right to bump employees working in a higher level/band and grade position. Classifications are ranked from high to low as follows:

<u>Level</u>	<u>Band &amp; Grade</u>
Level VI	B-3-1
Level V	B-2-3
Level IV	B-2-2
Level III	B-2-1
Level II	A-1-3
Level I	A-1-2

### **Section 2 - Layoff and Recall, continued**

Subd. 6: An Employee whose job has been eliminated or is otherwise displaced by another Employee and is moved to a lower classification shall have their wages frozen at the current wage they are receiving prior to any changes to their employee status. However, the comparable worth status of the Employee when transferred shall be that of the position to which they move for the purpose of determining any future rights, privileges, and/or benefits that may apply in accordance with this contract.

Subd. 7: In recalling Employees back to work after a layoff, the Employee must report to work within five (5) working days after the mailing of a notice by the Employer by certified mail to the last address appearing in the records of the Employer. This section does not apply in those cases where a layoff is due to a building being closed temporarily because of equipment breakdown, quarantine, loss of utility, or damages from natural or unnatural disasters. This section also does not apply to summer work or other similar temporary or seasonal positions as defined in PELRA, Minnesota Statutes Chapter 179A, as amended.

### **Section 3 - Vacancy Posting**

When a regular job becomes open in any classification of work covered by this Agreement, a notice shall be posted for five (5) days during which time any Employee may apply. The Employer agrees that where qualifications are relatively equal, seniority

shall govern. The Employer shall interview all qualified bargaining unit Employees. If no Employee possesses the necessary skill and ability to perform the position responsibilities, the Employer may fill the job with a new Employee or train a current Employee, at the option of the Employer.

#### **Section 4 - Loss of Seniority Rights**

An Employee shall lose all seniority rights for any one or more of the following reasons:

- A. Voluntary resignation;
- B. Discharge for just cause;
- C. Failure to report to work within seven (7) calendar days after mailing a notice by certified mail, return receipt requested, by the Employer to the last known address of the Employee appearing in the Employer records.
- D. Layoff for a continuous period of more than one (1) year; and
- E. Absence for three (3) consecutive working days without notice to the Employer.

#### **Section 5 - Seniority Lists**

Seniority lists shall be updated as Employee changes are made, and on July 1 of each fiscal year shall be provided to the president of the Union.

### **ARTICLE VIII PERFORMANCE EVALUATION**

The primary intent of a supervisory evaluation process will be the personal and professional development of the Employee. A formal summative evaluation of work performed shall be formulated by the end of the first year for all new Employees and at least every other year for non-probationary Employees. In the off year of the evaluation cycle for non-probationary Employees, Employees shall submit to their supervisor goals via a goal setting process prescribed by the Employer. The Employer reserves the right to place non-probationary Employees on the probationary cycle of the formal summative evaluation process if it is determined necessary by the Employer.

Evaluations shall be conducted by the Employee's immediate supervisor, consistent with the standards of performance and in cooperation with the Superintendent's Designee. Whenever practical, such evaluation shall be discussed between the supervisor, the Superintendent's Designee and the Employee. A copy of said evaluation shall be made available to employee through its employment management system or forwarded to the

Superintendent's Designee for placement in the Employee's personnel file.

**ARTICLE IX**  
**PROBATIONARY PERIOD**

All Employees are on probation for the first twelve (12) months of their employment and may be dismissed at any time within this period with one (1) week's notice, or for due cause, without any notice.

**ARTICLE X**  
**DISCIPLINE AND DISCHARGE**

**Section 1 - Progressive Discipline and Representation**

The Employer and Employee agree that discipline is to be used as a means of correcting improper job-related behavior. Due process shall be provided for all employees who have completed the probationary period. Due process for initial minor infractions shall encompass the concept that the employee receives reasonable notice of expectations privately and appropriate opportunity to correct behavior.

**Section 1 - Progressive Discipline and Representation, continued**

Discipline for non-probationary employees shall be progressive and taken in the following steps; however, advancement from one step to the next step of progressive discipline is subject to Employer discretion.

