

MASTER AGREEMENT

between

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

and

**MINNESOTA SCHOOL EMPLOYEES
ASSOCIATION
Mankato, Minnesota**



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

Approved by Board of Education
November 5, 2018

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MASTER AGREEMENT

between

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

and

**MINNESOTA SCHOOL EMPLOYEES ASSOCIATION
MANKATO, MINNESOTA**

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 District, and the Minnesota School Employees Association, hereinafter referred to as the Exclusive Representative, pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, as amended, hereinafter referred to as P.E.L.R.A., to provide the terms and conditions of employment for employees as defined in Article III during the duration of this Agreement.

ARTICLE II RECOGNITION OF EXCLUSIVE REPRESENTATIVE

Section 1. Recognition: In accordance with the P.E.L.R.A., the School Board recognizes the Minnesota School Employees Association as the Exclusive Representative for employees as listed in Article IX, Section 2, of the School Board of Independent School District No. 77, which Exclusive Representative shall have those rights and duties as prescribed by the P.E.L.R.A. and as described in the provisions of this Agreement.

Section 2. Appropriate Unit: The Exclusive Representative shall represent all such employees of the District contained in the appropriate unit, as defined in Article III, Section 2 of the Agreement and P.E.L.R.A. and the Bureau of Mediation Services certification.

ARTICLE III DEFINITIONS

Section 1. Terms and Conditions of Employment: Shall mean the hours of employment, compensation therefore (including fringe benefits), and the employer's personnel policies affecting working conditions of employees.

Section 2. Description of Appropriate Unit: For purposes of this Agreement, the term employee shall mean all persons who are employed by Independent School District No. 77, Mankato, Minnesota, in one or more of the positions listed in Article IX, Section 2, and who are public employees within the meaning of Minnesota Statute 179A.03, Subdivision 14. Part-time employees whose service does not exceed the lesser of fourteen (14) hours per week or 35% of the normal work week in the appropriate unit are excluded. For the purposes of this section, the normal work week is defined as thirty (30) hours. Supervisory employees, essential employees, confidential employees, employees who hold positions that are temporary or seasonal in character

for a period not in excess of sixty-seven (67) work days in any calendar year, and emergency employees are also excluded.

In the event that the District and the Exclusive Representative are unable to agree as to the inclusion or exclusion of a new or revised position, the issue shall be submitted to the Bureau of Mediation Services for determination.

Section 3. District: For the purposes of administering this Agreement, the terms "District", "Board" and "School District" shall mean the School Board or its designated representatives.

Section 4. MSEA: For the purposes of administering this Agreement, the terms "Association", "MSEA" and "Exclusive Representative" shall mean the Minnesota School Employees Association or its designated representatives.

Section 5. Standard Work Day: An employee's standard work day shall be the scheduled number of hours per week divided by five. Hours worked in after-school programs shall not be considered in calculating the standard work day.

Section 6. Position Titles: For the purposes of this agreement, "General Education Paraeducator" shall include persons who are assigned as ELL, Read Naturally, or overenrollment paras, and as paraeducator in the after-school ExCel program. "Non-classroom Area Monitor" shall include persons who are assigned as a playground supervisor, as a lunchroom supervisor, as a locker room supervisor, or as a bus area monitor.

Section 7. Definition of Full-Time Regular Employee: For the purpose of this Agreement, a full-time regular employee shall be defined as an employee whose work week assignment is thirty (30) hours per week or more for nine (9) consecutive months or more in the contract year.

Section 8. Interim Employees:

Subd. 1. Definition of Interim Employee: For the purposes of this Agreement, an interim employee shall be defined as a person who is employed by the District on an at-will basis in a position that has been posted and for which formal appointment by the Board is pending the expiration of the posting.

Subd. 2. Status: Interim employees shall not be covered by this Agreement.

Subd. 3. Retroactive Benefits: When the School Board appoints a person to fill a vacant position, if that person had been employed in that position as an interim employee, the following benefits will be retroactive to that employee's first day of work for the District: seniority, sick leave accumulation, rate of pay, and holiday pay.

Section 9. Work Year:

Subd. 1. Subject to Subd. 3, the work year, excluding paid holidays, for employees employed in the following programs shall be at least as indicated:

WORK PROGRAM	LEVEL	YEAR
Title I	K-8	136 days or equivalent hours
Intervention	K-6	136 days or equivalent hours
Assurance of Mastery	1-8	123 days or equivalent hours

ExCel
Printer's Assistant

1-6
District

97 days or equivalent hours
12 months

For all other employees, the work year, excluding paid holidays, shall be at least equal to the number of student contact days at the site to which they are assigned. All holidays, as identified in Article VIII, Section 1, and staff development time, as identified in Article XV, Section 8, shall be in addition to the number of workdays in an employee's work year.

Subd. 2. Subsequent School Years: Subject to Subd. 3, for subsequent school years, the work year for employees will be at least equal to the number of days in the work year during the immediately preceding school year unless the number of days in the work year is reduced as part of a budget reduction plan adopted by the Board. In the event that the Board reduces the length of the work year, those employees affected by the reduction will be notified at least thirty (30) days before the reduction is scheduled to take effect.

Subd. 3. Program Cancellations: When a program is cancelled due to a conflict with another activity at that building, employees assigned to that program at that building shall be released from duty and shall not be compensated for that part of their assignment for that day.

Subd. 4. Summer School Employment: Association members will have first consideration for summer school paraeducator positions.

Section 10. Other Terms: Terms not defined in this Agreement shall have those meanings as defined by the P.E.L.R.A.

ARTICLE IV **SCHOOL BOARD RIGHTS**

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

Section 2. Management Responsibilities: The Exclusive Representative recognizes the right and obligation of the School Board to manage efficiently 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 State and Federal laws, State Department regulations, and 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 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 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/her representative to the expression or communication of a view, grievance, complaint, or opinion on any matter related to the conditions or compensation of public employment or their betterment so long as the same is not designed to and does not interfere with the full, faithful and proper performance of the duties of employment or circumvent the rights of the Exclusive Representative.

Section 2. Right to Join: 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 purposes 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.

Subd. 1. Payroll Deductions: Pursuant to M.S. 179A.06, the District will deduct from the regular payroll Association dues for those employees in the bargaining unit who are members of the Association and who have requested in writing to have their regular Association dues paid by payroll deduction.

