

MASTER AGREEMENT

between

**INDEPENDENT SCHOOL DISTRICT NO. 77
MANKATO, MINNESOTA**

and

**MANKATO EDUCATIONAL SECRETARIES
ASSOCIATION**



Effective for the Period
July 1, 2018 through June 30, 2020

Approved by Board of Education
October 1, 2018

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MASTER AGREEMENT

between

INDEPENDENT SCHOOL DISTRICT NO. 77

and

MANKATO EDUCATIONAL SECRETARIES ASSOCIATION

ARTICLE I PURPOSE

Section 1. Parties: This Agreement, entered into between the School Board of Independent School District No. 77, Mankato, Minnesota, hereinafter referred to as the School Board, and the Mankato Educational Secretaries Association, hereinafter referred to as the exclusive representative, pursuant to and in compliance with the Public Employees Labor Relations Act of 1971, as amended, hereinafter referred to as PELRA of 1971, provides the terms and conditions of employment for clerical employees during the duration of this Agreement.

ARTICLE II RECOGNITION OF EXCLUSIVE REPRESENTATIVE

Section 1. Recognition: In accordance with PELRA, the School Board recognizes the Mankato Educational Secretaries Association as the exclusive representative for clerical employees of the School Board of Independent School District No. 77, which exclusive representative shall have those rights and duties as prescribed by PELRA of 1971 and as described in the provisions of this Agreement.

Section 2. Appropriate Unit: The exclusive representative shall represent all such employees of the district contained in the appropriate unit, as defined in Article III, Section 2 of this Agreement and PELRA of 1971 and the Director of Mediation Services certification, if any. In the event that the employer and the association are unable to agree as to the inclusion or exclusion of a new or modified job position, the issue shall be submitted to the Bureau of Mediation Services for determination.

ARTICLE III DEFINITIONS

Section 1. Terms and Conditions of Employment: "Terms and conditions of employment" means the hours of employment, the compensation there for including fringe benefits except retirement contributions or benefits other than employer payment of, or contributions to, premiums for group insurance coverage of retired employees or severance pay, and the employer's personnel policies affecting the working conditions of the employees.

Section 2. Description of Appropriate Unit: For purposes of this Agreement, the term clerical shall mean all persons (in the appropriate unit) employed by the School Board in classifications as established by comparable worth, on the clerical salary schedule, but excluding the secretary to the Superintendent, confidential employees, and those employees whose service does not exceed 14 hours per week or who hold positions of a temporary or seasonal character for a period not in excess of 100 working days per calendar year.

Section 3. Other Terms: Terms not defined in this Agreement shall have those meanings as defined by PELRA.

ARTICLE IV SCHOOL BOARD RIGHTS

Section 1. Inherent Managerial Rights: The exclusive representative recognizes that the School Board is not required to meet and negotiate on matters of inherent managerial policy, which include, but are not limited to, such areas of discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, the organizational structure and selection and direction and number of personnel.

Section 2. Management Responsibilities: The exclusive representative recognizes the right and obligation of the School Board to efficiently manage and conduct the operation of the School District within its legal limitations and with its primary obligation to provide educational opportunity for the students of the School District.

Section 3. Effective Laws, Rules and Regulations: The exclusive representative recognizes that all employees covered by this Agreement shall be governed by the laws of the State of Minnesota and by the School Board rules, regulations, directives, and orders issued by properly designated officials of the School District. The exclusive representative also recognizes the right, obligation and duty of the School Board and its duly designated officials to promulgate rules, regulations, directives and orders from time to time as deemed necessary by the School Board insofar as such rules, regulations, directives and orders are not inconsistent with the terms of this Agreement and recognizes that the School Board, all employees covered by this Agreement, and all provisions 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 Board rights and duties shall not be deemed to exclude other inherent management rights and management functions not expressly reserved herein, and all management rights and managerial functions not expressly delegated in this Agreement are reserved herein, and all management rights and managerial functions not expressly delegated in this Agreement are reserved to the School Board.

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 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: 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 conditions of employment for employees of such unit with the School Board.

Section 3. Request for Dues Check Off: Employees shall have the right to request and be allowed dues check off for the employee organization of their selection, provided that dues check off and proceeds thereof shall not be allowed any employee organization that has lost its right to dues check off, pursuant to 179.06A, Subdivision 6, of the PELRA. Upon receipt of a properly executed authorization card of the employee involved, the School District will deduct from the employee's paycheck the dues that the employee has agreed to pay to the employee organization during the period provided in said authorization. Deductions may be terminated by the employee by giving thirty (30) days' written notice to the School Board business office to stop deductions. Deductions shall be made from each semimonthly paycheck issued to the employees and transmitted to the designated organizations together with a list of names of the employees from whom deductions were made.

Section 4. Fair Share Fee: In accordance with M.S. 179.06A, Subdivision 3, 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 employer shall deduct said fair share fee from the salary of any employee so required to contribute such a fair share fee.

The exclusive representative agrees to notify the employer as to the names of the employees in the appropriate unit who are not members of the exclusive representative and from whom the fair share fee shall be collected. The employer may rely upon the information so furnished by the exclusive representative, and any dispute concerning the status of an individual employee with reference to the contribution of the fair share fee shall be resolved solely between the exclusive representative and the employee involved.

The exclusive representative agrees to notify the employer promptly whenever any employee, subject to a fair share fee deduction, becomes a member of the exclusive representative, and no further fair share fee deductions for such employee will thereafter be made. Any dispute as to the amount of such fair share fee shall be solely between the exclusive representative and the employee involved.

The exclusive representative hereby warrants and covenants that it will defend, indemnify and save the School District and the School Board harmless from any and all actions, suits, claims, damages, judgments, executions, or other forms of liability, liquidated or un-liquidated, which any employee 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 herein.

Section 5. Staff Reduction: At least thirty (30) days written notice shall be given to any employee who is being terminated by the School District for reasons of staff reduction. Said notice shall include the date of termination and the reason for termination.

Section 6. Personnel Files: All evaluations and files generated within the School District relating to each employee shall be available during regular school business hours to each individual employee upon twenty-four (24) hours notice. The employee shall have the right to reproduce any of the contents of the files at the employee's expense and to submit for inclusion in the file written information in response to any material contained therein. The School District may destroy such files as provided by law.

Employees may request that documents be removed from their personnel files by submitting a Document Removal Request Form (Appendices) to the Director of Human Resources. Such a request may not be submitted within three (3) years of the date on which the document was first placed in the file, and a request to remove the same document may not be submitted more than once every three (3) years. The District's refusal to grant such a request shall not be subject to the grievance procedure or to arbitration. The parties agree that the sole intent of this section is to provide employees with a means of requesting that documents be removed from their personnel files without having to go through the grievance

procedure. The parties also agree that the inclusion of this language does not impose any restrictions on the District's ability to place and maintain documents in an employee's personnel file, nor does it impose any restrictions on an employee's ability to pursue the removal of documents through the grievance procedure.

ARTICLE VI **CLASSIFICATIONS AND PAY**

Section 1. Classifications: Employees represented by the exclusive representative herein shall be employed in classifications as established by comparable worth. Any employee who believes that their classification is not correct may request that the Director of Human Resources review that classification.

Subd. 1. Band and Grade Classifications: Current classifications include all positions within the Association that are banded and graded for comparable worth as: A12, A13, B21, B22.