1. Written warning/reprimand
2. Suspension with or without pay
3. Discharge

The Employee shall be given the opportunity to have the appropriate union representation of employee's choice, however, the unavailability or refusal of appropriate representation shall not abridge the Employer's right to institute discipline.

Employees who have completed the probationary period who are subject to disciplinary action shall have the right to the grievance procedure.

## **Section 2 - Suspension or Immediate Discharge**

Cause for suspension or immediate discharge shall be determined by the nature and severity of the employee's misconduct, incompetence or deficiencies and such infraction include but not be limited to the following:

1. After two (2) progressive steps in Section 1 of this Article.
2. Theft.
3. Drinking of alcoholic beverages or abuse of non-prescription chemicals on the Employer's premises or being intoxicated on the job.
4. Clear insubordination.
5. Repeated inefficiency or inability to meet acceptable standards of work.
6. Threats of or behavior indicating risk of violence.
7. Criminal charges involving child endangerment.

## **Section 3 - Procedure**

Official reprimands shall be in writing to cover the first and second instances of infractions. The third official reprimand will constitute sufficient cause for dismissal or suspension. All official reprimands shall be served on the employee in writing within forty-eight (48) clock hours in consecutive Employer business dates from the time of the incident giving rise to reprimand. A copy of all reprimands, suspensions and dismissals shall be furnished to a union representative with written authorization of employee who is the subject of the discipline.

## **Section 4 - Personnel Record**

Each Employee shall have only one (1) personnel file and no written allegations shall be used as a basis of discipline unless they have been entered into the Employee's personnel record. Upon request, any Employee shall be informed of the contents and meaning of their personnel file or shown the file without any charge. After the individual has been so informed, the file need not be disclosed to the Employee for six (6) months unless a dispute or action concerning its contents is pending. The Employee shall be provided copies of any material contained in their personnel file upon request. The cost of providing copies shall be borne by the Employee. Any dispute concerning the accuracy or completeness of the personnel file shall be subject to the grievance procedure.

## **Section 5 - Representation**

Accredited representatives of the American Federation of State, County, and Municipal Employees shall be granted reasonable

access to the Employer's premises to investigate grievances or attend to Union business as long as the work force is not interrupted in the performance of their duties. Said access will be limited to the end of the school day after classes.

**Section 6 - Subject to Grievance Procedure**

All discipline and discharge shall be subject to the grievance procedure as outlined in Article XI of this Agreement.

**ARTICLE XI**  
**GRIEVANCE PROCEDURE**

**Section 1 - Grievance Definition**

A grievance shall mean a dispute or disagreement between the Employee and the Employer as to the interpretation of terms and conditions of employment in this Agreement. A grievance may be brought by an Employee, the Union, or the Employer.

**Section 2 - Representative**

The Employee or Employer may be represented during any step of the procedure by any person or agent designated by such party to act on their behalf. Such representation shall not exceed three (3) in number.

**Section 3 - Definition and Interpretation**

Subd. 1 - Extension: Time limits specified in this agreement may be extended by mutual agreement.

**Section 3 - Definition and Interpretation, continued**

Subd. 2 - Days: Reference to days regarding time periods in this procedure shall refer to working days. A working day is defined as all week days (Monday through Friday) not designated as holidays by state law.

Subd. 3 - Computation of time: In computing any period of time prescribed or allowed by procedures herein, the date of the act, event, or default for which the designated period of time begins to

run 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.

Subd. 4 - Filing and Postmark: The filing or service of any notice or document herein shall be timely if it bears a postmark of the United States mail within the time period.

#### **Section 4 - Time Limitations and Waiver**

A grievance shall not be valid for consideration unless the grievance is received in writing by the party being served, within ten (10) days after the date the event giving rise to the grievance occurred, setting forth the facts and the specific provisions of this Agreement allegedly violated and the particular relief sought. Failure to comply with this time period shall be deemed a waiver thereof. Failure to appeal a grievance from one level to another level within the time periods hereinafter provided shall constitute a waiver of the grievance. An effort shall first be made to adjust an alleged grievance informally between the Employee and the Employer or its designee.