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

Subd. 3. MSEA Lists: The District shall report to the Association the information on all employees including additions, deletions, and status changes within the bargaining unit. The report shall be made on a bi-weekly payroll period basis and shall be transmitted no later than one (1) week following the end of each payroll period.

Section 4. Personnel Files: All evaluations and files generated within the School District relating to each assistant employee shall be available during regular school business hours to each individual assistant 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.

Section 5. Job Descriptions: Upon initial employment by the District, each employee will be provided the general job description for his/her job classification.

Section 6. Notification of Tentative Assignment: The District shall notify each member of the bargaining unit, by August 15 of each year, of his/her tentative assignment for the next school year. The Notice of Tentative Assignment shall include the employee's name, assignment (position title, standard work day, and building), and effective date.

ARTICLE VI
CLASSIFICATIONS AND PAY

Section 1. Salary Schedules: Effective July 1, 2018, the salary schedules for 2018-19 and 2019-20 will apply to all employees and are attached as part of this Agreement as Appendix A and Appendix B, respectively. New employees will be placed on step one of the salary schedule. Current employees whose salary is above the schedule will be subject to the following formula:

2018-19 Salary = (2017-18 Salary increased by 3%)

2019-20 Salary = (2018-19 Salary increased by 3%)

Subd. 1. Transfers: Transfers from one classification or position to another classification or position shall be made with the approval of the School District. Unless it is a voluntary transfer, a transfer shall not decrease the earnings for the same time worked of any employee covered by this Agreement.

Subd. 2. Changing Classification: Employee transfers from one classification to another higher classification or lower classification shall be made with the approval of the School Board. Employees will remain on their current step when transferring to the new classification. The compensation for employees above the salary schedule shall be determined as follows:

[(Hourly Rate for Current Classification)/(Starting Rate for Current Classification)] X(Starting Rate for New Classification)

Section 2. Hourly Differentials:

Subd. 1. Longevity: Effective July 1 of each fiscal year, the hourly rate of employees who have completed 10, 15, 20, 25, or 30 years of service shall be increased by the following amounts:

<u>Yrs of Service</u>	<u>Hourly Rate Incr.</u>
10	\$.35
15	\$.40
20	\$.45
25	\$.50
30	\$.55

For purposes of this subdivision, any hourly rate increase shall begin on July 1 following the completion of the requisite years of service.

Subd. 2. Service Year: If an employee's effective date of employment is prior to February 1 of the school year, the year shall be considered a year of service for purposes of Article VI, Section 1 and Article VI, Section 2, Subd. 1. Employees rehired following termination of their probationary employment at the end of the previous school year will continue with their rate of pay as if they had had continuous employment if they are rehired by November 1. If such employees are rehired after November 1, it shall be considered a break in service and they will be hired as a new employee. Employees on a leave of absence for a full school year shall not be credited with a pay increase for the year during which they were on leave.

Title I Lead Paraeducators who are assigned to a school in which the enrollment is less than 400 students shall be paid an additional stipend of \$425.00. Title I Lead Paraeducators who are assigned to a school in which the enrollment is at least 400 students shall be paid an additional stipend of \$500.00.

Section 3. Overtime: Time and one-half shall be paid for all hours over ten (10) hours per day or forty (40) hours per week.

Section 4. Sunday and Holiday Premium Pay: All work performed by an employee on a Sunday or contractual holiday shall be compensated at the rate of two (2) times the employee's regular hourly rate of pay.

Section 5. Pay Dates: Paychecks will be distributed to employees on the 15th day and the last day of each month. When the 15th of the month, or the last day of the month, falls on Saturday, Sunday, or a legal holiday, checks will be issued on the preceding workday.

Section 6. Special Program Rates of Pay: With the written approval of the Association the District may establish a higher rate of pay for a position within a special program. Such higher rate of pay shall be established by the District for all such positions, and shall be paid for the duration of the special program only, and shall not entitle employees to such higher rate for any other program or purpose. The District may add positions that fit this criteria during the course of this agreement. The current positions are:

POSITION TITLE

RATE OF PAY

Student Success Coach

(B21 Hourly Rate) + \$2.63

Paras required to be PCM trained based

on individual student behavior intervention plan

Section 7. Split Shifts: A split shift shall be defined as a workday that has more than a one (1) hour break in service without pay to the employee. When a split shift is assigned the employee shall be compensated an additional one dollar (\$1.00) per hour, added to their hourly rate of pay for every hour worked. Periods of twenty (20) minutes or less of non-scheduled work time shall be considered work time and will be paid at the employee's regular rate of pay, subject to Article VI of the Master Agreement.

Section 8. Temporary Classification Advancement: During the time an employee is temporarily advanced to a higher classification by the employee's immediate supervisor, that employee shall be compensated at an hourly rate determined by the formula in Article VI, Section 1, Subd. 2, so long as that temporary advancement is for at least one workday.

ARTICLE VII
LEAVES OF ABSENCE

Section 1. Sick Leave: Sick leave shall be granted and deducted in hourly units. At the start of each school year, subject to the limitation set forth in Subd. 1, the unused sick leave for employees shall be increased by an amount equal to the number of hours in the employee's standard work day. During the school year, subject to Subd. 1 or 2 below, at the end of each month during which the employee works, or is on paid leave, his or her sick leave accrual shall be increased by an amount equal to his or her standard work day as defined in the Notice of Tentative Assignment or in the most recent notice of change in assignment. Payment for sick leave shall be calculated on the standard work day of the employee.

Subd. 1. Maximum Unused Sick Leave: Unused sick leave shall not exceed an amount equal to one hundred fifty (150) times the number of hours in an employee's standard workday, except in those cases in which the excess results from a reduction in hours.

Subd. 2. Reduced Hours and Unused Sick Leave Accumulation Maximums: If an employee's regular hours are reduced and their unused sick leave exceeds the new maximum number of hours allowed, no hours of unused sick leave already accumulated will be deducted from the employee's unused sick leave credit balance. Once the level of unused sick leave accumulation falls below the new maximum allowed, new hours of unused sick leave will begin to accumulate up to the maximum hours allowed.

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

Subd. 4. The District may require an employee to furnish a medical certificate from a qualified physician or qualified health care provider 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 District.

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 unused sick leave credited to the employee.

Subd. 7. An employee who uses no more than one (1) standard work day of sick leave during a year (July 1 through June 30) may request in writing to obtain (1) additional personal leave day. Such a request must be submitted no later than July 31st, and the additional day of personal leave must be used by the following June 30th. The additional personal day is subject to maximum personal leave accrual.

