

Master Agreement

between the

Office of School Technology Association

and

Independent School District No. 15

Approved by the School Board on November 25, 2019  
Effective July 1, 2019-June 30, 2021

## TABLE OF CONTENTS

		<u>Page</u>
ARTICLE I	PURPOSE	4
ARTICLE II	RECOGNITION OF EXCLUSIVE REPRESENTATIVE	4
Section 1.	Recognition	4
Section 2.	Appropriate Unit	4
ARTICLE III	DEFINITIONS	4
Section 1.	Terms and Conditions of Employment	4
Section 2.	Description of Appropriate Unit	4
Section 3.	District or School District	5
Section 4.	Other Terms	5
ARTICLE IV	SCHOOL DISTRICT RIGHTS	5
Section 1.	Inherent Managerial Rights	5
Section 2.	School Board Responsibilities	5
Section 3.	Effect of Rules, Regulations, Directives, and Orders	5
Section 4.	Reservation of Managerial Rights	5
ARTICLE V	EMPLOYEE RIGHTS	5
Section 1.	Right to Views	5
Section 2.	Right to Join	6
Section 3.	Request for Dues Checkoff	6
ARTICLE VI	RATES OF PAY	6
Section 1.	Rates of Pay	6
Section 2.	Withholding Salary Advancement	6
ARTICLE VII	403(b) MATCHING CONTRIBUTION PLAN	6
Section 1.	Eligibility	6
Section 2.	Amount of School District Contribution	6
Section 3.	Vendors	7
Section 4.	Payment	7
Section 5.	Applicable Statutes	7
ARTICLE VIII	GROUP INSURANCE	7
Section 1.	Selection of Carrier	7
Section 2.	Health and Hospitalization Insurance – Single Coverage	7
Section 3.	Health and Hospitalization Insurance – Family Coverage	7
Section 4.	Dental Insurance	7
Section 5.	Term Life	7
Section 6.	Long Term Disability	7
Section 4.	Claims Against the School District	8
Section 5.	Duration of Insurance Contributions	8
Section 6.	Eligibility	8
ARTICLE IX	LEAVES OF ABSENCE	8
Section 1.	Sick Leave	8
Section 2.	Workers' Compensation	9
Section 3.	Bereavement Leave	9
Section 4.	Child Care Leave	9
Section 5.	Family and Medical Leave (FMLA)	10
Section 6.	Jury Service	10

TABLE OF CONTENTS, CON'T.

	Page
Section 7. Military Leave	10
Section 8. Insurance Application	10
Section 9. Credit	10
Section 10. Eligibility	10
Section 11. Floating Holidays	10
ARTICLE X HOURS OF SERVICE AND DUTY YEAR	11
Section 1. Basic Work Week	11
Section 2. Basic Work Year	11
Section 3. Part-time Employees	11
Section 4. Sub-Contracting	11
Section 5. Shifts and Starting Times	11
Section 6. Lunch Period	11
Section 7. School Closing	11
ARTICLE XI HOLIDAYS	11
Section 1. Paid Holidays	11
Section 2. School in Session	11
Section 3. Application	11
Section 4. Eligibility	11
ARTICLE XII VACATIONS	12
Section 1. Eligibility	12
Section 2. Earned Vacation	12
Section 3. Application	12
Section 4. Leave Surrender	12
ARTICLE XIII DISCIPLINE, DISCHARGE, AND PROBATIONARY PERIOD	12
Section 1. Probationary Period	12
Section 2. Probationary Period; Change of Classification	13
Section 3. Completion of Probationary Period	13
Section 4. Discipline	13
ARTICLE XIV RETIREMENT/SEVERANCE	13
Section 1. Eligibility	13
Section 2. Insurance Option	13
Section 3. Benefit In Case of Death of Employee	13
Section 4. Sick Leave Pay-Out	13
Section 5. Sick Leave, Vacation, Floating Holiday Pro-ration:	14
ARTICLE XV GRIEVANCE PROCEDURE	14
Section 1. Definitions	14
Section 2. Representation	14
Section 3. Interpretations	15
Section 4. Time Limitation and Waiver	15
Section 5. Resolution of Grievance	15
Section 6. Denial of Grievance	16
Section 7. Arbitration Procedures	16
Section 8. Election of Remedies and Waiver	17

TABLE OF CONTENTS, CON'T.