Subd. 2. Transfer: The District reserves unto itself the sole discretion and authority to transfer, reassign and/or approve or deny any employee's request for transfer or reassignment. Transfers from one classification to another classification shall be made with the approval of the School Board. Employees changing from one classification to another classification in either direction shall move to the same step in the new classification if the change takes place during the work year. However, when an employee is reclassified in either direction at the end of the work year, he/she shall advance a step on the schedule effective July 1 provided the employee has worked more than half of the preceding year.

When transferring positions, the original district employment start date as a MESA employee shall be maintained for purposes of step placement, longevity, and seniority within the new classification.

Subd. 3. Change of Classification Procedures: If the immediate supervisor or the employee believes that the classification of a job no longer accurately describes the requirements of the position, the employee or the supervisor shall contact the Human Resources Director to advise on the development of a revised position description. The position description shall be prepared in the format prescribed by the Human Resources Director. The position description, once signed by the supervisor, shall be submitted to the Human Resources Director. Additional documentation explaining the specific changes in the position and supporting reclassification may be submitted with the position description. At the request of the employee or the Human Resources Director, a meeting may be held to discuss the revised position description. Upon review, the Human Resources Director shall reply to the reclassification request.

Section 2. Rates of Pay

Subd. 1. The rates of pay within a classification as shown in Schedule A and Schedule B shall be part of this Agreement and shall commence on July 1, 2018, and continue through June 30, 2020.

Employees hired prior to January 1, 2018, under this Agreement shall advance one step on the salary schedule for the 2018-19 fiscal year. Employees hired prior to January 1, 2019, under this Agreement shall advance one step on the salary schedule for the 2019-20 fiscal year.

Subd. 2. Persons employed in a position covered by this agreement who are beginning years of employment as listed below shall receive a longevity payment as follows:

<u>2018-19</u>		<u>2019-20</u>	
12 th Year	\$.40/hr.	12 th Year	\$.60/hr
15 th Year:	\$.60/hr.	15 th Year	\$.80/hr
20 th Year:	\$.70/hr.	20 th Year	\$.90/hr
25 th Year:	\$.80/hr.	25 th Year	\$1.00/hr
		30 th Year	\$1.10/hr

Employees working 9 to 12 months on a regular defined assignment shall be eligible for longevity payments on July 1 following the completion of either eleven (11), fourteen (14), nineteen (19), twenty-four (24) or twenty-nine (29) years of employment. For all other employees, eligibility for longevity payments shall begin on August 31. Under no circumstances shall longevity payments begin mid-year for any employee. Compensation for summer school assignments shall be based on the salary schedule in effect for the school year just concluded.

Subd. 3. Upon receipt of a written request from the District, the Association agrees to reopen negotiations for the sole purpose of negotiating necessary changes to put the District in compliance with the Minnesota Pay Equity Statute. Only areas requiring modification for compliance purposes, as identified by the Department of Employee Relations, will be open for negotiations.

Section 3. Salary Schedule Placement

Subd. 1. Upon employment in District 77, for purposes of placement on the salary schedule, a new employee shall be given credit for relevant experience outside District 77 for each documented year of experience up to five (5) years.

Subd. 2. When an employee substitutes in a position at a higher classification, the employee's hourly rate shall be adjusted by temporarily moving the employee to the same step on the higher classification. The higher rate of pay shall be paid for the entire workday even if the employee substitutes in the higher classification for less than a full workday. Provisions of this Subdivision do not apply to substituting in summer school positions.

Section 4. Mileage Reimbursement: The Internal Revenue Service's (IRS) allowed rate will be paid to an employee who is required to use their personal automobile in the performance of their duties. For District 77's purposes, any change in the IRS rate will not be implemented until the following July 1.

ARTICLE VII LAY-OFFS AND RECALL

Section 1. Definitions:

Subd. 1. Classification: For the purposes of this agreement, the following two employee status positions shall exist:

- Status 1: A member of the bargaining unit whose duty year is 12 months long.
- Status 2: A member of the bargaining unit whose duty year is less than 12 months long.

Subd. 2. Seniority: For the purposes of this agreement, seniority shall be defined as continuous service in the District, with the seniority date being the day on which an employee's employment began as a member of the Association. If two or more employees have the same seniority date, the one who has been a member of the Public Employees Retirement Association (PERA) for the longest period of time shall be most senior. If two or more employees have the same seniority date and each

has been a member of PERA for the same length of time, the one who has the lowest employee number shall be most senior. Seniority shall not be granted until an employee has completed the probationary period, and seniority shall terminate when an employee retires, resigns or is discharged.

Subd. 3. Lanes: For the purposes of this agreement, the following lanes shall exist:

- Lane 1: All positions within the Association that are banded and graded as A12 for purposes of comparable worth.
- Lane 2: All positions within the Association that are banded and graded as A13 for purposes of comparable worth.
- Lane 3: All positions within the Association that are banded and graded as B21 for purposes of comparable worth.
- Lane 4: All positions within the Association that are banded and graded as B22 for purposes of comparable worth.

Section 2. Seniority Rights:

Subd. 1. Reduction of the workday or work year: The application of seniority rights shall not be exercised in the event that the length of an employee's workday or work year is reduced.

Subd. 2. Elimination of position: In the event that an employee's position is eliminated, they shall be assigned to the position within the same lane and classification held by the least senior employee whose workday is closest to without exceeding the workday of the person whose position was eliminated, and who is less senior than the employee whose position was eliminated. If no such assignment exists within the same lane, the employee whose position has been eliminated shall be assigned to the position within the next lower lane held by the least senior employee whose workday is closest to without exceeding the workday of the person whose position was eliminated, and who is less senior than the person whose position has been eliminated. Any employee whose position is claimed by a more senior employee may exercise their seniority rights in the same manner as if their position has been eliminated. If the exercise of an employee's seniority rights results in an assignment to a position in a different lane, their placement on the salary schedule shall not be changed. An employee may request to be placed on layoff in lieu of accepting an assignment to a position in which the workday is less than the workday of the employee's current position.

Section 3. Layoff and Recall:

Subd. 1. Layoff: An employee whose position is eliminated or claimed by a more senior employee, and who cannot be assigned to another position through the application of their seniority rights in accordance with Section 2 above, shall be placed on layoff. An employee placed on layoff shall have a right to recall in accordance with Subd. 2 for twelve (12) calendar months following the effective date of layoff. An employee's right to recall shall terminate after being on recall for twelve (12) consecutive calendar months following the effective date of their layoff.

Subd. 2. Recall: An employee placed on layoff shall be eligible to be recalled to a position within the same classification and lane, with a workday that is not greater than the workday they had at the time they were placed on layoff, and for which they are qualified. If two or more employees on layoff are eligible for recall to the same position, the most senior employee shall be recalled first. Upon recall, an employee shall be placed on the same step on the salary schedule that they occupied at the time they were placed on layoff. An employee who accepts a recall to a position in which the workday is less than the workday of the position they held at the time they were placed on layoff shall remain eligible for recall to a position in which the workday is equal to the workday of the position they held at the time they were placed on layoff.

Subd. 3. New Hires: The District shall not hire a new person for a position if there is an employee on layoff who was laid off from a position within the same lane and classification, whose workday at the time of layoff was not less than the workday of the vacant position, and who is qualified for the position.