Section 2. 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 Minnesota statute or federal law.

(a) An employee may use personal sick leave benefits provided by the employer for absences due to an illness of or injury to the employee's child, as defined in section 181.940, subdivision 4, adult child, spouse, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent, for reasonable periods of time as the employee's attendance may be necessary, on the same terms upon which the employee is able to use sick leave benefits for the employee's own illness or injury. This section applies only to personal sick leave benefits payable to the employee from the employer's general assets.

(b) An employee may use sick leave as allowed under this section for safety leave, whether or not the employee's employer allows use of sick leave for that purpose for such reasonable periods of time as may be necessary. Safety leave may be used for assistance to the employee or assistance to the relatives described in paragraph (a). For the purpose of this section, "safety leave" is leave for the purpose of providing or receiving assistance because of sexual assault, domestic abuse, or stalking. For the purpose of this paragraph:

(1) "domestic abuse" has the meaning given in section 518B.01;

(2) "sexual assault" means an act that constitutes a violation under sections 609.342 to 609.3453 or 609.352; and

(3) "stalking" has the meaning given in section 609.749.

(c) An employer may limit the use of safety leave as described in paragraph (b) or personal sick leave benefits provided by the employer for absences due to an illness of or injury to the employee's adult child, spouse, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent to no less than 160 hours in any 12-month period. This paragraph does not apply to absences due to the illness or injury of a child, as defined in section 181.940, subdivision 4.

(d) For purposes of this section, "personal sick leave benefits" means time accrued and available to an employee to be used as a result of absence from work due to personal illness or injury, but does not include short-term or long-term disability or other salary continuation benefits.

(e) For the purpose of this section, "child" includes a stepchild and a biological, adopted, and foster child.

(f) For the purpose of this section, "grandchild" includes a step-grandchild, and a biological, adopted, and foster grandchild.

(g) This section does not prevent an employer from providing greater sick leave benefits than are provided for under this section.

(h) An employer shall not retaliate against an employee for requesting or obtaining a leave of absence under this section.

Section 3. Bereavement Leave: An employee shall be granted bereavement leave of up to five (5) times the employee's standard workday per occurrence with full salary for a death in the employee's immediate family.

Subd. 1. For purposes of this Article, the employee's immediate family shall consist of the employee's spouse, parents, step-parents, grandparents, children, grandchildren, and siblings; the spouses of the employee's children; and the parents and grandparents of the employee's spouse.

Subd. 2. Up to two (2) days per year, non-accumulative, of the allowance provided in Subd. 1 will be granted an employee for the death of any other person the employee defines as a member of his/her family.

Section 4. Emergency Leave: Up to five (5) times the employee's standard workday per year with full salary shall be granted in case of absence because of serious illness in the employee's immediate family.

Subd. 1. Up to two (2) times the employee's standard workday of the allowance provided in Section 3 will be granted an employee for the serious illness of any other person.

Subd. 2. 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/her judgment, such a request is valid.

Subd. 3. If any employee wishes to avail himself/herself of the provisions, he/she must present a Leave Request Form to both his/her supervisor and the Director of Human Resources no later than the day following his/her return to work. Documentation of appropriate use of emergency leave may be required by the District.

Subd. 4. In no event shall Emergency Leave exceed five (5) times the employee's standard workday per year, subject to Subd. 2 of this section.

Section 5. Personal Leave:

Subd. 1. Amount: For each fiscal year covered by this agreement, two (2) times the employee's standard workday shall be granted an employee to be used for the employee's personal business. 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 his/her immediate supervisor as early as possible, but in any event at least twenty-four (24) hours in advance, except in cases of an emergency. For employees newly hired after November 1, personal leave shall be prorated in half-day increments if the employee works less than the full program duty year of his/her assignment.

Subd. 2. Accrual: At the end of each fiscal year, unused personal leave may be carried over to the following fiscal year, not to exceed a maximum accumulation of six (6) personal leave days in a fiscal year. The carryover of personal leave and the total accumulated balance shall be converted to hours.

Subd. 3. Limitations: No more than two (2) employees shall be absent from a given building on any given day pursuant to this section. The District shall not be required to grant personal leave for the first duty day of the school year, during the last ten (10) days of the duty year, nor for the day before or after any holiday or break in the school year. Personal leave shall be granted in hourly increments with a minimum of one hour.

Subd. 4. Exemptions: 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 in Subd. 2, shall not be construed as establishing a past practice or prejudice the District's right to enforce such limitations at its discretion.

Section 6. Maternity Leave: When an employee becomes pregnant, she may request maternity leave.

Subd. 1. Maternity leave will be granted in accordance with the regular sick leave provisions of Article VII, Section 1, for disability related to pregnancy or childbirth limited to that period of time only which a licensed physician or qualified health care provider 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 or qualified health care provider.

Section 7. Child Care Leave of Absence:

Subd. 1. A child care leave may be granted by the District to an employee who is the natural or adoptive parent in conjunction with the birth or adoption of a child.

Subd. 2. An employee making application for child care leave shall inform the District or its designee, in writing, of his/her intention to take the leave at least three (3) calendar months before the commencement of the intended leave, unless a shorter notice is required by statute.

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; e.g., 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 re-employed in a position of comparable duties, number of hours, and pay. If, during the leave, the District experiences a layoff and the employee would have lost a position had the employee not been on leave, the employee is not entitled to reinstatement in the former or comparable position. In such circumstances, the employee retains all rights under Article IX (Reduction in Force).

Subd. 6. Failure of an employee to return pursuant to the determination 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 Article XII 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 unless otherwise required by statute.

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

Section 8. Medical Leave:

Subd. 1. An employee, who has completed his/her probationary period, who is unable to perform his/her 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 one (1) year. This leave may be renewed at the discretion of the School District.

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

Section 9. Association Leave:

Subd. 1. Intermittent Association Leave: Each year the Association shall be credited with five (5) days of intermittent association leave, non-cumulative, with pay, to be used by

persons who are officers or agents of the exclusive representative. An additional ten (10) days may be used with the deduction of substitute pay. Time taken or requested shall be in increments of full workdays. Requests for intermittent association leave, signed by the Chief Steward of the Association, shall be submitted to the Director of Human Resources at least forty-eight (48) hours in advance. If the request is denied, the requestor and the Chief Steward of the Association shall be notified at least twenty-four (24) hours prior to the day of the leave.