	Page
ARTICLE XVI      DURATION	18
Section 1.    Terms and Reopening Negotiations	18
Section 2.    Effect	18
Section 3.    Finality	18
Section 4.    Severability	18
SIGNATURES	18
SCHEDULE A	19
MEMO OF UNDERSTANDING	20

## ARTICLE I PURPOSE

This Agreement is entered into between Independent School District No. 15, St. Francis, Minnesota, hereinafter referred to as the District or the School District, and the Office of School Technology Association, hereinafter referred to as the exclusive representative, pursuant to and in compliance with the Minnesota Public Employment Labor Relations Act of 1971, as amended, hereinafter referred to as PELRA, to provide the terms and conditions of employment for all Office of School Technology employees employed by Independent School District No. 15, St. Francis, Minnesota, who are public employees within the meaning of Minn. Stat. 179A.03, subd. 14, excluding supervisory, confidential and all other employees for the duration of this Agreement.

## ARTICLE II RECOGNITION OF EXCLUSIVE REPRESENTATIVE

Section 1. Recognition: In accordance with PELRA, the School District recognizes the Office of School Technology Association as the exclusive representative for Office of School Technology employees employed by the School District, which exclusive representative shall have those rights and duties as prescribed by PELRA and as described in this Agreement.

Section 2. Appropriate Unit: The exclusive representative shall represent all such employees of the School District as defined in ARTICLE III, Section 2. below and PELRA and in certification by the Commissioner of the Minnesota Bureau of Mediation Services (BMS), Case No. 14PCE0943.

## ARTICLE III DEFINITIONS

Section 1. Terms and Conditions of Employment: The term, “terms and conditions of employment,” means the hours of employment, the compensation therefor including fringe benefits except retirement contributions or benefits other than School District payment of, or contributions to, premiums for group insurance coverage of retired employees or severance pay, and the School District’s personnel policies affecting the working conditions of the employees. “Terms and conditions of employment” is subject to the provisions of PELRA.

Section 2. Description of Appropriate Unit: For purposes of this Agreement, the word/term, “Office of School Technology employee,” shall mean all persons in the appropriate unit employed by the School District in such classifications excluding the following: confidential employees, supervisory employees, essential employees, part-time employees whose services do not exceed the lesser of fourteen (14) hours per week or thirty-five percent (35%) of the normal work week in the employee’s bargaining unit, employees who hold positions of a temporary or seasonal character for a period not in excess of sixty-seven (67) working days in a calendar year unless those positions have already been filled in the same calendar year and the cumulative number of days in the same position by all employees exceeds sixty-seven (67) calendar days in that year, and emergency employees.

Section 3. District or School District: For purposes of administering this Agreement, the word/term, “District/School District,” shall mean the School Board or its designated representative(s).

Section 4. Other Terms: Terms not defined in this Agreement shall have those meanings as defined by PELRA.

#### ARTICLE IV SCHOOL DISTRICT RIGHTS

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

Section 2. School Board 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 being to provide educational opportunities for the students of the School District.

Section 3. Effect of Rules, Regulations, Directives, and Orders: The exclusive representative recognizes that all employees covered by this Agreement shall perform the services prescribed by the School Board and shall be subject to 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.

Section 4. Reservation of Managerial Rights: The foregoing enumeration of rights and duties shall not be deemed to exclude other inherent managerial rights and managerial functions not expressly reserved, and all managerial rights and managerial functions not expressly delegated in this Agreement are reserved to the School District.

#### ARTICLE V EMPLOYEE RIGHTS

Section 1. Right to Views: Pursuant to PELRA, 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 regarding any matter related to the conditions or compensation of public employment or their betterment, so long as the same is not designed to and does not interfere with the full, faithful, and proper performance of the duties of employment or circumvent the rights of the exclusive representative.

Section 2. Right to Join: Pursuant to PELRA, employees shall have the right to form and join labor or employee organizations and shall have the right not to form and join such organizations. Employees in an appropriate unit shall have the right, by secret ballot, to designate an exclusive representative for the purpose of negotiating grievance procedures and the terms and conditions of employment for such employees.