Section 4: Seniority Lists:

Subd. 1. Publication: For each classification, the School District shall establish and publish a seniority list. A preliminary list shall be published on or before January 15th of each year. An official list, incorporating any changes resulting from the appeal process set forth in Subd. 2, shall be published on or before March 1st of each year and a copy shall be forwarded to the Association.

Subd. 2. Appeal: Any employee who believes that the preliminary seniority list as published on or before January 15th is not accurate shall submit a written appeal to the Director of Human Resources on or before February 1st. A meeting of the Appeals Committee - consisting of the Director of Human Resources, the President of the Association and the Chairperson of the Association's Salary Committee - shall be convened to consider all appeals submitted on or before February 1st. The decision of the Appeals Committee shall be final and shall not be subject to the grievance procedure or to arbitration.

ARTICLE VIII **HOURS OF SERVICE**

Section 1. Full-time Employees: For the purpose of this contract, a full-time employee shall be defined as a clerical employee whose work assignment is thirty (30) hours per week or more for nine (9) or more consecutive months in the contract year.

Section 2. Less Than Full-time Employees: The School Board reserves the right to employ such personnel as it deems desirable or necessary for less than forty (40) hours per week and/or less than fifty-two (52) weeks per year or on a part-time or casual basis.

Section 3. Work Day: The work day for an employee shall be the number of hours they are regularly scheduled to work. For example, the work day for an employee who is regularly scheduled to work six (6) hours per day shall be equal to six (6) hours plus a thirty (30) minute unpaid duty-free lunch period as provided under Section 7.

Section 4. Work Week: The standard work week shall be forty (40) hours of work Monday through Friday or as prescribed by the District.

Section 5. Shifts and Starting Time: All employees will be assigned a starting time, shift, length of work day and length of year of employment as determined by the School District. On or before June 1 of each year, the School District shall publish a calendar to be completed by the employee and supervisor showing the scheduled work days for the coming school year.

Subd. 1. Called In: Full-time employees who are called to work on other than their regular shift by any member of the administration, or who are scheduled to work additional hours that are not consecutive (at least one hour separation) with their regular shift, shall be compensated for a minimum of two (2) hours at the appropriate rate.

Section 6. Overtime Hours: Overtime compensation will be paid for hours worked and scheduled paid time off or holidays in excess of forty (40) hours per week (Sunday through Saturday). Overtime compensation will be paid at one and one-half (1 1/2) times the employee's regular hourly rate. All overtime hours shall be authorized in advance and in writing by the appropriate supervisor/administrator, and a copy of the written authorization shall be given to the employee. Any time worked on a holiday shall be compensated at a rate equal to two (2) times the employee's regular hourly rate.

Section 7. Lunch Period: Employees shall be provided a duty-free lunch period of at least thirty (30) minutes.

Section 8. Breaks: All employees who work seven (7) hours per day and longer are entitled to a fifteen (15) minute break in the morning and in the afternoon. Employees who work four (4) hours but less than seven (7) hours per day are entitled to one fifteen (15) minute break per day.

Section 9. Emergency Closing:

Subd. 1. In the event that a school or schools are closed for an emergency, clerical and secretarial personnel are not expected to report for duty, or to remain on duty, unless the announcement of school closing states that offices will be open. Employees should call the Hotline at 386-4777 to confirm whether offices will be open if they do not hear it on the media announcements.

Subd. 2. In the event that offices are closed during an emergency, clerical and secretarial personnel shall be compensated as if the offices had remained open and they had remained on duty. Work stoppage caused by strike is excluded. Leave time scheduled on a day when school is subsequently cancelled because of weather or emergency conditions will be reinstated.

Subd. 3. In addition to compensation received in accordance with Subd. 2, an employee who is requested to work when the offices are closed shall be compensated in accordance with Board policy.

ARTICLE IX
GROUP INSURANCE

Section 1. Selection of Carrier: The selection of the insurance carrier and policy shall be made by the School Board.

Section 2. Health and Hospitalization Insurance

The District will contribute a sum not to exceed the amounts listed in the table below toward the cost of the premium for each full-time employee who is qualified for and is enrolled in the District's group health insurance plan.

Coverage	12-Month Employees 2018-19	Less than 12 Months 2018-19	12-Month Employees 2019-20	Less than 12 Months 2019-20
Single	\$725.67	\$690.27	**	**
Family	\$1,268.63	\$1,101.36	**	**

** The amount of the district contribution for the 2019-20 school year shall be the 2018-19 contribution increased by the same percentage increase as the actual premium increase for 2019-20 to a maximum of 4%.

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

Consumer-Drive Health Plans with Health Savings Account (HSA): For eligible employees who choose a consumer-driven health plan with an HSA, a health savings account will be established. If the district contribution toward the monthly premium is higher than the actual premium cost, the difference will be paid into the employee's health savings account on a monthly basis. Eligibility and provisions of the health savings account are subject to IRS rules.

Section 3. Long-Term Disability Insurance: The full-time employee pays a cost of \$8.40 per year toward the cost of disability insurance above the Board's major contribution. Benefits provided by the long-term disability plan are governed by the terms of the policy, including two-thirds of the employee's regular base salary, excluding any extra compensation, to a maximum of \$2,778 per month, for a total disability waiting period of 90 calendar days.

Section 4. Term Life Insurance: The School District shall contribute the full premium for the cost of the group life insurance program for all regularly assigned full-time clerical employees who qualify for and are enrolled in the district group term life insurance program. The employee term life insurance program carries a value of \$50,000 per insured life. Eligible employees shall have the option to purchase additional life insurance coverage if available by the carrier. A retiring employee under 65 years of age may continue, at his/her own expense, the life insurance coverage of the School District until age 65. Should the insurance premium rate for the group increase by more than five percent (5%) in any fiscal year, the School District may discontinue, at its discretion, such life insurance options for retirees.

Section 5. Worker's Compensation Insurance: Worker's compensation insurance, as required under the Workmen's Compensation Act of the State of Minnesota, is carried by the School District. This insurance covers injuries that occur while the employee is performing services in connection with their employment by the School District.

Subd. 1. Upon the request of an employee who is absent from work because of disability resulting from a compensable injury under the provisions of the Workmen's Compensation Act, the School District will pay, as an allowance for sick leave or vacation leave, the difference between the amount of the compensation paid to the employee by the insurance carrier and the amount of the employee's regular rate of pay. Provided, however, that in no event shall the payments made to the employee by the School District by virtue of the allowance for sick leave or vacation leave, when added to the amounts received from the insurance carrier, exceed the total daily, weekly or monthly salary or wage of the employee at the employee's regular rate of pay.

Provided, further, that in no event shall the total payments by the School District exceed the amount of accrued sick leave and/or vacation leave to which the employee is entitled calculated in the manner set forth below in Subd. 2 of this section.

Subd. 2. To ascertain the amount of the allowance for sick leave or vacation leave which is utilized to cover the payments by the School District to the employee, such payments shall be calculated on a basis of fractional days or fractional weeks or fractional months with the numerator of the fraction, in each case, being the amount paid by the School District (as provided in Subd.1 above), and the denominator of the fraction being the amount of the employee's regular salary or wage for the period involved. For example, if the employee's regular daily rate of pay is \$20 and the compensation paid by the insurance carrier is \$12 and the amount paid by the School District is \$8, then the payment of the said sum of \$8 shall constitute $\frac{8}{20}$, or $\frac{2}{5}$, of a day's pay.