Subd. 2. Extended Association Leave: Upon a written request submitted to the Director of Human Resources, an employee shall be granted an extended, unpaid leave of up to one school year to serve as an officer of, or in another position for, the Association. In no event shall more than one employee be granted such extended association leave during the same school year.

Section 10. Other Non-Pay Leave Requests: Unpaid leave may be granted in cases of medical reasons when sick leave has been exhausted and documentation is presented by a qualified health care provider as evidence of illness which prevented his/her attendance on that day or days. The District may, in its discretion, grant unpaid leave for extraordinary circumstances as determined by the District. Unpaid leave will not be granted for vacation purposes. Personal leave must be used before unpaid leave. Employees who use unpaid leave without approval may be subject to the disciplinary process.

Section 11. Limitations: Paid leave benefits (sick leave, bereavement leave, emergency leave or personal leave) are not available to employees during the time that they are on unpaid leave of absence.

Section 12. Credit: An employee who returns from unpaid leave shall retain experience credit for pay purposes and other benefits which he/she accrued at the time he/she 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 he/she is away from his/her employment assignment. If the employee's presence in court is for the purpose of offering testimony, he/she must provide the Office of Human Resources with a copy of the subpoena or other written documentation that requires his/her presence, and he/she will be compensated for the difference between his/her regular salary and the pay received, if any, for the period he/she is away from his/her regular employment assignment. In no event shall this section apply to an employee whose presence in court is a result of the fact that he or she is a party to the action under consideration by the court.

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 five (5).

Section 15. Donation of Personal Leave Days

Subd 1. A employee may elect to donate one (1) or more of his/her accumulated personal leave days to another District employee who has exhausted his or her accumulated sick leave.

Subd. 2. A 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 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.

Subd. 3. The day(s) donated shall be based on the donor's full-time equivalent (FTE) assignment and will be credited as such to the donee's sick leave. Example: A day donated by a .80 FTE employee would be equal to a .80 FTE day for the donee.

Subd. 4. Days donated shall constitute the use of those days. Such days shall be subtracted from the employee's total accumulated personal leave days for that school year. Such days shall not be eligible for carry over to the next school year.

ARTICLE VIII HOLIDAYS

Section 1. Holidays: Subject to the terms and conditions as set forth in Section 2, all eligible bargaining unit employees will receive holiday pay for the following holidays:

Thanksgiving Day	Day after Thanksgiving
Day before Christmas	Christmas Day
Good Friday	New Year's Eve Day
	New Years Day

Twelve-month employees shall receive the following additional paid holidays:

Independence Day	Labor Day
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Section 2. Eligibility: To be eligible for holiday pay the employee must work his/her regularly scheduled work day before and after the holiday, and the holiday must fall within the employee's work year as defined in Article III, Section 9. If, however, an employee's absence on the work day before and/or the work day after the holiday is due to an excused illness or other paid leave under this Agreement, or if the employee's daily work schedule, as prescribed by the School District, does not include the work day before and/or the work day after a holiday, the employee shall be eligible for holiday pay. Holiday pay shall be calculated by multiplying the employee's hourly rate by the number of hours he/she is scheduled to work on a standard work day as defined in Article III, Section 5.

Section 3. Weekends: Holidays that fall on weekends will be observed on a day established by the School District.

ARTICLE IX REDUCTION IN FORCE

Section 1. Procedure: In the event of a reduction in force, bargaining unit employees shall be laid off pursuant to the provisions of this Article.

Section 2. Job Classifications: For the purposes of this Article, and for the purposes of Article III, Section 2, the following job classifications and positions shall exist:

<u>CLASSIFICATION</u>	<u>BAND/GRADE</u>	<u>POSITION TITLE</u>
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Classification 1:	A12	POS Operator
		Printer's Assistant
Classification 2:	B21	Special Education Paraeducator
		Title I Paraeducator
		Assurance of Mastery Paraeducator
		Non-classroom Area Monitor
		General Education Paraeducator
		Structured Study Center Supervisor
		Health Assistant
		Security Guard
Classification 3:	B22	Intervention Paraeducator
Classification 4:	B23	LPN/RN

In the event that the employer and the exclusive representative are unable to agree as to the classification of a new or revised position, the employer shall determine the classification.

Section 3. Seniority: Employees shall acquire seniority upon completion of the probationary period as defined in this Agreement. An employee's seniority date shall be the date on which he or she first began continuous service in a position covered by this Agreement. In the event that two or more employees have the same seniority date, the following tiebreaker shall be applied:

Using the last four (4) digits of the employee's social security number, the employee with the highest number shall be most senior.

Subd. 1. All employees shall have one seniority date. The seniority date shall be used for all positions worked within classification.

Section 4. Lay Off Notice: At least thirty (30) days written notice shall be given to any employee who is being laid off by the School District for reasons of staff reduction. Said notice shall include the date of layoff and the reason for lay off.

Section 5. Lay Off: A member of the Association who is placed on layoff during the school year shall be able to exercise his/her rights under this Article immediately upon being placed on layoff. The selection of employees for lay off shall be made in reverse order of seniority within position as listed in Article IX, Section 2. An employee so affected who is more senior than one or more other employees within any position he or she held as identified on the Seniority List shall be assigned to any position that is held by the least senior employee with an equal, or closest to equal, number of hours for the total assignment, or shall be transferred into another position if the employee has the ability to perform the duties assigned as determined by the job description.

Section 6. Recall: An employee on lay off shall retain seniority and right to recall to any position that he or she held as identified on the Seniority List that is equal in hours to the position the employee held immediately prior to being placed on lay off. An employee on lay off who accepts recall to a position for fewer hours than the total assignment the employee held immediately prior to being placed on lay off shall retain his or her right to recall to a position that is equal in hours to the total assignment he or she held immediately prior to being placed on lay off. Employees on lay off shall be recalled in seniority order to any position for which he or she has seniority rights. No new employees will be hired while employees who are qualified to perform the duties of the job, and are willing to accept the positions open, are on lay off. An employee on lay off shall be eligible for recall for a period of eighteen (18) consecutive months following the date of lay off. If an employee does not accept recall to a position that is equal in hours to the total assignment the employee held immediately prior to being placed on lay off, his/her recall rights shall be terminated.

Section 7. Termination of Seniority: Seniority rights shall terminate upon resignation or termination of an employee pursuant to this Agreement or after eighteen (18) consecutive months of layoff.