Section 3. Request for Dues Checkoff: Pursuant to PELRA, the exclusive representative shall be allowed dues checkoff. Upon receipt by the payroll supervisor 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 exclusive representative in six (6) equal installments, beginning with the first pay period in September.

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

## ARTICLE VI RATES OF PAY

### Section 1. Rates of Pay:

Subd. 1. 2019-2021 Rates of Pay: The salaries reflected in Schedule A shall be a part of the Agreement for the period commencing July 1, 2019, to June 30, 2021.

Subd. 2. Status of Salary Schedule: For the duration of this Agreement, advancement on any salary schedule shall be subject to the terms of this Agreement. In the event a successor Agreement is not entered into prior to the expiration of this Agreement, an employee shall be compensated according to the current rate until a successor Agreement is fully ratified.

Section 2. Withholding Salary Advancement: An individual employee's salary advancement is subject to the right of the School Board to withhold salary increases for good and sufficient grounds. An action withholding a salary increase shall be subject to the grievance procedure.

## ARTICLE VII 403(b) MATCHING CONTRIBUTION PLAN

Section 1. Eligibility: Pursuant to the provisions of M.S. 123B.02, Subd. 15. and Section 403(b) of the Federal Internal Revenue Code, the School District will make matching contributions for each employee pursuant to the provisions of this article.

### Section 2. Amount of School District Contribution:

Subd. 1. Full-time Employees: Full-time, eligible employees, shall be eligible for an annual School District matching contribution of up to \$1,500 per year as follows: For

each hour of accumulated sick leave in excess of four hundred (400) hours, the employee may elect to receive an amount equal to the employee's current rate of pay times the accumulated sick leave hours in excess of four hundred (400) hours in matching deferred compensation. All hours applied to this provision shall be deducted from the employee's accumulated sick leave.

Subd. 2. Part-time Employees: Eligible part-time employees shall receive a matching contribution on a pro-rata basis equal to their percentage of full-time employment.

Section 3. Vendors: Participation in the benefits of this article is limited only to employees who select one (1) of the following vendors:

MetLife Retirement Plan (July 1, 2019 through November 30, 2019)  
Empower Retirement Plan (Effective December 1, 2019)

Section 4. Payment: The employee's contribution shall be made by payroll deduction.

Section 5. Applicable Statutes: The provisions of this article are subject to all limitations relating to such plans as provided by Federal and State laws.

## ARTICLE VIII GROUP INSURANCE

Section 1. Selection of Carrier: The selection of the insurance carrier and policy shall be made by the School District as provided by law.

Section 2. Health and Hospitalization Insurance – Single Coverage: The School District shall contribute a sum not to exceed \$284.00 per month toward the premium for individual coverage for each full-time employee employed by the School District who qualifies for and is enrolled in single coverage in the School District's group health and hospitalization insurance plan. Any additional cost of the premium shall be borne by the employee and paid by payroll deduction.

Section 3. Health and Hospitalization Insurance – Family Coverage: The School District shall contribute a sum not to exceed \$586.00 per month toward the premium for family coverage for each full-time employee employed by the School District who qualifies for and is enrolled in family coverage in the School District's group health and hospitalization insurance plan. Any additional cost of the premium shall be borne by the employee and paid by payroll deduction.

Section 4. Dental Insurance: The School District shall contribute a sum not to exceed \$36.00 per month toward the premium for dental coverage for each full-time employee employed by the School District who qualifies for and is enrolled in dental coverage in the School District's group dental insurance plan. Any additional cost of the premium shall be borne by the employee and paid by payroll deduction.

Section 5. Term Life: The School District shall pay the premium of a \$50,000 term life insurance policy for the employee.

Section 6. Long Term Disability: The employee shall pay the premium for long term disability



insurance paying a maximum benefit of 66 2/3% of total annual salary.

Section 7. Claims Against the School District: The School District's only obligation is to purchase an insurance policy and pay such amounts as agreed to in this Agreement, and no claim shall be made against the School District as a result of a denial of insurance benefits by an insurance carrier.

Section 8. Duration of Insurance Contributions: An employee is eligible for School District contribution as provided in this article as long as the employee is employed by the School District, on paid status, and enrolled in the School District's group health and hospitalization insurance plan. Upon termination of employment, all School District contributions shall cease.