Section 6. Duration of Insurance Contribution: An employee is eligible for Board contributions as provided in this Article as long as that employee is employed by the School District and is a regularly assigned full-time employee. Upon termination of employment or limitation of employment to less than a full-time employment status, all Board participation and contributions shall cease effective on the last working day as a full-time employee.

Section 7. Insurance for Early Retirees: Employees who have achieved ten (10) years of continuous service with the District, and who retire at the age of fifty-five (55) or older shall be eligible to remain in the existing group health insurance program and shall remain eligible for the District's contribution toward single coverage in the amount in effect at the time of their retirement. This contribution by the District shall continue until the employee becomes eligible for Medicare.

ARTICLE X **WELLNESS BENEFIT**

Section 1. Eligibility: An employee who has been employed by the School Board for five (5) consecutive years in a position covered by this Agreement shall be eligible to begin accruing wellness credits as defined in Section 2.

Section 2. Wellness Credit Accrual

Subd. 1. Initial Credit: Each employee who satisfies, for the first time, the eligibility criteria set forth in Section 1, shall be credited with a number of wellness credits equal to the number of days of unused sick leave they have accumulated at the end of that fiscal year.

Subd. 2. Annual Accrual: At the beginning of each fiscal year, each employee who has satisfied the eligibility criteria set forth in Section 1 shall be credited with an additional number of wellness credits equal to the number of sick leave days they can accrue during a fiscal year. During the fiscal year, that number shall be reduced by subtracting one (1) wellness credit for each day of sick leave used. In no event, however, shall the number of wellness credits subtracted during a fiscal year exceed the number of sick leave days that can be accrued by an employee during a fiscal year. Once an employee has satisfied the eligibility criteria set forth in Section 1, this process of accruing wellness credits shall continue during each year of employment in the School District in a position covered by this Agreement, with no limit on the number of wellness credits that can be accrued.

Section 3. Wellness Benefits

Subd. 1. Eligibility: An employee who is at least fifty-five (55) years of age and who has satisfied the eligibility criteria set forth in Section 1, shall be eligible to receive a wellness benefit upon submission of a written resignation accepted by the School Board, or upon the completion of five (5) years status on unrequested leave of absence. A wellness benefit shall not be granted to any employee who is discharged by the School Board.

Subd. 2. Amount: The amount of the wellness benefit an employee is eligible to receive shall be determined by multiplying the number of wellness credits they have accumulated by seventy-five dollars (\$75.00). In no event, however, shall an employee receive a wellness benefit in excess of seven thousand five hundred dollars (\$7,500.00).

Subd. 3. Payment: The wellness benefit shall be paid by the School Board on behalf of the employee to the Health Care Savings Plan administered by the Minnesota State Retirement System in one (1) installment on either the January or July payroll, whichever occurs soonest following the effective date of the employee's resignation. Wellness benefits shall not be granted to any employee who is discharged for cause by the School District.

ARTICLE XI **LEAVES OF ABSENCE**

Section 1. Eligibility: Except for sick, emergency leave and personal leave, leave benefits provided in this Article shall apply only to full-time employees as defined in Article VIII of this Agreement. Sick leave and emergency leave shall be available to employees who work at least twenty (20) hours per week, but less than thirty (30) hours per week for nine (9) or more consecutive months during the contract year as provided in Sections 2 and 3 of this Article. Other employees shall not be eligible to receive the leave benefits provided in this Article.

Section 2. Sick Leave: An employee who works at least twenty (20) hours per week for at least nine (9) consecutive months shall be eligible to accrue sick leave. An eligible employee shall accrue one (1) day of sick leave for each month that they work. For purposes of this section, a day of sick leave shall be equivalent to the number of hours in the employee's regularly scheduled work day. For example, an employee whose regularly scheduled work day is six hours long will receive six hours of sick leave for each month that they work.

Subd. 1. Eligible employees may carry over 100% of their unused sick leave from one fiscal year to the next.

Subd. 2. For full-time employees, unused sick leave may accumulate to a maximum credit equal to 180 times the number of hours in the employee's regularly scheduled work day. For other eligible employees, unused sick leave may accumulate to a maximum credit equal to 135 times the number of hours in the employee's regularly scheduled work day.

Subd. 3. Sick leave shall be allowed by the School Board whenever an employee's absence is found to have been due to illness which prevented the employee's attendance and the performance of their duties on that day or days.

Subd. 4. The School Board may require an employee to furnish a medical certificate from a qualified physician as evidence of illness in order to qualify for sick leave pay. However, the final determination of the eligibility of an employee for sick leave is reserved to the School Board.

Subd. 5. In the event that a medical certificate will be required, the employee will be so advised.

Subd. 6. Sick leave allowed shall be deducted from the accrued sick leave earned by the employee.

Subd. 7. A leave of absence shall be granted for health reasons if recommended by the attending physician in writing and approved by the administration and the School Board.

Subd. 8. A full-time employee who uses no more than one (1) day of sick leave during a year (July 1 through June 30) may request in writing that one (1) day of unused sick leave be converted to one (1) day of vacation leave. Such a request must be submitted no later than July 31st, and the additional day of vacation leave must be used by the following June 30th. For purposes of Article X, Section 2, Subd. 2, the conversion of a day of sick leave shall constitute a day of sick leave used.

Subd. 9. Family Members: Sick leave may be used for care of a dependent child, adult child, spouse, sibling, parent, grandparent or step-parent on the same terms the employee is able to use sick leave for the employee's own illness or injury per state statute or federal law.

Section 3. Emergency Leave: An employee shall be granted emergency leave as follows:

Subd. 1. Up to five (5) work days per year with full salary shall be granted in case of absence because of serious illness or death in the employee's immediate family.

If these five (5) work days are used because of a death in the immediate family, and a second death occurs in the same year of the employee's parent, spouse, or child, the employee shall be granted an additional three (3) work days paid leave.

For purposes of this subdivision, the employee's immediate family shall consist of the employee's spouse, parents, children, and siblings; the spouses of the employee's children; and the parents of the employee's spouse.

Subd. 2. Up to two (2) work days per year of the allowance provided in Subd. 1 will be granted an employee for the death or serious illness of any other person the employee defines as a member of their family.

Subd. 3. A request for additional leave may be presented to the Superintendent who shall have authority to grant additional paid or unpaid leave if, in his judgment, such a request is valid.

Subd. 4. If any employee wishes to avail themselves of the provisions, they must present a Leave Request Form to both their supervisor and the Director of Human Resources not later than the day following their return to work.

Section 4. Personal Leave: Two (2) workdays per year may be granted a full-time employee and one (1) workday per year may be granted a less-than-full-time employee for the employee's personal business. Personal leave may be granted in hourly increments with a minimum of one (1) hour. Personal leave may be used, at no loss of pay, for any purpose at the discretion of the employee. An employee planning to use personal leave shall notify their immediate supervisor as early as possible, but in any event at least twenty-four (24) hours in advance, except in cases of an emergency. No more than one (1) employee shall be absent from a given building on any given day pursuant to this subdivision. The District may, in its discretion, make exceptions to the maximum number of employees out of the building depending upon the circumstances. The District shall not be required to grant personal leave the day before or after any holiday or break in the school year. For less than 12-month employees, the District shall not be required to grant personal leave during the first ten (10) days of the duty year, nor during the last ten (10) days of the duty year. The District's decision to grant personal leave to more than one (1) employee on the same day in the same building or to grant personal leave on any of the days cited previously shall not be construed as establishing a past practice or prejudice the District's right to enforce such limitations at its discretion. Personal leave shall be prorated for employees who are not employed for their entire regular work year. An additional leave day shall be added to an eligible employee's unused personal leave if he or she has unused sick leave of 160 times the number of hours in the fulltime employee's sick leave or unused sick leave of 115 times the number of hours of other eligible employee's regularly scheduled work day at the end of the prior work year.