Section 8. Seniority Lists

Subd. 1. Publication: A preliminary seniority list listing each position held as identified in Article IX, Section 2, shall be published and provided to the Chief Stewards of the Association on or before January 15th of each year. A final seniority list shall be published on or before March 1st of each year and shall incorporate any changes resulting from the appeal process set forth in Subd. 2 below. Copies of the final lists shall be provided to the Chief Stewards of the Association. The final lists, as published on March 1st, shall govern the lay off and recall procedures as set forth in Article IX, Sections 5 and 6.

Subd. 2. Appeal: Any member of the Association who believes the preliminary seniority lists published on January 15th are not accurate may submit a written appeal to the Director of Human Resources on or before February 15th. Any challenges unable to be resolved shall be subject to the grievance procedure.

ARTICLE X
CHANGE IN HOURS ASSIGNED

Section 1. Procedure: A member of the Association whose hours are reduced during the school year shall not be able to exercise his/her rights under this Article until the beginning of the next school year unless the exercise of those rights does not require that any person be assigned to a different building. In the event of reductions in hours, bargaining unit employees shall be reassigned pursuant to the provisions of this Article.

Section 2. Reductions in Hours: If the number of hours an employee is assigned to work is reduced, he or she shall be assigned to the same position that is held by the least senior employee whose assignment is closest to, but not greater than, the assignment originally held by the employee whose hours are being reduced. The employee displaced by this reassignment may accept the assignment of the person whose hours are being reduced, or may request reassignment based on a reduction in hours. Any employee so affected may, at his or her discretion, be placed on layoff in lieu of accepting an assignment to a position with fewer hours.

Section 3. Increases in Hours: If the District determines it's necessary to increase the number of hours of services provided by a position listed in Article IX, Section 2, it may do so, at its discretion, in accordance with Article XI, Section 1.

Subd. 1. Special Funding Increases In Hours: When the District allocates or receives special funding for a specific program or purpose, employees shall have the right of first refusal, by seniority, for extra hours that are available as the result of such special funding. The employee must be available for the hours, must be qualified for the program or purpose to be served, and the increase in hours must not result in overtime without authorization from the District.

1. If the funding continues into the next school year, those employees already working extra hour assignments shall have the right of first refusal for the continued program or

purpose. These hours are only guaranteed to the extent that the program or purpose is continued.

2. If the special funding or purpose is site or building specific, then seniority and rights to hours will be limited to that specific site or building (not districtwide) as defined in Subd. 1 of this section.

Section 4. Notice of Change in Assignment and/or Hours: If the District changes an employee's assignment or hours, the employee shall receive a notice of such change from the District. This notice shall contain the employee's name, old assignment and hours, new assignment and hours, rate of pay (if changed) and effective date. This notice shall be sent via first class mail to the address of the employee on file in the District's office within five (5) business days of Board action.

Subd. 1. Effects on Benefits: Except for life insurance and long-term disability insurance, once a change in hours has occurred and notice has been issued by the District, all benefits shall be based on the new number of hours starting on the effective date. For long-term disability insurance, eligibility based on the new number of hours will be governed by Article XVI, Section 1, Subd. 2. For life insurance, eligibility based on the new number of hours will be governed by Article XVI, Section 2, Subd. 2.

Section 5. Permanent Increases In Hours: Increases in hours not subject to Section 3, Subd. 1 shall be considered to be permanent unless the District issues another Change in Assignment Notice within seventy (70) calendar days. The Change in Assignment Notice shall include the date on which the District's option to cancel the increase, without being subject to Article IX, expire.

ARTICLE XI **VACANCIES, POSTINGS AND TRANSFERS**

Section 1. Postings

Subd. 1. Permanent Vacancies: Notice of all permanent vacancies shall be posted on the employees' bulletin board at least ten (10) calendar days in advance of filling such vacancies and copies of same shall be given to the local Chief Steward and the MSEA office for their files. During the summer months, notices of permanent vacancies shall be posted on the District's website (www.isd77.k12.mn.us) and on the District's Help Line (507-386-4777). For purposes of this Article, a permanent vacancy shall be defined as any vacancy anticipated to last for a period of six (6) months or more.

Subd. 2. Existing Positions: An existing position that is not eligible for inclusion in the unit shall be posted if the hours allocated to it are increased to the point that the position is eligible for inclusion in the unit.

Subd. 3. Increases Greater Than Five (5) Hours: Subject to Article X, Section 4, when the hours assigned to a position are increased by more than five (5) hours but less than ten and one-half (10.5) hours, the additional hours shall be posted on a district-wide basis. If the increase is at least ten and one-half (10.5) hours, the position shall be posted as a vacancy.

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

Section 3. Filling Vacancies: The District and the exclusive representative agree that the

selection of personnel is an inherent managerial right. The District, however, understands that employees who have obtained seniority within a classification believe that seniority should be considered when selecting personnel to fill vacancies covered by this agreement.

Subd. 1. If the District decides that two or more applicants are equally qualified for a position, it shall appoint the most senior employee to that position. The District shall have the exclusive right to decide whether two or more applicants are equally qualified, and its decision and any actions based on that decision shall be grievable only through Level 2, but shall not be subject to arbitration.

Subd. 2. Whenever an employee who meets the qualifications for a position covered by this Agreement has made application for such a position but has not been selected, he or she may request the reasons in writing. Upon receipt of such a request, the District shall provide a response within fifteen (15) working days. The District's decision and its reasons shall be grievable only through Level 2, but shall not be subject to arbitration.

Section 4. Transfers:

Subd. 1. Voluntary Transfers: Any employee who wishes to transfer from one building to another, or who wishes to be given an assignment that provides for more hours, must submit a Request for Transfer Form (see Appendix) to the Office of Human Resources no later than the end of the school year. Such requests may be taken into consideration when making assignments for the next school year, but under no circumstances shall the District be required to grant any such request. Requests submitted at the end of one school year shall be considered only for assignments made during the next school year.

Subd. 2. Involuntary Transfers: Nothing in this Agreement shall prohibit the District from transferring an employee from one building to another, or from one classification to another. Such transfers are subject to Article X, Section 1 and Section 2, and shall not result in a reduction in an employee's hourly rate of pay with the exception of Article VI, Section 6, Special Program Rates of Pay.

ARTICLE XII **DISCIPLINE, DISCHARGE, AND PROBATIONARY PERIOD**

Section 1. Probationary Period: An employee under the provisions of the Agreement shall serve a probationary period of twelve (12) consecutive calendar months of continuous employment in a position covered by this Agreement 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 six (6) months in any such new position. During the six (6) months probationary period, if it is determined by the School District that the employee's performance in the new position is unsatisfactory, the School District shall have the right to reassign the employee to his/her former position.