Section 9. Eligibility: Eligible employees are defined as those full-status employees who are scheduled at least 1,020 hours per year (excluding noon unpaid lunch periods). Employees working fewer than 1,020 hours per year are not eligible to be enrolled in any of the District insurance benefit plans. Eligibility is subject to any limitations contained in the contract between the insurance carrier and the School District.

## ARTICLE IX LEAVES OF ABSENCE

### Section 1. Sick Leave:

Subd. 1. Earning: A full-time employee shall earn fifteen (15) days of sick leave each year of employment by the School District.

Subd. 2. Accumulation: Unused sick leave days may accumulate to a maximum of two hundred (200) days of sick leave per employee.

Subd. 3. Use: Sick leave with pay shall be allowed whenever an employee's absence is found to have been due to the employee's illness and/or disability which prevented his/her attendance at school and performance of duties on that day or days. Pursuant to M.S. 181.9413, an employee who performs services for at least twelve (12) consecutive months preceding the request for paid sick leave and for an average number of hours per week equal to one-half (1/2) of the full-time equivalent position in the employee's job classification as defined by the School District's personnel policies or practices or pursuant to the provisions of this Agreement during those twelve (12) months may use sick leave for absences due to an illness of or injury to the employee's child for such reasonable periods as the employee's attendance to the child may be necessary on the same terms that the employee is able to use sick leave benefits for his/her own illness or injury.

Subd. 4. Medical Certificate: The School District may require an employee to furnish a medical certificate from a qualified physician as evidence of illness and/or disability pursuant to this section, indicating such absence was due to illness and/or disability, in order to qualify for sick leave pay. However, the final determination as to the eligibility of an employee for sick leave is reserved to the School District. In the event that a medical certificate will be required, the employee will be so advised.

Subd. 5. Deduction: Sick leave allowed shall be deducted from the accumulated sick leave days earned by the employee.

Subd. 6. Approval: Sick leave pay may be approved only upon the employee's submission of a request upon the authorized sick leave pay request form.

Section 2. Workers' Compensation: For the employee who is absent from work as a result of a compensable injury:

Subd. 1. Up to three (3) days (including the day of the injury if employee leaves work) employees may use their sick leave to receive pay in full. A doctor note will be required for time off and any duty related restrictions.

Subd. 2. From day four forward, worker compensation benefits for wage loss may commence if compensable and as provided by Minnesota workers' compensation law from our worker compensation carrier.

Subd. 3. After the employee returns to work from a work injury status, employee may have the choice to use their sick leave for doctor appointments related to the injury or may elect to receive worker compensation benefits for medical lost time.

Section 3. Bereavement Leave: An employee shall be granted up to five (5) days bereavement leave, the days to be deducted from sick leave, for deaths the employee chooses to attend, or facilitate the grieving process. The District may elect to grant additional days in consultation with the employee and employee's supervisor.

Section 4. Child Care Leave:

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

Subd. 2. Request: An employee making application for child care leave shall inform the human resources department in writing of the request to take the leave at least three (3) calendar months before commencement of the intended leave.

Subd. 3. Medical Statement: An employee will provide, at the time of the leave application, a statement from the attending physician indicating the expected date of delivery.

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

- (1.) grant any leave more than twelve (12) months in duration;
- (2.) permit the employee to return to employment prior to the date designated in the request for child care leave.

Subd. 5. Reinstatement: An employee returning from child care leave shall be reinstated in a position for which he/she is qualified unless previously discharged or laid off.

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

Section 5. Family and Medical Leave (FMLA): FMLA leave shall be granted pursuant to applicable law.

Section 6. Jury Service: An employee who serves on jury duty shall be granted the day or days necessary as stipulated by the court to discharge this responsibility without any salary deduction or loss of basic leave allowance. The compensation received for jury duty service shall be remitted to the School District.

Section 7. Military Leave: Military leave shall be granted pursuant to applicable law.

Section 8. 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, except as otherwise provided in law. In the event the employee is on paid leave from the School District under Section 1. above or supplemented by sick leave pursuant to Section 2. above, the School District will continue insurance contributions as provided in this Agreement until sick leave is exhausted. Thereafter, the employee must pay the entire premium for any insurance retained.