#### **Section 5 - Adjustment of Grievance**

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

- A. Level 1: If the written grievance is not resolved through informal discussions, the Employer or designee shall give a written decision on the grievance to the parties involved within ten (10) days after receipt of the written grievance.

#### **Section 5 - Adjustment of Grievance, continued**

- B. Level 2: In the event the grievance is not resolved in

Level 1, the decision rendered may be appealed to the Superintendent of Schools, provided such appeal is made in writing to said Superintendent within five (5) days after receipt of the decision in Level 1. If a grievance is properly appealed to the Superintendent, the Superintendent or his designee shall set a time mutually agreeable to meet regarding the grievance within fifteen (15) days after receipt of the appeal. Within ten (10) days after the meeting, the Superintendent or his designee shall issue a decision in writing to the parties involved.

C. Level 3: In the event the grievance is not resolved in

Level 2, the decision rendered may be appealed to the School Board, provided such appeal is made in writing to said School Board within five (5) days after receipt of the decision in Level 2. If the grievance is properly appealed to the School Board, the School Board shall set a time to hear the grievance within twenty (20) days after receipt of the appeal. Within twenty (20) days after the meeting, the School Board 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 the appeal at this level, and report its findings and recommendations to the School Board. The School Board shall then render its decision.

#### **Section 6 - School Board Review**

The School Board reserves the right to review any decision issued under Level 1 or Level 2 of this procedure provided the School Board or its representative(s) notify the parties of their intention to review within ten (10) days after the decision has been rendered. In the event the School Board reviews a grievance under this Section, the School Board reserves the right to accept, 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 herein shall constitute a denial of the grievance and the Employee may appeal it to the next level.

## **Section 8 - Arbitration Procedures**

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

- A. Request: A request to submit a grievance to arbitration must be in writing signed by the aggrieved party. Such request must be filed in the office of the Superintendent of Schools within ten (10) days following receipt of the decision in Level 3 of this procedure.
- B. Prior Procedure Required: No grievance shall be considered by the arbitrator which has not been first duly processed in accordance with the grievance procedure and appeal provisions.
- C. Selection of Arbitrator: Upon the proper submission of a grievance under the terms of this procedure, the parties shall, within ten (10) days after request to arbitrate, attempt to agree upon the selection of the arbitrator. If no agreement on an arbitrator can be reached, either party may request the Bureau of Mediation Services, hereinafter referred to as BMS, to supply a list of five (5) arbitrators. Upon receipt of the list of five (5) Arbitrators the Employer and the Employee shall alternately strike names from the list until one (1) name remains. A flip of a coin shall determine which party shall strike the first name. Once an arbitrator has been selected, a meeting to hear the grievance shall be held at the first available date that the arbitrator submits. Failure to comply with the time period for requesting a list of arbitrators shall constitute a waiver of the grievance.
- D. Submission of Grievance Information: Upon selection of the arbitrator, the appealing party may, within five (5) days after notice of selection, forward to the arbitrator, with a copy to the School Board, the submission of the grievance which shall include the following:
  1. The issue involved;
  2. Statement of the facts;
  3. Position of the grievant; and
  4. The written documents relating to Paragraph D and Paragraph E of this Article XI of the grievance procedure.



The School Board may make a similar submission of information relating to the grievance either before or at the time of the hearing.

**Section 8 - Arbitration Procedures, continued**

- E. 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.

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 written or oral arguments relating to the issue(s) before the arbitrator. The proceedings before the arbitrator shall be a hearing denovo.

- F. 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 shall be final and binding upon the parties, subject, however, to the limitations of arbitration decisions as provided by and in the PELRA of 1971.

- G. Expenses: Each party shall bear its own expenses in connection with the arbitration including expenses related to the parties' representative, witnesses, and any other expenses which the party incurs in connection with presenting its case in arbitration. Either party may order a transcript or recording of the hearing and shall pay the costs and fees of the arbitrator.