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 XIII

WELLNESS BENEFIT

Section 1. Eligibility:

Subd. 1. At the end of a fiscal year, employees who have been employed by the School Board in a position covered by this Agreement for at least a number of days equal to the standard work year for a position during each of five (5) school years during the seven-year period immediately preceding the end of the fiscal year, and who are not already eligible, shall be eligible to begin accruing wellness units as defined in Section 2. The seven-year period immediately preceding the end of a fiscal year shall include that fiscal year. For example, the seven-year period immediately preceding the end of the 1995-96 fiscal year includes the following fiscal years: 1995-96, 1994-95, 1993-94, 1992-93, 1991-92, 1990-91 and 1989-90.

Subd. 2. For the purposes of this section, and for the purposes of Section 3, Subd. 1, employment to be counted toward eligibility and all accrual of unused sick leave shall begin with the most recent date of employment.

Section 2. Wellness Unit Accrual:

Subd. 1. Initial Credit: At the conclusion of the fiscal year during which an employee first becomes eligible to accrue wellness units as defined in Section 1, that employee shall be credited with a number of wellness units equal to the number of hours of unused sick leave credited to that employee.

Subd. 2. Annual Accrual: At the conclusion of each fiscal year thereafter, each employee shall be credited with an additional number of wellness units equal to the difference between the employee's unused sick leave at the end of the fiscal year and the employee's unused sick leave at the start of the fiscal year. If this should be a negative number, the employee's wellness units shall be equal to the number of wellness units at the start of the fiscal year. Once an employee has satisfied the eligibility criteria set forth in Section 1, this process of accruing wellness units 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 units 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 is employed in a position covered by this Agreement, or a person who is at least fifty-five (55) years of age and who is subject to recall to a position covered by this Agreement, shall be eligible to receive a wellness benefit upon submission of a written resignation accepted by the School Board. 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 units he or she has accumulated by nine dollars (\$9.00). In no event, however, shall an employee's wellness benefit exceed seven thousand five hundred dollars (\$7,500).

Subd. 3. Schedule of Payments: 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 on either the July or January payroll, whichever occurs soonest after the resignation date.

ARTICLE XIV **GRIEVANCE PROCEDURE**

Section 1. Definition of Terms and Interpretation:

Subd. 1. Grievance: A "grievance" shall mean an allegation by an employee, or the Exclusive Representative, as to the interpretation or application of any term or terms of this Agreement. 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, or the Exclusive Representative, having a grievance.

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

Subd. 4. Disposed: A settlement of a grievance to the satisfaction of both parties which has been reduced to writing.

Subd. 5. Extension: Time limits specified in this procedure may be extended by mutual agreement.

Subd. 6. 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. 7. 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. 8. Filing and Postmark: The filing or services of any notice or document herein shall be timely if it is submitted via United States mail and bears a postmark within the time period, or if it is a time-stamped facsimile, or a time-stamped electronic mail message, transmitted within the time period.

Section 2. Party: "Party" means either the Exclusive Representative and its authorized agent or the employer and its authorized agent.

Section 3. Time Limitation 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, he/she or they may first discuss the alleged grievance with his/her or their administrative supervisor either privately or accompanied by the Exclusive Representative without having reduced the grievance to writing.

Section 5. Adjustment of Grievance: The School Board and the Exclusive Representative 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 Exclusive Representative shall file a grievance on behalf of the employee(s), in the form herein provided, with the administrative supervisor and the Director of Human Resources 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, providing 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 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 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 a 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 Exclusive Representative and the School Board are unable to resolve any grievance, except a grievance relating to a policy of the

School District or a grievance arising out of Article XI, Section 3, 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 Exclusive Representative, 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: The parties shall within ten (10) days after the request to arbitrate, attempt to agree upon the selection of the arbitrator. If no agreement on an arbitrator is reached, either party may within ten (10) working days request the Bureau of Mediation Services to supply them with a panel of arbitrators. The arbitrator shall be selected by the strike-off method as provided in PELRA. The parties will complete the strike-off method within thirty (30) days of receiving the panel of arbitrators. Failure to request an arbitrator from the BMS 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. 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 closing 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 the P.E.L.R.A.

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, with the requesting party responsible for the cost of such transcript or recording. The parties shall share equally fees and expenses of the arbitrator, 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 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 their operations within 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 this Agreement or to enforce the award of an arbitrator.

ARTICLE XV

GENERAL PROVISIONS

Section 1. Representation: An employee elected or selected by the Association to attend Association meetings, conferences and/or to conduct Association business shall be granted time off or a leave of absence pursuant to the P.E.L.R.A.

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

Section 3. Mileage: Employees who are required to drive their personal vehicles for employment purposes will be reimbursed at the I.R.S. rate or one dollar (\$1.00) per day whichever is greater.

Section 4. Breaks:

Subd. 1. 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 at least four (4) hours but less than seven (7) hours per day are entitled to one fifteen (15) minute break per day.

Subd. 2. Employees working at least six (6) hours per day shall be provided with the opportunity for a duty-free, unpaid meal break of at least thirty (30) minutes each day. To the extent that it does not disrupt a continuous assignment, employees working at least five (5), but less than six (6) hours per day shall be provided with the opportunity for a duty-free, unpaid meal break of at least thirty (30) minutes each day. Employees working less than five (5) hours per day may be provided with the opportunity for a duty-free, unpaid meal break at the discretion of the District.

Section 5. School/Building Closure: Employees will be granted pay for up to the equivalent of two (2) work days per year, if school is cancelled because of snow or other emergency. There shall be no pay for hours missed due to after-school program cancellations. Employees will be required to work on any make-up days scheduled by the District. If the number of workdays on which school is cancelled because of snow or other emergency exceeds two (2) during a school year, an employee may elect to be paid for any workdays in excess of two (2) subject to the following conditions and limitations. For each workday in excess of two (2) that an employee elects to be paid, a workday will be deducted from his/her accumulated sick leave in hourly increments. In no event, however, shall the employee be allowed to use this provision to receive payment for a number of workdays that is greater than the number of workdays he/she has in cumulated sick leave, and in no event shall the employee be allowed to use this provision to reduce his/her cumulated sick leave by more than three (3) workdays during a single school year

or the hourly equivalent.