Section 9. Credit: An employee who returns from unpaid leave shall retain experience credit for pay purposes and other benefits which had accrued at the time leave began. No credit shall accrue for the period of time that an employee was on unpaid leave.

Section 10. Eligibility: Full leave benefits provided in this article are designed for employees who are employed an average of at least forty (40) hours per week. Employees who are employed an average of at least one thousand twenty (1,020) hours per year hours per week and at least the regular school year shall be eligible for partial leave benefits proportional to the extent of their employment.

Section 11. Floating Holidays: All employees working 1020 hours per year or more may be granted permission for absence of no more than three (3) floating holidays per year, not to be deducted from sick leave, for situations that arise requiring the employee's attention if approved by the immediate supervisor and a substitute is available if needed.

Subd. 1. Requests for floating holidays will normally not be granted during the first two or last three weeks of the school year.

Subd. 2. Unused floating holidays may accumulate to a maximum of six (6) days per employee.

ARTICLE X  
HOURS OF SERVICE AND DUTY YEAR

Section 1. Basic Work Week: The employee's basic work week, exclusive of lunch, shall be eight (8) hours per day five (5) days per week.

Section 2. Basic Work Year: The employee's basic work year shall be twelve (12) months.

Section 3. Part-time Employees: The School District reserves the right to employ such employees as it deems desirable or necessary on a part-time or casual basis.

Section 4. Sub-Contracting: The School District may sub-contract bargaining unit work after providing the exclusive representative with written notice and the opportunity for discussion with the School District.

Section 5. Shifts and Starting Times: All employees will be assigned starting times and shifts as determined by the School District.

Section 6. Lunch Period: Full-time employees shall be provided a duty-free lunch period of at least thirty (30) minutes.

Section 7. School Closing: In the event of an emergency closing due to weather conditions or other types of emergencies, the employee shall perform duties on that day or other such day in lieu thereof, if any, as the District or its designated representative shall determine.

ARTICLE XI  
HOLIDAYS

Section 1. Paid Holidays: Full-time employees shall be granted ten (10) paid holidays:

Section 2. School in Session: The School District reserves the right, if school is in session, to cancel any of the holidays noted in Section 1. above and establish another holiday in lieu thereof. Any legal holiday or any holiday which falls within an employee's vacation period shall not be counted as a vacation day.

Section 3. Application: In order to be eligible for holiday pay, an employee must work a regular work day the day before and the day after the holiday unless on an excused leave or on vacation.

Section 4. Eligibility: Full holiday benefits provided in this article are designed for full-time employees who are employed an average of at least forty (40) hours per week. Part-time employees who are employed an average of at least one thousand twenty (1,020) hours per year hours per week and at least the regular school year shall be eligible for partial benefits proportional to the extent of their employment. Part-time employees employed less than an average of one thousand twenty (1,020) hours per year hours per week or less than the regular school year and substitute or temporary employees shall not be eligible for any benefits pursuant to this article.

ARTICLE XII  
VACATIONS

Section 1. Eligibility: This article shall apply only to full-time employees who are employed on a twelve (12)-month basis and a forty (40)-hour week.

Section 2. Earned Vacation: Full-time employees, as defined in this article, shall accrue vacation as follows:

Year 1	up to 10 days
Year 2	11 days
Year 3	12 days
Year 4	13 days
Year 5	14 days
Year 6	15 days
Year 7	16 days
Year 8	17 days
Year 9	18 days
Year 10	19 days
Year 11 or more	20 days

Employees employed prior to July 1, 2014 shall not have their vacation accrual amount decrease based on the chart above. Vacation carry over is limited to ten (10) unused vacation days.

Section 3. Application:

Subd. 1. Eligibility: Earned vacation time shall be determined as of July 1<sup>st</sup> of each year.

Subd. 2. Resignation: An employee shall be entitled to receive the pro-rata pay for unused vacation time provided such employee provides the School District with at least two (2) weeks' advance, written notice of the resignation time.

Subd. 3. Scheduling: The scheduling of all vacation time shall be determined by the School District.