At the end of each fiscal year, three (3) days of unused personal leave for a full-time employee and one (1) day of unused personal leave for a less-than-full-time employee may be carried over to the following fiscal year, not to exceed a maximum accumulation of five (5) personal leave days in a fiscal year.

Subd. 1. Donation of Personal Leave or Vacation Days

1. An employee may elect to donate one (1) or more of his/her accumulated personal leave or vacation days to another district employee who has exhausted his or her accumulated sick leave.
2. An employee shall notify the Office of Human Resources in writing of his/her intent to donate one (1) or more days of accumulated personal leave or vacation days to another district employee. This notice shall include the number of days to be donated and the name of the employee to whom they are to be credited.
3. The day(s) donated shall be based on the donor's FTE assignment and will be credited to the donee's sick leave. For example, a day donated by a 4-hour per day (.5) secretary will be equal to a .5 day for the donee.
4. Days donated shall constitute the use of those days. Such days shall be subtracted from the employee's total accumulated personal leave or vacation days for that fiscal year. Such days shall not be eligible for payment at the end of the school year or for carry over to the next fiscal year.

Section 5. Maternity Leave: When an employee becomes pregnant, she may request maternity leave in accordance with Minnesota Laws Chapter 408, as follows:

Subd. 1. Maternity leave will be granted in accordance with the regular sick leave provisions of Article VIII, Section 1, for disability related to pregnancy or childbirth limited to that period of time only which a licensed physician reasonably determines the person is unable to work because of disability due to pregnancy or childbirth.

Subd. 2. A doctor's certificate of this determination shall be presented to the District when issued by the doctor.

Section 6. Child Care Leave of Absence:

Subd. 1. A child care leave may be granted by the District subject to the provisions of this section. 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 District or its designee in writing of their intention to take the leave at least three (3) calendar months before commencement of the intended leave.

Subd. 3. The District may adjust the proposed beginning or ending date of a child care leave so that the dates of the leave are coincident with some natural break in the school year, i.e., winter vacation, spring vacation, end of the school year, or the like.

Subd. 4. In making a determination concerning the commencement and duration of a child care leave, the District 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 employment prior to the date designated in the request for child care leave.

Subd. 5. The employee returning from child care leave shall be reemployed in a position which is the same as, or equal to, their employment prior to leave unless previously discharged.

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

Subd. 7. The parties agree that the applicable periods of probation for employees as set forth in Minnesota Statutes are intended to be periods of actual service enabling the District to have opportunity to evaluate the employee's performance. The parties agree, therefore, that periods of time for which the employee is on child care leave shall not be counted in determining the completion of the probationary period.

Subd. 8. The 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 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. The 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 child care leave is not eligible for sick leave benefits.

Subd. 10. Leave under this Section shall be without pay or fringe benefits.

Section 7. Medical Leave:

Subd. 1. An employee, who has completed the probationary period, who is unable to perform their duties because of illness or injury, and who has exhausted all sick leave credit available, or has become eligible for long-term disability compensation, may, upon request, be granted a medical leave of absence, without pay, up to six (6) months. This leave may be renewed at the discretion of the School District. Approved medical leave of absence shall not be considered a disruption in the continuous service of the employee as defined in this Agreement.

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

Section 8. Leave for Attendance at School Conferences or School Related Activities: Pursuant to Minnesota Statute 181.9412, subd. 1a and subd. 3 School Conferences and Activities Leave, employees shall be allowed to use up to a total of 16 hours during the 12-month period to attend school conferences or school-related activities related to the employee's child, provided the conferences or school-related activities cannot be scheduled during non-work hours. Employees may choose to use unpaid or any accrued paid vacation or personal leave for this purpose.

Section 9. Other Non-Pay Leave Requests: The Board may, at its discretion, grant other unpaid leaves

Section 10. Limitations: Paid leave benefits (sick leave, emergency leave) are not available to employees during the time that they are on unpaid leave of absence.

Section 11. 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.

Section 12. Credit: An employee who returns from unpaid leave shall retain experience credit for pay purposes and other benefits which they had accrued at the time they went on leave. No credit shall accrue for the period of time that an employee is on unpaid leave.

Section 13. Jury Duty: An employee who is called for jury duty or who is required to give testimony before any judicial tribunal in arbitration, negotiation, and mediation proceedings shall be compensated for the difference between the employee's regular salary and the pay received for such application for the period they are away from their employment assignment. If the employee's presence in court is for the purpose of offering testimony, they must provide the Office of Human Resources with a copy of the subpoena or other written documentation that requires their presence.

Section 14. Release from Duties: If the Board deems it necessary to involve employees during the school day in negotiating on behalf of the Association, such employees may be released from regular duties without loss of salary. The number of employees so released will not exceed two (2).

ARTICLE XII VACATIONS

Section 1. Full-Time Twelve-Month Employees:

Subd. 1. Accrual: Vacation days for employees who are employed for eight (8) hours per day, twelve (12) months per year are earned on a monthly accrual basis up to the number of days listed below:

<u>Yrs Service by July 1</u>	<u>Vacation Days</u>
0-5 Years Completed	10
Beginning with 6 th Yr.	15
Beginning with 16 th Yr.	20

Subd 2. Use: Vacation days may be used during the year in which they are earned, but not to exceed accrued days. Vacation days accrued during a contract year must be used before the end of the following contract year. All vacation days may be taken during the employee's work year as arranged with the employee's immediate supervisor. If a holiday falls in the vacation period, the holiday shall not count as a day of vacation for twelve-month employees. Nothing in this section shall prohibit an employee from using and being compensated for vacation leave during the Christmas break, during the MEA break or the day before Thanksgiving.

Section 2. Full-Time Less Than Twelve-Month Employees:

Subd. 1. Accrual: Vacation days for employees who are employed for eight (8) hours per day, eleven (11) months, ten (10) months and nine (9) months are earned on a monthly accrual basis up to the number of days listed below:

<u>11-Month</u>		<u>10-Month</u>		<u>9-Month</u>	
<u>Yrs Service by July 1</u>	<u>Days</u>	<u>Yrs Service by July 1</u>	<u>Days</u>	<u>Yrs Service by July 1</u>	<u>Days</u>
0-5 Years Completed	8	0-5 Years Completed	7	0-16+ Years Completed	7
Beginning with 6 th Yr.	10	Beginning with 6 th Yr.	9		
Beginning with 16 th Yr.	12	Beginning with 16 th Yr.	10		

Subd. 2. Use: Vacation days may be used during the year in which they are earned, but not to exceed

accrued days. Vacation days accrued during a contract year must be used before the end of the following contract year. All vacation days may be taken during the employee's work year s arranged with the employee's immediate supervisor. If a holiday falls in the vacation period, the holiday shall not count as a day of vacation for twelve-month employees. Nothing in this section shall prohibit an employee from using and being compensated for vacation leave during the Christmas break, during the MEA break or the day before Thanksgiving.