- H. 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 the proposed changes in terms and conditions of employment as defined herein and contained in this written agreement; nor shall an arbitrator have jurisdiction over any grievance which has not been submitted to arbitration in compliance with the term of the grievance and arbitration

procedure as outlined herein; nor shall the jurisdiction of the arbitrator extend to matters of inherent managerial policy, which shall include but are not limited to such areas of discretion or policy as the functions and programs of the Employer, its overall budget, utilization of technology, the organizational structure, and the selection and direction and number of personnel. In considering any issue in dispute, in its order the arbitrator shall give due consideration to the statutory rights and obligations of the Public School Boards to efficiently manage and conduct its operations with the legal limitations surrounding the financing of such operations.

**ARTICLE XII**  
**GROUP INSURANCE PROGRAMS**

**Section 1 - Eligibility**

Group insurance programs shall be available to full-time Employees regularly scheduled for thirty (30) hours or more per week and a minimum of 39 weeks per year.

Employees regularly scheduled for 30 hours or more per week and less than 46 weeks per year shall be eligible for health insurance at prorated rates based on the ranges identified in Section 3.

It shall be the responsibility of the Employee to make application for group insurance programs desired. Group insurance premiums or portions of premiums not paid by the Employer shall be paid by the Employee through payroll deduction. The Employer shall not be responsible for any provisions and coverages not contained in any of the Employee group insurance contracts.

**Section 2 - Health and Hospitalization Insurance**

Subd. 1 - Single Coverage: The Employer shall contribute \$602.00 per month for twelve months during 2020-2021 toward the premium for individual coverage for all full-time Employees who qualify for and are enrolled in an Employer group health and hospitalization plan and who qualify for single coverage. Any additional costs of the premium shall be borne by the Employee and paid through payroll deduction.

Subd. 2 - Family Coverage: The Employer shall contribute \$1,410.00 per month for twelve months during 2020-2021 toward the premium for

dependent coverage for all full-time Employees who qualify for and are enrolled in an Employer group health and hospitalization plan and who qualify for dependent coverage. Any additional costs of the premium shall be borne by the Employee and paid through payroll deduction.

Subd. 3 - Employer Contribution:

<u>Annual Hours</u>	<u>20-21 District Monthly Contribution</u>			
	<u>Single</u>	<u>Family</u>		
46+ weeks	\$602.00	\$1,410.00		
Less than 46 weeks	\$533.00	\$1,247.00		

**Section 3 - Insurance Care Differential**

For employees participating in the District's health care insurance plan, and whose cost for such participation is less than the district's contribution, said difference shall be placed into a VEBA account on behalf of the employee to be used at his/her personal discretion for health related costs.

**Section 4 - Insurance Premium Tax Shelter**

The employee insurance contributions shall be made with pre-tax earnings.

**Section 5 - Dental Coverage**

The Employer shall contribute the full premium for individual and family coverage for full-time employees who qualify for and are enrolled in the Employer group dental insurance plan.

**Section 6 - Long Term Disability (Income Protection)**

The Employer shall contribute the full premium toward an income protection plan for full-time Employees. This program will pay 2/3 of the Employee's base salary with a 90 consecutive calendar day elimination period. The maximum benefit period will be detailed in the certificate of insurance document.

**Section 7 - Life Insurance**

The Employer will pay 100% of the cost of group term life insurance with a face value of \$70,000.00 for each Employee eligible under the terms of the Employer's group term life insurance program.

### **Section 8 - Workers' Compensation**

Workers' Compensation Insurance is carried by the Employer. This insurance covers injuries that occur while the Employee is performing services in regard to their employment with the Employer. When an Employee is off work with a compensable injury, they shall receive the difference between their compensation check and their regular check until accumulated sick leave is depleted.

### **Section 9 - Matching Annuity Program**

A Full-Time Clerical Employee is eligible to participate in a School District matching annuity program as provided in M.S. 356.24 after completing the probationary period with ISD 761 in the clerical unit in the amount of \$300 per year.