Section 4. Leave Surrender: Employee's may elect to surrender up to ten (10) unused vacation, or two (2) floating holidays in exchange for a direct payment, or a payment to a district sponsored retirement account. The calculation for the amount will be at 50% the employee's daily rate of pay for vacation days and 100% daily rate of pay for floating holidays. This payment will be issued no later than between July 1 and July 15 of the following school year.

ARTICLE XIII  
DISCIPLINE, DISCHARGE, AND PROBATIONARY PERIOD

Section 1. Probationary Period: An employee shall serve a probationary period of twelve (12) 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. 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 regarding any other provisions of the Agreement alleged to have been violated.

Section 2. Probationary Period; Change of Classification: In addition to the initial probationary period, an employee transferred or promoted to a different classification shall serve a new probationary period of three (3) calendar months in any such new classification. During this three (3)-month probationary period, if the School District determines that the employee's performance in the new classification is unsatisfactory, the School District shall have the right to reassign the employee to the former classification.

Section 3. Completion of Probationary Period: An employee who has completed the probationary period may be suspended without pay or discharged only for just cause.

Section 4. Discipline: The School District shall have the right to impose discipline on its employees for just cause. Discipline shall consist of oral reprimand, written reprimand, suspension with pay, suspension without pay, and discharge. The School District reserves the right to impose discipline at any level as determined by the School District based upon the circumstances surrounding the action. A conference between the employee and his/her supervisor shall be held prior to the imposition of written reprimand, suspension without pay, or discharge. An oral or written reprimand may be grieved up to Level III of the grievance procedure but may not be carried to arbitration.

#### ARTICLE XIV RETIREMENT/SEVERANCE

Section 1. Eligibility: Full time employees who retire with twelve (12) years of service in the District and who qualify for retirement under the terms of PERA shall be eligible to receive severance, pursuant to the provisions of this section, upon submission of a written resignation at least ninety (90) calendar days prior to his/her intended retirement date and accepted by the School Board.

Section 2. Insurance Option: An employee who retires pursuant to this Article shall be eligible to continue participation in the District group medical/hospitalization insurance plan, if permitted by the terms of the policy with the insurance carrier, but shall pay the entire premium for such insurance commencing with the date of his/her retirement. It is the responsibility of such an employee to make arrangements with the District business office to pay the District the monthly premium amounts in advance and on such date as determined by the District. Such participation and corresponding premium is subject to insurance carrier contract currently in effect.

Section 3. Benefit In Case of Death of Employee: If an employee dies before all or a portion of the payments as provided in this Article have been disbursed, that balance due shall be paid to a named beneficiary, or, lacking same, to the deceased's estate.

Section 4. Sick Leave Pay-Out: In addition to the benefits provided in Section 2 and Section 4 of this Article, an employee who qualifies for retirement under the terms of PERA shall be

eligible to receive as severance pay upon his/her retirement the amount obtained by multiplying (fifty percent) 50% of his/her unused number of sick leave hours times the employee's hourly rate of pay. This amount shall be paid to a District-approved Special Pay Deferral Plan or 403(b) account no later than sixty (60) days following retirement.

Section 5 – Sick Leave, Vacation, Floating Holiday Pro-ration: Effective July 1, 2018, an employee qualifying for retirement and retiring prior to June 30<sup>th</sup> in a fiscal year shall have accrued sick leave, vacation and floating holiday pro-rated. The fiscal year is defined as July 1<sup>st</sup> through June 30<sup>th</sup>

## ARTICLE XV GRIEVANCE PROCEDURE

### Section 1. Definitions:

Subd. 1. Grievance: The word, “grievance,” shall mean an allegation, in writing, by an employee that the employee has been injured as a result of a dispute or disagreement between the employee and the School District as to the interpretation or application of specific terms and conditions contained in this Agreement.

Subd. 2. Grievant(s): The word, “grievant(s),” shall mean an individual employee, a group of employees, or the exclusive representative who/which files a grievance as defined in Subd. 1. above.

Subd. 3. Group of Employees: A group of fewer than ten (10) employees may file a grievance if a complaint arises out of the same transaction or occurrence and the facts and claim are common to all employees in the group. Such grievance must be in writing and signed by all grievants in the group.