Section 3. Vacation Approval: Vacation periods are to be approved in advance by the employee's immediate supervisor and the Office of Human Resources. All vacation requests should be submitted sufficiently in advance so that work assignments can be adequately covered by other personnel.

Section 4. Effect of Leave: Vacation time will not accrue while an employee is on unpaid leave when the absence is more than one (1) consecutive month.

Section 5 Transfer: A regular full-time, less than twelve (12) months employee who transfers to a twelve-months position shall be granted vacation commensurate with their consecutive years of full-time service.

ARTICLE XIII 403(b) MATCHING PROGRAM

Section 1. Eligibility: The District's match to an employee's qualified 403(b) tax deferred annuity shall become available to an employee, who works 20 hours per week or more for at least nine months, when he/she has completed three years of employment in a position covered by the Master Agreement. Employees may contribute to a qualified 403(b) tax deferred annuity on their own prior to becoming eligible for the District's match.

Section 2. Amount: The District shall contribute one dollar (\$1) for each one dollar (\$1) that the employee contributes to a 403(b) plan, up to a maximum annual contribution of \$1,000.00 per employee for the 2018-19 fiscal year and up to a maximum annual contribution of \$1,050.00 per employee for the 2019-20 fiscal year. The District's contribution shall be prorated for those employees who work less than 40 hours per week.

Section 3. Enrollment: An eligible employee may initiate his/her participation in the District match by submitting the appropriate forms to the Business Office at least (30) thirty days prior to July 1.

Section 4. 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 XIV
PAID HOLIDAYS

Section 1. Twelve Month Employees (250 Work Days) who work Forty (40) Hours Per Week : All employees who work forty (40) hours per week with a twelve-month work year (250 work days) shall receive the following ten (10) paid holidays:

Independence Day	Christmas Eve Day	New Year's Day
Labor Day	Christmas Day	Good Friday
Thanksgiving Day	New Year's Eve Day	Memorial Day
Day after Thanksgiving		

Section 2. Full-time (30 hours per week) Employees with Work Year of 200 Work Days but less than 250 Work Days: All full-time employees with a work year of at least 200 work days, excluding paid holidays, but less than 250 work days shall receive the following nine (9) paid holidays:

Labor Day	Christmas Eve Day	New Year's Day
Thanksgiving Day	Christmas Day	Good Friday
Day after Thanksgiving	New Year's Eve Day	Memorial Day

Section 3. Full-time (30 hours per week) Employees with Work Year of 180 Work Days but less than 200 Work Days

Subd. 1. All full-time employees with a work year of at least 180 work days, excluding paid holidays, but less than 200 work days shall receive the following five (5) paid holidays:

Labor Day	Day after Thanksgiving	Memorial Day
Thanksgiving Day	Good Friday	

Subd. 2. Independence day will be a holiday for such employees only if their regular work schedule includes the working day immediately before and after the holiday.

Section 4. Part-time (20-29 hours per week) Employees with Work Year of 170 Work Days but less than 180 Work Days

Subd 1. All part-time employees who work at least 20 hours per week with a work year of at least 170 days shall receive the following paid holiday:

Thanksgiving Day

Section 5. Alternate Day Off: For any holidays that fall on Saturday or Sunday, another day off shall be given as determined by the District.

Section 6. Grandfather Provision: Any employee hired into an Association position before June 30, 2010 who works at least nine months but less than twelve consecutive months during the contract year and who works at least twenty (20) hours per week, but less than thirty (30) hours per week shall receive the paid holidays as listed in Section 3.

ARTICLE XV
GRIEVANCE PROCEDURE

Section 1. Definition of Terms and Interpretations:

Subd. 1. Grievance: A "grievance" shall mean an allegation by an employee as to the interpretation or application of any term or terms of any contract required by PELRA between Independent School District No. 77 and the authorized representative. A "grievance" relating to a policy of the School District will be carried through level three (3) of this procedure.

Subd. 2.: Aggrieved: Any person or group of persons within the appropriate unit having a grievance.

Subd. 3. Administrative Supervisor: The immediate supervisor to whom the aggrieved is responsible.

Subd. 4. Grievance Committee: The committee appointed by the exclusive representative.

Subd. 5. Disposed: A settlement of a grievance to the satisfaction of both parties which has been reduced to writing.

Subd. 6. Extension: Time limits specified in this procedure may be extended by mutual agreement.

Subd. 7. Days: Reference to days regarding time periods in this procedure shall refer to working days. A working day is defined as all week days not designated as holidays by state law.

Subd. 8. 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. 9. Filing and Postmark: The filing or services of any notice or document herein shall be timely if it bears a postmark of the United States mail within the time period.

Section 2. Representative: The aggrieved, administrator, or School Board may be represented during any step of the procedure by any person or agent designated by such party to act in their behalf.

Section 3. Time Limitations and Waiver: Grievances shall not be valid for consideration unless the grievance is submitted in writing in the form herein prescribed to the administrative supervisor, setting forth the facts and the specific provision of the Agreement allegedly violated and the particular relief sought within twenty (20) days of the knowledge of the event giving rise to the grievance. Failure to file any grievance within such period shall be deemed a waiver thereof. Failure to appeal a grievance from one level to another within the time periods hereafter provided shall constitute a waiver of the grievance.

Section 4. Informal Discussion: In the event that an individual or group of individuals believes that there is a basis for a grievance, they may first discuss the alleged grievance with their administrative supervisor either privately or accompanied by a representative of the grievance committee without having reduced the grievance to writing.

Section 5. Adjustment of Grievance: The School Board and the aggrieved shall attempt to adjust all grievances which may arise during the course of employment of any member of the exclusive

representative in the following manner:

Subd. 1. Level I: The aggrieved shall file a grievance, in the form herein provided, with their administrative supervisor within twenty (20) days of knowledge of the event giving rise to the grievance. If the grievance is not disposed of, the administrative supervisor shall give a written decision on the grievance to the parties involved within ten (10) days after receipt of the written grievance.

Subd. 2. Level II: In the event the grievance is not disposed of in Level I, the decision rendered may be appealed to the Superintendent of Schools, provided such appeal is made in writing, in the form herein provided, within five (5) days after receipt of the decision in Level I. If a grievance is so appealed to the Superintendent, the Superintendent shall set a time to meet regarding the grievance within fifteen (15) days after receipt of the appeal. Within ten (10) days after the meeting, the Superintendent shall issue a decision in writing to the parties involved.

Subd. 3. Level III: In the event the grievance is not disposed of in Level II, the decision rendered may be appealed to the School Board, provided such appeal is made in writing, in the form herein provided, within five (5) days after receipt of the decision in Level II. If a grievance is so appealed to the clerk of the School Board, the School Board shall set a time to hear the grievance 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 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 I or Level II of this procedure, provided the School Board or its representative notifies the parties of its intention within ten (10) days after the decision has been rendered. In the event the School Board reviews a grievance under this section, the School Board reserves the right to reverse or modify such decision. Such notification by the Board automatically advances the grievance to Level III.

Section 7. Denial of Grievance: Failure by the School Board or its representative to issue a decision within the periods provided herein shall constitute a denial of the grievance and the aggrieved may appeal it to the next level.

Section 8. Level II Initiation: A grievance that affects a group of members of the exclusive representative involving more than one administrative supervisor and all salary determination grievances shall be initiated at Level II.

Section 9. Arbitration Procedures: In the event that the aggrieved and the School Board are unable to resolve any grievance, any grievance may be submitted to arbitration as defined herein.