A Part Time Clerical Employees is eligible to participate in a School District matching annuity program as provided in M.S. 356.24 after completing the probationary period with ISD 761 in the clerical unit in the amount of \$150 per year.

## **ARTICLE XIII** **SEPARATION/RETIREMENT**

### **Section 1 - Separation/Retirement**

Subd. 1 - Separation: An Employee who voluntarily terminates employment will provide written notification to the Employer at least two (2) weeks prior to leaving. If two weeks notice is not given, the Employee will forfeit accrued leaves, unless the two-week notification requirement is waived by the Superintendent.

Prior to leaving active employment, the Employee shall:

- (1) Return Employer keys and any other Employer property.
- (2) Contact Employer regarding the conversion or cancellation of group health insurance or life insurance.

### **Section 2 - Early Retirement**

The following constitutes conditions of eligibility and compensation for Employees desiring to retire from ISD 761:

- A. Employee must be at least fifty-five (55) years of age in order to make application for early retirement under this article;
- B. Employee must have completed at least ten (10) consecutive years of satisfactory employment with Independent School District No. 761;
- C. Employee must be in good standing and actively at work in a full-time position at the time provisions of this Article are applied for;
- D. If the above conditions are met, the Employee will be eligible for lump sum payment under this Article calculated as follows:  
 Number of accumulated sick leave days (X) 50% (X)  
 daily rate of pay at the time of retirement.

Subd. 1 - Deferred Compensation Payout: An Employee receiving deferred compensation under the provisions of Section 2 of this Article shall receive such compensation in the form of a lump sum paid on behalf of the Employee to a Health Care Savings Plan administered by the District's Deferral Payment Plan Provider.

**ARTICLE XIV**  
**BASIC SCHEDULES AND RATES OF PAY**

**Section 1 - Salary Schedule**

<b><u>A-1-2</u></b>	<b>2020-2021</b>
Tier I	13.75
Tier II	15.92
Tier III	16.87

<b><u>A-1-3</u></b>	<b>2020-2021</b>
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Tier I	14.74
Tier II	16.94
Tier III	17.89
<b><u>B-2-1</u></b>	<b>2020-2021</b>
Tier I	15.89
Tier II	18.24
Tier III	19.25
<b><u>B-2-2</u></b>	<b>2020-2021</b>
Tier I	17.17
Tier II	19.62
Tier III	20.67
<b><u>B-2-3</u></b>	<b>2020-2021</b>
Tier I	18.50
Tier II	21.06
Tier III	22.17
<b><u>B-3-1</u></b>	<b>2020-2021</b>
Tier I	19.91
Tier II	22.61
Tier III	23.76

New employees will be hired on Tier I and are eligible to move to the Tier II rate of pay on their 1 year anniversary date. Employees are eligible to move to Tier III at the start of their 5th year of employment in the unit.

### **Section 2 - Longevity**

After 10 years of service - \$300  
 After 15 years of service - \$400  
 After 20 years of service - \$550  
 After 24 years of service - \$750

An Employee is eligible to receive an annual longevity increment beginning on their anniversary date after the completion of 10, 15, 20, and 24 years of full-time employment. The stipend will be paid in a lump sum on or before June 30 of each year.

**Section 3 - Goal Attainment**

A full-time Employee, working 46 weeks or more, who attains annual goals established with their supervisor in support of department and school district goals is eligible to receive a stipend of up to \$300. The stipend is to be paid in a lump sum on or before June 30 in the year of goal attainment.

A full-time Employee working at least 39 weeks, but less than 46 weeks who attains annual goals established with their supervisor in support of department and school district goals is eligible to receive a stipend of up to \$200. The stipend is to be paid in a lump sum on or before June 30 in the year of goal attainment.

A part-time Employee who attains annual goals established with their supervisor in support of department and school district goals is eligible to receive a stipend of up to \$100. The stipend is to be paid in a lump sum on or before June 30 in the year of goal attainment.

**Section 4 - Elementary Principal Secretary Stipend**

Employees who are in an Elementary Principal Secretary Position will receive a \$250 annual stipend.