Subd. 4. Exclusive Representative Grievance: The exclusive representative may file a grievance if a complaint involving ten (10) or more employees arises out of the same transaction or occurrence and the facts and claim are common to all employees in the group. In order to pursue such a grievance, the exclusive representative must provide the Superintendent with the names and signatures of the affected employees no later than the third (3<sup>rd</sup>) level of the grievance procedure. The exclusive representative grievance may proceed only as to the employees identified in the appeal to arbitration. The exclusive representative may also file a grievance if the allegation involves a specific right of the exclusive representative as provided in this Agreement.

Subd. 5. Days: Any reference to the word, “days,” regarding time periods in this procedure shall refer to working days. The term, “working day,” is defined as all week days not designated as holidays by state law.

Section 2. Representation: The grievant(s), administrator(s), or School Board may be represented during any step of the procedure by any person or agent designated by such party to act on the party's behalf.

### Section 3. Interpretations:

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

Subd. 2. Computation of Time: In computing any period of time prescribed or allowed by procedures in this article, the date of the act, event, or default for which the designated period of time begins to run shall not be 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. 3. Filing and Postmark: The filing or service of any notice or document required by this Agreement shall be timely if it is personally served or if it bears a certified postmark of the United States Postal Service within the time period.

Section 4. Time Limitation and Waiver: A grievance shall not be valid for consideration unless the grievance is submitted to the School District's designee in writing, signed by the grievant(s), setting forth the facts and the specific provision(s) of the Agreement allegedly violated and the particular relief sought within twenty (20) days after the date that the first event giving rise to the grievance occurred. Failure to file any grievance within such period shall be deemed a waiver of that grievance. Failure to appeal a grievance from one level to another within the time periods hereafter provided shall constitute a waiver of the grievance. An effort shall first be made to resolve an alleged grievance informally between the grievant(s) and the School District's designee.

Section 5. Resolution of Grievance: The School District and the grievant(s) shall attempt to resolve all grievances which may arise during the course of employment as follows:

Subd. 1. Level I: If the grievance is not resolved through informal discussion, the School District's designee 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 resolved in Level I, the decision rendered may be appealed to the Superintendent, provided such appeal is made, in writing, within five (5) days after the receipt of the decision in Level I. If a grievance is properly appealed to the Superintendent, the Superintendent or his/her designee shall set a time to meet regarding the grievance within fifteen (15) days after receipt of the appeal. Within ten (10) days after the meeting, the Superintendent or his/her designee shall issue a decision in writing to the parties involved.

Subd. 3. Level III: In the event the grievance is not resolved in Level II, the decision rendered may be appealed to the School Board, provided such appeal is made, in writing, within five (5) days after the receipt of the decision in Level II. If a grievance is properly appealed to the School Board, the School Board shall hear the grievance within twenty (20) days after receipt of the appeal. Within twenty (20) days after the meeting, the School Board shall issue its decision in writing to the parties involved. At the option of the School Board, a committee or representative(s) of the School Board may be designated by the School Board to hear the appeal at this level and report the findings and



recommendations to the School Board. The School Board shall then render its decision.

**Section 6. Denial of Grievance:** Failure by the School Board or its representative(s) to issue a decision within the time period provided in this article shall constitute a denial of the grievance, and the grievant(s) may appeal it to the next level.

**Section 7. Arbitration Procedures:** In the event that the grievant(s) and the School Board are unable to resolve any grievance, the grievance may be submitted to arbitration as explained in this article.

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

**Subd. 2. Prior Procedure Required:** No grievance shall be considered by the arbitrator which has not first been 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 may, 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 to submit a panel of seven (7) arbitrators to the parties, pursuant to PELRA, provided such request is made within twenty (20) days after the request for arbitration. The request shall ask that the panel be submitted within ten (10) days after the receipt of said request. Within ten (10) days after receipt of the panel, the parties shall alternately strike names, and the remaining name shall be the arbitrator to hear the grievance. The order of striking will be determined by lot. Failure to agree upon an arbitrator or the failure to request an arbitrator from the Commissioner within the time period as provided in this article 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(s) 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 de novo.

**Subd. 5. Decision:** 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. The arbitrator shall issue a written decision and order including findings of fact which shall be based upon substantial and competent evidence presented at the hearing. All witnesses shall be sworn upon oath by the arbitrator.