Section 6. Late Start and Early Dismissal: If school is started late or is dismissed early because of inclement weather or other emergencies and the instructional staff is dismissed, employees covered under this Agreement will also be dismissed at no loss of pay. For student safety on early dismissal days, employees must remain at their sites until staff is dismissed by the building administrator in order to qualify for no loss in pay.

Section 7. Scheduled Late Start Days: On scheduled late start days, the parties understand that some paraeducator staffing may be necessary for student supervision and safety during the two hours prior to the late start time. Extra hours available will be offered to paraeducators within each site and awarded based on seniority. Some sites may require all paraeducators to work all scheduled late starts. If there is a shortage of paraeducators who are willing to work the extra hours, the District may assign this work to the least senior employee in that building, on a rotating basis. Once an employee has worked on a scheduled late start day he/she will be taken off the rotation until all employees in that building have been assigned to a shift in a fiscal year. A minimum of two days notice shall be given to any employee who is assigned to work this shift. The two-day notice will be waived if there is an emergency or another assigned employee is unable to work the late start.

Section 8. Dissemination of Agreement: Each employee shall be given a copy of this Agreement, with five (5) copies sent to MSEA. At the time a new employee is placed on the payroll, that employee shall be given a copy of this Agreement.

Section 9. Professional Development: All employees within the unit shall be provided with opportunities to participate in a minimum of eight (8) hours of paid professional development each school year outside of their normal work hours. The District shall have the exclusive right to determine the dates and times to be reserved for this purpose. The professional development topics will be the responsibility of the District in collaboration with the Association. Employees are required to attend/complete all professional development training unless excused by the District. Any additional training required for a position beyond the eight hour minimum shall be provided by the District, and employees shall be compensated at their regular hourly rate while participating in such training.

Section 10. Para Mentor Program: The Para Mentor Program begins once an employee begins work at an assigned school; the program is completed for that individual at the end of the first school year. Continued mentorship may occur beyond the first year, on an as needed basis. Compensation for assigned mentors is as follows:

- 1-2 Para Mentees: \$300 annual stipend
- 3-5 Para Mentees: \$500 annual stipend
- 6 or more Para Mentees: \$700 annual stipend

Section 11. Coaching/Advising: Paraeducators who miss regular work hours due to serving in a coaching/advisory capacity will not lose pay for such hours.

ARTICLE XVI

INSURANCE BENEFITS

Section 1: Health and Hospitalization

Subd. 1: Subject to the conditions described herein, the School District will contribute an amount of \$575 for the 2018-19 school year, and \$750 for the 2019-20 school year, toward

the monthly cost of the premium for health insurance coverage for each employee who qualifies for and is enrolled in the group health insurance plan.

Subd. 2. Consumer-Driven 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.

Subd. 3. Employee Contribution: The cost of the premium not contributed by the School District shall be borne by the employee and paid by payroll deduction.

Subd. 4. Eligibility: To be eligible for this coverage an employee must have an assignment that is at least 30 hours per week.

Section 2. Long-Term Disability Insurance

Subd. 1. Coverage: The District shall provide a long-term disability insurance program and shall pay the premium for each eligible employee. Benefits provided by the long-term disability plan are governed by the terms of the policy, including two-thirds (2/3) of the employee's regular base salary, excluding any extra compensation, to a maximum of two thousand dollars (\$2,000) per month, after a total waiting period of ninety (90) calendar days.

Subd. 2. Eligibility: To be eligible for this coverage an employee must have completed the probationary period of employment and have an assignment that is at least twenty (20) hours per week, and their assignment at the end of the previous school year must have been at least twenty (20) hours per week in a position or positions covered by this agreement.

Section 3. Life Insurance

Subd. 1. Coverage: The District shall provide a group life insurance program and shall pay the premium for thirty thousand dollars (\$30,000) of coverage, with a double indemnity feature, for each eligible employee. At his or her own expense, an eligible employee may purchase additional coverage as allowed by the insurance carrier.

Subd. 2. Eligibility: To be eligible for this coverage an employee must have completed the probationary period of employment and have an assignment that is at least twenty (20) hours per week, and their assignment at the end of the previous school year must have been at least twenty (20) hours per week in a position or positions covered by this agreement.

Section 4. Claims Against the School District: The parties agree that any description of insurance benefits contained in this article are intended to be informational only and the eligibility of any employee for benefits shall be governed by the terms of the insurance policy purchased by the District pursuant to this article. It is further understood that the District's only obligation is to purchase an insurance policy and pay such amounts as agreed to herein and no claim shall be made against the District as a result of denial of insurance benefits by an insurance carrier.

ARTICLE XVII

DISTRICT MATCH 403(b) TAX DEFERRED ANNUITY

Section 1. Eligibility: The District's match to an employee's qualified 403(b) tax deferred annuity shall become available to an employee when they have completed three years of employment in the District. An employee 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: For each dollar that an eligible employee contributed via payroll deduction to a qualified 403(b) tax deferred annuity, the District shall contribute one dollar (\$1) to the same annuity, up to a maximum annual contribution that is equal to nine hundred dollars (\$900) for the 2018-19 school year and continuing each year thereafter.

Section 3. Enrollment: An eligible employee may initiate his/her participation in the District match by submitting the appropriate forms to the Business Office by October 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 XVIII

HEALTH CARE SAVINGS PLAN

Section 1. Eligibility: To be eligible for a District contribution toward the Health Care Savings Plan (HCSP), an employee must have completed the probationary period of employment, and have been employed for at least twenty (20) hours per week in a position covered by this agreement for the full program duty year of the position. This contribution shall be in addition to and separate from the Wellness Health Care Savings Plan contribution an employee may be eligible for.

Section 2. Amount: The School District shall contribute \$600.00 on behalf of each eligible employee to the Health Care Savings Plan administered by the Minnesota State Retirement System. Such contribution shall be made to the HCSP in July following each year. In the event of the death of an eligible employee, an amount owed but not yet paid to the HCSP will be paid to the employee's beneficiary.

ARTICLE XIX

VACATION

Section 1. Eligibility:

Subd. 1. All twelve (12) months per year employees shall accrue vacation leave at the following rates:

0 – 5	years shall accrue leave at a rate equal to 10 work days per year
6 – 12	years shall accrue leave at a rate equal to 15 work days per year
13 – plus	years shall accrue leave at a rate equal to 20 work days per year

An employee shall move to the next level of accrual on July 1 following the completion of either five (5) or twelve (12) years of service.