**ARTICLE XV  
MANAGEMENT RIGHTS**

All management rights and management functions not expressly delegated in this Agreement are reserved to the Employer. Such rights and obligations include, but are not limited to, such discretion or policy as the function and programs of the Employer, its overall budget, utilization of technology, the organizational structure and selection and direction and number of personnel.

**ARTICLE XVI  
COMPLETE AGREEMENT**

This Agreement constitutes the full and complete agreement between the Employer and the representative(s) of the Employees in the bargaining unit. The provisions herein relating to terms and conditions of employment supersede any and all prior agreements, resolutions, practices, Employer policies, rules or regulations concerning the terms and conditions of employment inconsistent with these provisions.

**ARTICLE XVII**  
**NO STRIKE NO LOCKOUT**

There will be no strike, picketing, work stoppage, slowing or lockout of any kind or for any reason, including any dispute relating to alleged unfair labor practices during the term of this Agreement. The provisions of this section shall be absolute and shall apply regardless of whether this dispute is subject to arbitration under the provisions of Article XI of this Agreement.

**ARTICLE XVIII**  
**SAVINGS CLAUSE**

In the event that any provision, phrase or clause of this agreement shall be at any time declared invalid by any court or jurisdiction, the decision shall not invalidate the entire Agreement. It being the expressed intention of the parties that all other provisions remain in full force and effect.

**ARTICLE XIX**  
**WAGES/DEDUCTIONS/DISTRIBUTIONS**

**Section 1 - Salary Deductions**

Mandatory deductions from checks shall include federal income tax, Minnesota state income tax, Public Employees Retirement Association payments and social security - FICA tax deductions, if applicable.

**Section 2 - Distribution**

Salary checks shall be distributed to all Employees on the 15th and 30th of each month or, if changed, in the same manner as other twelve month full-time Employees of the Employer, but in no case less than twice monthly. Paychecks for Employees on an hourly rate basis shall be distributed within the limitations necessary for processing time card paychecks.

**Section 3 - Promotions**

Any Employee promoted to a higher classification, shall be placed at a Tier of the new classification that represents an increase in pay over the Employee's previous salary.

**Section 4 - Reclassification**

Any Employee requesting reclassification shall submit the request by December 1 of any year. The reclassification request will be forwarded to the comparable worth appeals process as



outlined by the Employer. The Employer will meet with the Employee to discuss the results following the completion of the comparable worth appeals process. The consideration of the reclassification shall be completed by June 1 of the ensuing year, and the results of such reclassification shall be subject to the negotiated pay table for the next fiscal year.

The Employee shall follow the classification/ reclassification process as outlined by the Employer.

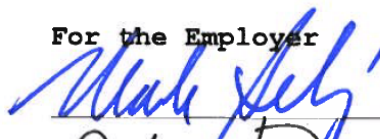
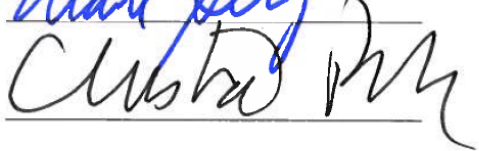
**ARTICLE XX**  
**MEET AND CONFER**

The Employer will meet and confer with Employees according to the provision of P.E.L.R.A. 1973. Meetings shall be scheduled at least three times per year, and may be cancelled by mutual consent.

**ARTICLE XXI**  
**DURATION**


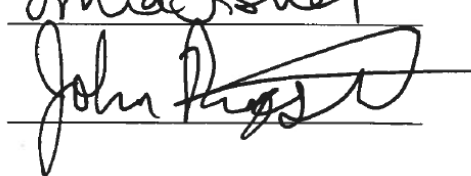
This Agreement shall become effective on July 1, 2020 and shall remain in full force and effect through June 30, 2021 and from year to year thereafter unless either party shall serve written notice upon the other party at least (60) days prior to June 30, 2021 of the intent to reopen this Agreement.

For the Employer

Date: 11.9.20

For the Group

Date: 10-29-2020