**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 of the hearing shall be made at the request of either party. The parties shall share equally the fees and expenses of the arbitrator, the cost of the transcript or recording if requested by either or both parties, and any other expenses which the parties mutually agree are necessary for the conduct of the arbitration. However, the party ordering a copy of such transcript shall pay for such a copy.

Subd. 7. Jurisdiction: The arbitrator shall have jurisdiction over disputes or disagreements relating to grievances properly before him/her 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 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 in this article; 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 School District, its overall budget, utilization of technology, the organizational structure, and selection and direction and number of personnel. In considering any issue in dispute, the arbitrator's order shall give due consideration to the statutory rights and obligations of the School Board to efficiently manage and conduct its operation within the legal limitations surrounding the financing of such operations.

Section 8. 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 in this Agreement, the employee(s) 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 DURATION

Section 1. Terms and Reopening Negotiations: This Agreement shall remain in full force and effect for a period commencing on July 1, 2019 through June 30, 2021, and thereafter as provided by PELRA. If either party desires to modify or amend this Agreement commencing at its expiration, it shall give written notice of such intent to the other party no later than one hundred twenty (120) days prior to said expiration. Unless otherwise mutually agreed, the parties shall not commence negotiations more than ninety (90) days prior to the expiration date of this Agreement.

Section 2. Effect: This Agreement constitutes the full and complete Agreement between the School District and the exclusive representative. The provisions of this Agreement relating to terms and conditions of employment supersede any and all prior Agreements, resolutions, practices, and School District policies, rules, or regulations concerning terms and conditions of employment inconsistent with these provisions. Nothing in this Agreement shall be construed to obligate the School District to continue or discontinue existing or past practices or prohibit the School District from exercising all management rights, functions, and prerogatives, except insofar as this exercise would be in express violation of any term or terms of this Agreement.

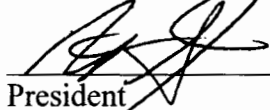
Section 3. Finality: Any matters relating to the current Agreement term, whether or not referred to in this Agreement, shall not be open for negotiation during the term of this Agreement.

Section 4. Severability: The provisions of this Agreement shall be severable, and if any such provision or the application of any such provision under any circumstances is held invalid, it shall not affect any other provisions of this Agreement or the application of any provision.

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

For the Office of School Technology Association

For the School District



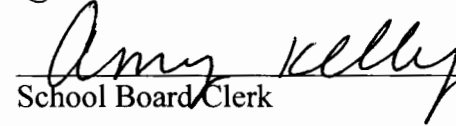
\_\_\_\_\_  
President



\_\_\_\_\_  
School Board Chair



\_\_\_\_\_  
Secretary



\_\_\_\_\_  
School Board Clerk

Dated this 25<sup>th</sup> day of November, 2019.

Dated this 25<sup>th</sup> day of November, 2019.

Schedule A  
SALARY SCHEDULE 2019-2020

Step	Technician	Lead Technician	System Administrator
1	\$18.67	\$23.39	\$58,210
2	\$19.33	\$24.06	\$59,702
3	\$20.00	\$24.72	\$61,105
4	\$20.71	\$25.44	\$62,725
5	\$21.45	\$26.21	\$64,494
6	\$22.28	\$27.05	\$66,374
7	\$23.18	\$27.97	\$68,420

SALARY SCHEDULE 2020-2021

Step	Technician	Lead Technician	System Administrator
1	\$19.00	\$23.80	\$59,229
2	\$19.66	\$24.48	\$60,747
3	\$20.35	\$25.16	\$62,174
4	\$21.07	\$25.88	\$63,823
5	\$21.83	\$26.67	\$65,623
6	\$22.67	\$27.52	\$67,535
7	\$23.59	\$28.45	\$69,617

No step movement for 2019-2020. No step movement for 2020-2021.

MEMORANDUM OF UNDERSTANDING REOPENING  
FOR AFFORDABLE CARE ACT CLARIFICATION

In the interest of both parties, with the uncertainty of the Federal Affordable Care Act (ACA) which may result in the assessment of penalties, fees, or fines against the School District due to this agreement, the parties agree to reopen negotiations for benefits of Health Insurance, VEBA, HCSA and any other benefit in this agreement affected by the ACA final determinations. This may result in a new agreement for those categories only affected by the ACA.