For purposes of this subdivision, a year of service shall be a minimum of six (6) months of employment. For example, an employee hired on or before December 31, 2009, will be eligible to accrue 15 days of vacation leave on July 1, 2014. An employee hired after December 31, 2009, will be eligible to accrue 15 days of vacation leave on July 1, 2015.

Subd. 2. Vacation leave for twelve-month employees is earned on a monthly accrual basis. Vacation leave may be used during the year in which it is earned, but not to exceed accrued days. Vacation leave accrued during a contract year must be used before the end of the following contract year. No vacation leave may be taken by new employees during the first six months of their employment.

Subd. 3. If a holiday falls in the vacation period, the holiday shall not count as a day of vacation for twelve-month employees.

Section 2. Approval:

Subd. 1. Requests for vacation leave shall be submitted for approval to the employee's immediate supervisor and to the office of the Director of Human Resources. All requests for vacation leave shall be submitted sufficiently in advance so that work assignments can be adequately covered by other personnel.

Section 3. Scheduling: The scheduling of vacation leave shall be subject to the following conditions:

Subd. 3. The District may limit the number of employees within a building and/or the number of employees within the District who are granted vacation leave on the same day.

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

Section 5. Transfer

Subd. 1. A part-time employee who transfers to a full-time, 12-month position shall be granted vacation leave commensurate with years of service as determined by granting one (1) year of service for every two (2) years of employment that averaged at least twenty (20) hours per week.

Subd. 2. For purposes of this section, only consecutive years of employment immediately preceding the date of transfer shall be considered; time employed as a substitute shall not count for any purpose, including time toward consecutive years of employment; and in no event shall the number of years of service granted exceed seven (7).

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 the P.E.L.R.A. If either party desires to modify or amend this Agreement commencing at its expiration, it shall give written notice of such intent pursuant to the P.E.L.R.A. Unless otherwise mutually agreed, the parties shall not commence negotiations more than sixty (60) days prior to the expiration of this Agreement.

Subd. 1. Pay Equity Compliance Reopener: 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 negotiation.

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 and 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 circumstance 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:

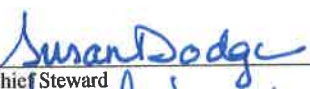
FOR THE DISTRICT

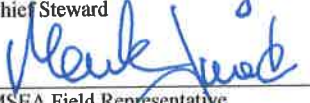
By 
Chairperson

By 
Clerk

Dated November 5, 2018

FOR THE EXCLUSIVE
REPRESENTATIVE

By 
Chief Steward

By 
MSEA Field Representative

Dated 11/8/18

APPENDICES

The following appendices to this Master Agreement are part of the said Agreement and subject to all of its provisions.

1. Appendix A Salary Schedule for 2018-19
- Appendix B Salary Schedule for 2019-20
- Appendix C Transfer Request Form

Appendix A

2018-19 Salary Schedule

Step	A12	B21	B22	B23
1	\$11.91	\$12.76	\$13.53	\$19.29
2	\$12.23	\$13.13	\$13.93	\$19.84
3	\$12.56	\$13.51	\$14.33	\$20.41
4	\$12.91	\$13.91	\$14.75	\$20.99
5	\$13.26	\$14.31	\$15.18	\$21.54
6	\$13.63	\$14.73	\$15.62	\$22.21
7	\$14.00	\$15.16	\$16.08	\$22.84

Appendix B

2019-20 Salary Schedule

Step	A12	B21	B22	B23
1	\$12.91	\$13.26	\$14.03	\$20.29
2	\$13.23	\$13.63	\$14.43	\$20.84
3	\$13.56	\$14.01	\$14.83	\$21.41
4	\$13.91	\$14.41	\$15.25	\$21.99
5	\$14.26	\$15.00	\$15.68	\$22.54
6	\$14.63	\$15.50	\$16.12	\$24.00
7	\$15.00	\$16.00	\$16.58	\$25.00

MANKATO AREA PUBLIC SCHOOLS
Independent School District No. 77

Minnesota School Employees Association
Request for Transfer

Under the terms of the Agreement between District 77 and the MSEA, employees who wish to transfer from their current building, who wish to change the number of hours in their assignment, or who wish to be assigned within a different classification must complete and submit a copy of this form to the Office of Human Resources no later than the last day of the school year. Requests for transfer may be taken into consideration when making assignments for the next school year, but the District is not required to grant any requests for transfer. Requests submitted at the end of one school year will be considered only for assignments during the next school year.

NAME: _____

CURRENT ASSIGNMENT:

Classification: _____

Building: _____

Hours per Week: _____

- If you wish to change classifications, indicate your preference by placing an "X" in the appropriate space.

☐ Special Education	☐ Title I	☐ AOM
☐ General Education	☐ Playground	☐ No preference

Are you willing to accept a transfer to another building to accomplish a change in classification? Indicate your answer by placing an "X" in the appropriate space:

☐ Yes ☐ No

Are you willing to accept a reduction in hours to accomplish a change in classification? Indicate your answer by placing an "X" in the appropriate space:

☐ Yes ☐ No

If you answered yes to the previous question, indicate the maximum reduction you would be willing to accept to accomplish a change in classification.

_____ hours per week

- If you wish to change buildings, indicate your preference by placing an "X" in the appropriate space:

☐ Dakota Meadows	☐ Eagle Lake	☐ Prairie Winds
☐ East High	☐ Franklin	☐ Central
☐ Hoover	☐ Jefferson	☐ Kennedy
☐ Monroe	☐ Roosevelt	☐ Washington
☐ West High	☐ Rosa Parks	☐ Bridges

Are you willing to accept a change in classification to accomplish a change in buildings? Indicate your answer by placing an "X" in the appropriate space:

☐ Yes ☐ No

Are you willing to accept a reduction in hours to accomplish a change in buildings? Indicate your answer by placing an "X" in the appropriate space:

☐ Yes ☐ No

If you answered yes to the previous question, indicate the maximum reduction you would be willing to accept to accomplish a change in buildings:

hours per week

- If you wish to increase the number of hours in your assignment, indicate the maximum increase you would be willing to accept:

hours per week

Are you willing to accept a change in buildings to accomplish an increase in hours? Indicate your answer by placing an "X" in the appropriate space:

☐ Yes ☐ No

Are you willing to accept a change in classification to accomplish an increase in hours? Indicate your answer by placing an "X" in the appropriate space:

☐ Yes ☐ No