Subd. 1. Request: A request to submit a grievance to arbitration must be in writing, in the form provided herein, signed by the aggrieved, and such request must be filed in the office of the Superintendent within ten (10) days following the decision in Level III of the grievance procedure.

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

Subd. 3. Selection of Arbitrator: Upon the proper submission of a grievance under the terms of this procedure, the parties shall, within ten (10) days after the request to arbitrate, attempt to agree upon the selection of an arbitrator. If no agreement on an arbitrator is reached, either party may request the Commissioner of the Bureau of Mediations Services to submit a panel of seven

arbitrators to the parties, pursuant to PELRA, providing such request is made within twenty (20) days after request for arbitration. The request shall ask that the panel be submitted within thirty (30) days after the receipt of said request. Within twenty (20) days after receipt of the panel, the parties shall alternately strike names, and the remaining name shall be the arbitrator to hear the grievance. Failure to agree upon an arbitrator or the failure to request an arbitrator from the Commissioner within the time periods provided herein shall constitute a waiver of the grievance.

Subd. 4. Hearing: The grievance shall be heard by a single arbitrator and both parties may be represented by such person or persons as they may choose and designate, and the parties 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. The proceeding before the arbitrator shall be a hearing denovo.

Subd. 5. 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/her shall be final and binding upon the parties, subject, however, to the limitations of arbitration decisions as provided in PELRA.

Subd. 6. Expenses: Each party shall bear its own expenses 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 shall be made of the hearing 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 arbitration.

Subd. 7. 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 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 terms 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, and organizational structure, and 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 manage and conduct efficiently its operation with the legal limitations surrounding the financing of such operations.

Section 10. 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 Agreement, shall immediately thereupon waive any and all rights to pursue a grievance under this article. Upon instituting a proceeding in another forum as outlined herein, 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 the Agreement or to enforce the award of an arbitrator.

ARTICLE XVI
DISCIPLINE, DISCHARGE AND PROBATIONARY PERIOD

Section 1. Probationary Period: An employee under the provisions of this Agreement shall serve a probationary period of nine (9) calendar months 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 Position: In addition to the initial probationary period, an employee transferred or promoted to a different position shall serve a new probationary period of sixty (60) calendar days in that position. During the sixty (60) day probationary period, if it is determined by the District that the employee's performance in the new position is unsatisfactory, the District shall have the right to reassign the employee to their former position or to a position within the same classification.

Section 3. Completion of Probationary Period: An employee who has completed the probationary period may be suspended without pay, discharged, or disciplined only for just cause. An employee who has completed the probationary period and is suspended without pay, discharged, or otherwise disciplined shall have access to the grievance procedure.

ARTICLE XVII
RESIGNATIONS

Section 1. Notice: Employees electing to resign shall be required to give the employer two (2) weeks notice and shall continue in the employer's service during this two-week period with the exception that the employee may leave earlier with the consent of the employer. Failure to give proper notice or failure to get the employer's consent to leave early shall result in loss of any vacation benefits which the employee might otherwise be entitled to.

ARTICLE XVIII
VACANCIES

Section 1. Posting: Notice of all permanent vacancies shall be posted on the employees' bulletin board five (5) days in advance of filling such vacancies. Each new posting will be electronically mailed to the Association president to be forwarded to all Association members. In addition, each notice shall be listed on the District's website at www.isd77.k12.mn.us and on the Jobs Hotline at 507-387-8831.

Section 2. Application for Vacancies: All employees under this Agreement may submit their application online for any vacancy that is posted pursuant to this Article.

Section 3. Interview: The District shall interview at least one of the employees who submit an application and who the District, in its sole discretion, determines is the most qualified for the position. This shall not, however, prevent the District from interviewing other candidates who may or may not be currently employed by the District.

ARTICLE XIX
GENERAL PROVISIONS

Section 1. Representation: An employee elected or selected by the Association to attend Association meetings, conferences and/or seminars shall be granted a leave, up to three (3) days, without pay for such purposes.

Section 2. Association Meetings: Association meetings shall not be held on school time.

Section 3. Dissemination of Policies: Each employee shall be given a copy of this Agreement. At the time a new employee is placed on the payroll, that employee shall be given a copy of this Agreement.

Section 4. Non-Discrimination Policy: The employer and the exclusive representative mutually agree that there shall be no discrimination in employment or personnel practices because of association membership or non-membership, race, color, religion, national origin, sex, marital status, status with regard to public assistance, or disability in accordance with state and federal statutes.

Section 5: Professional Development Training: During the two years covered by this Agreement, one (1) day when students are not in school will be reserved for a district-wide in-service activity for secretarial employees. The District shall have exclusive right to determine the day to be reserved for this purpose. The in-service activity to be conducted will be the responsibility of a collaborative effort between representatives of the Association and the District. The District shall be under no obligation to reserve a day for a district-wide in-service activity for secretarial employees unless the Master Agreement between the District and the exclusive representative explicitly provides for such a day.

Newly hired employees by the District shall be provided with up to one (1) day of training as approved by the supervisor on a scheduled workday to assume assigned responsibilities.

Section 6. Association/District Communication: Meetings can be requested either by the District or the Association for the purpose of discussion and resolution of contract interpretation and mutual concerns regarding the workplace. Each party shall choose its representatives for such meetings.

ARTICLE XX
DURATION

Section 1. Term and Reopening Negotiations: This Agreement shall remain in full force and effect for a period commencing on July 1, 2018, and continuing through June 30, 2020, and thereafter until modifications are made, pursuant to PELRA. If either party desires to modify or amend this Agreement commencing at its expiration, it shall give written notice of such intent no later than ninety (90) days prior to said expiration.

Section 2. Effect: This Agreement constitutes the full and complete agreement between the School Board and the exclusive representative representing the employees. The provisions herein relating to terms and conditions of employment supersede any and all prior Agreements, resolutions, practices, school district policies, rules or regulations concerning terms and conditions of employment inconsistent with these provisions.

Section 3. Severability: The provisions of this Agreement shall be severable, and, if any provision thereof 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 thereof.

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

MANKATO EDUCATIONAL SECRETARIES
ASSOCIATION

INDEPENDENT SCHOOL
DISTRICT NO. 77

Robert J. J. J.
Chairperson, Negotiating Committee

Ann Hendricks
Chairperson, School Board

Dawn R. Untch
President

Sara Hansen
Clerk, School Board

Date: 10/3/18

Date: 10/1/18

MANKATO AREA PUBLIC SCHOOLS
Independent School District No. 77

EDUCATIONAL SECRETARIES ASSOCIATION

Schedule A
2018-19 Salary Schedule

<u>Step</u>	<u>B22</u>	<u>B21</u>	<u>A13</u>	<u>A12</u>
1	\$15.95	\$15.05	\$13.30	\$12.00
2	\$16.25	\$15.35	\$13.60	\$12.30
3	\$16.55	\$15.65	\$13.90	\$12.60
4	\$16.95	\$16.05	\$14.30	\$13.00
5	\$17.35	\$16.45	\$14.70	\$13.40
6	\$17.75	\$16.85	\$15.10	\$13.80
7	\$18.25	\$17.35	\$15.60	\$14.30
8	\$18.75	\$17.85	\$16.10	\$14.80
9	\$19.50	\$18.60	\$16.85	\$15.30
10	\$20.25	\$19.35	\$17.60	\$16.05

Schedule B
2019-20 Salary Schedule

<u>Step</u>	<u>B22</u>	<u>B21</u>	<u>A13</u>	<u>A12</u>
1	\$16.60	\$15.65	\$13.85	\$12.30
2	\$16.90	\$15.95	\$14.15	\$12.60
3	\$17.20	\$16.25	\$14.45	\$12.90
4	\$17.60	\$16.65	\$14.85	\$13.30
5	\$18.00	\$17.05	\$15.25	\$13.70
6	\$18.40	\$17.45	\$15.65	\$14.10
7	\$18.90	\$17.95	\$16.15	\$14.60
8	\$19.40	\$18.45	\$16.65	\$15.10
9	\$20.15	\$19.20	\$17.40	\$15.60
10	\$20.90	\$19.95	\$18.15	\$16.35

MANKATO AREA PUBLIC SCHOOLS

Level I Grievance Complaint Form

This form is to be filed in duplicate with the Administrative Supervisor

Name of Grievant _____ School _____

Address of Grievant _____ Home Phone _____

Assignment _____ Principal _____

Date Filed _____ Grievance Representative: _____

Date Knowledge of Grievance Occurred _____

Statement of Grievance _____

Additional statement may be attached if necessary.

Contract Provision Allegedly Violated: _____

Relief Sought _____

Signature of Grievant

Date

Disposition by Administrative Supervisor

Signature of Supervisor

Date

Position of Grievant: ☐ I accept the above disposition.
☐ I intend to process the grievance to the next step.

Signature of Grievant

Date

MANKATO AREA PUBLIC SCHOOLS

Level II Grievance Complaint Form

This form is to be filed in duplicate with the District Superintendent

Name of Grievant _____ School _____

Address of Grievant _____ Home Phone _____

Assignment _____ Principal _____

Date Filed _____ Grievance Representative: _____

Was Level I procedure utilized? ☐ Yes ☐ No

Date Knowledge of Grievance Occurred _____

Statement of Grievance _____

Additional statement may be attached if necessary.

Contract Provision Allegedly Violated: _____

Relief Sought _____

Signature of Grievant _____

_____ Date

Disposition by Superintendent _____

Signature of Superintendent _____

_____ Date

Position of Grievant: ☐ I accept the above disposition.

☐ I intend to process the grievance to the next step.

Signature of Grievant _____

_____ Date

MANKATO AREA PUBLIC SCHOOLS

Level III Grievance Complaint Form

***This form is to be filed in duplicate with the Clerk and Chairperson
of the School Board***

Name of Grievant _____ School _____

Address of Grievant _____ Home Phone _____

Assignment _____ Principal _____

Date Filed _____ Grievance Representative: _____

Was Level I procedure utilized? ☐ Yes ☐ No

Was Level II procedure utilized? ☐ Yes ☐ No

Date Knowledge of Grievance Occurred _____

Statement of Grievance _____

Additional statement may be attached if necessary.

Contract Provision Allegedly Violated: _____

Relief Sought _____

Signature of Grievant

Date

Disposition by School Board: _____

Signature of Board Chairperson

Date

Position of Grievant: ☐ I accept the above disposition.

☐ I intend to process the grievance to the next step.

Signature of Grievant

Date

MANKATO AREA PUBLIC SCHOOLS

Request for Arbitration Form

This form is to be filed in duplicate with the Superintendent of Schools

Name of Grievant _____ School _____

Address of Grievant _____ Home Phone _____

Assignment _____ Principal _____

Date Filed _____ Grievance Representative: _____

Was Level I procedure utilized? ☐ Yes ☐ No

Was Level II procedure utilized? ☐ Yes ☐ No

Was level III procedure utilized? ☐ Yes ☐ No

Date Knowledge of Grievance Occurred _____

Date Decision Rendered by School Board _____

Statement of Grievance _____

Additional statement may be attached if necessary.

Contract Provision Allegedly Violated: _____

Relief Sought _____

Signature of Grievant

Date

MANKATO AREA PUBLIC SCHOOLS
Independent School District No. 77

Document Removal Request Form

I hereby request that the attached document(s) be removed from my personnel file. I understand that the District is not obligated to grant this request, and that its refusal to grant this request is not subject to Article XIV (Grievance Procedure) of the Master Agreement between the District and the Educational Secretaries Association. I further understand that by submitting this request I am not giving up my right to seek other remedies that may be available under the Master Agreement between the District and the Educational Secretaries Association or under state and federal statutes.

Please explain your reasons for requesting that the document(s) be removed.

Signature of Requester

Date of Request

FOR OFFICE USE ONLY

☐ Your request to remove the attached document(s) has been granted.

☐ Your request to remove the attached document(s) has been denied.

Director of Human Resources

Date

LETTER OF AGREEMENT I

This Letter of Agreement is entered into between Independent School District No. 77 (the "District") and the Educational Secretaries Association (the "Association") to specify the secretaries who fall under Section 5, Grandfather Provision, of Article XIV, Paid Holidays, in the 2016-18 Master Agreement between the parties:

The parties have agreed that the following secretaries will receive the same number of holidays they received during the 2009-10 school year for as long as they remain in the same position with the same number of work days. If the work year or hours for the position(s) increase to a level that provides for additional holidays under the Master Agreement, the holidays shall be provided in accordance with the Master Agreement.

<u>Employee</u>	<u>#Holidays</u>
Margaret Beaty	5
Rosetta Blomquist	5
Robin Freyberg	5
Mary Gitter-Zehnder	5
Ann Moody	5
Barbara Neilsen	5

LETTER OF AGREEMENT II

This Letter of Agreement is entered into between Independent School District No. 77 (the "District") and the Mankato Educational Secretaries Association (the "Association") to specify procedures and criteria for determination of "relevant experience" of new employees as outlined in Article VI Salary Classifications and Pay, Section 3 Salary Schedule Placement, Subd.1 as detailed below in the 2018-20 Master Agreement between the parties:

"Upon employment in District 77, for purposes of placement on the salary schedule, a new employee shall be given credit for relevant experience outside District 77 for each documented year of experience up to five (5) years."

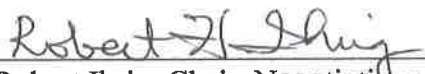
The parties have agreed to the following criteria and procedures governing application of relevant experience:

- 1) Priority for relevant experience shall be on school sector experience that is appropriate for the position being considered for employment.
- 2) Specific experience in the following shall be considered: Working with and responding to the daily needs of students; awareness or working knowledge of outside resources for students and families; working with and effectively responding to professional requests of supervisors and co-workers; ability to problem-solve situations in the work environment; working with technology and appropriate digital programs related to school practices.
- 3) Representatives of the Association leadership shall be invited to participate in the hiring process to ensure candidate understanding of job responsibilities and the appropriate application of relevant experience.
- 4) Relevant experience of new employees shall only be applied to placement on the appropriate step of the salary schedule. Eligibility of new employees for future longevity payments shall be based upon actual years of experience in positions in the District covered by this agreement as stipulated in Article VI CLASSIFICATIONS AND PAY, Section 2, Subd.2.

IN WITNESS THEREOF, the parties agree to the terms and conditions stated herein:

Mankato Educational Secretaries Association

Independent School District No.77


Robert Ihrig, Chair, Negotiations Committee


Eric Hudspith, Director, Human Resources

Date: October 5, 2018

Date: 10/5/18