

AGREEMENT

Between

OFFICE PROFESSIONALS

of District 15 St. Francis, Minnesota

And

Independent School District No. 15

Approved by the School Board on May 11, 2020

Effective July 1, 2019 through June 30, 2022

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ARTICLE I

PURPOSE

Section 1. Parties: This Agreement is entered into between the School Board of Independent School District No. 15, St. Francis, Minnesota (hereinafter referred to as the Board or District) and Education MN St. Francis, Local No. 1977 (hereinafter referred to as the Exclusive Representative or the) pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, as amended (hereinafter referred to as the PELRA) to provide the terms and conditions of employment for Office Professional Employees during the duration of this Agreement. The parties hereto shall have such rights, duties and obligations as provided by the PELRA and this Agreement.

ARTICLE II

RECOGNITION OF EXCLUSIVE REPRESENTATIVE

Section 1. Recognition: In accordance with the PELRA, the District recognizes Education MN St. Francis, Local No. 1977, as the Exclusive Representative for Office Professional Employees employed by the Board of Independent School District No. 15, which exclusive representative shall have those rights and duties as prescribed by the PELRA and as described in the provisions of this Agreement.

Section 2. Exclusive Right: Recognizing that the Union is required by the provisions of the State of Minnesota Labor Relations Act to be the sole bargaining representative of all the employees within the coverage of this Agreement, without regard to membership in the Union, the District hereby agrees that it will not recognize nor negotiate with any other person, association group, committee or entity other than the with respect to such matters and will deal solely through the agency of and with the Union .

Section 3. Contracted Services: Nothing in this Agreement shall be construed to preclude the District from contracting for services or work not currently performed by this bargaining unit.

ARTICLE III

DEFINITIONS

Section 1. Description of Appropriate unit: For purposes of this Agreement, the term Office Professional employee shall mean all persons in the appropriate unit employed by the District excluding the following: confidential employees, supervisory employees, essential employees, part-time employees who services do not exceed the lesser of fourteen (14) hours per week or thirty-five percent (35%) of the normal work week, employees who hold positions of a temporary or seasonal character for a period not in excess of 67 normal working days in any calendar year, and emergency employees.

Employee: The term “employee” shall have the same definition as in the PELRA *M.S. 179A.03, Subd. 14.*

Section 2. School Board: Any reference to School Board or District in this Agreement shall mean the District and/or its designated officials.

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

ARTICLE IV
SCHOOL BOARD RIGHTS

Section 1. Inherent Managerial Rights: The parties recognize 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, unless otherwise covered by the terms of this Agreement.

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

Section 3. Effect of Laws, Rules and Regulations: All employees covered by this Agreement, and all provisions of this Agreement, are subject to the laws of the State of Minnesota, Federal laws, and valid rules, regulations and orders of State and Federal governmental agencies. Any provisions of this Agreement found to be in violation of any such laws, rules, and regulations, directives or orders shall be null and void and without force and effect.

Section 4. Reservation of Managerial Rights: The foregoing enumeration of District 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 management functions not expressly delegated in this Agreement are reserved to the District.

ARTICLE V
EMPLOYEE AND UNION RIGHTS

Section 1. Right to View: Nothing contained in this Agreement shall be construed to limit, impair or affect the right of any employee or their representative to the expression or communication of a view, grievance, complaint, or opinion on any matter related to the conditions or compensation or 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. Employees in the appropriate unit shall have the right by secret ballot to designate an exclusive representative for the purpose of negotiating grievance procedures and the terms and conditions of employment for employees with the District.

Section 3. Request for Dues Check Off: Employees shall have the right to request and be allowed dues check off for the Exclusive Representative, provided that dues check off and the proceeds thereof shall not be allowed any employee organization that has lost its right to dues check off pursuant to the PELRA Upon receipt of a properly executed authorization card of the employee involved, the District will deduct from the employee's paycheck the dues as specified by the Union.

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.

Section 4. Information: The parties agree that the Exclusive Representative shall have access to appropriate and available information necessary for the Association to exercise its responsibilities as Exclusive Representative.

Section 5. Notice to Union: The employer shall inform the Union office of names and addresses of new employees.

Section 6. Union Time: Pursuant to M.S. 179A.07, Subd. 6, time off without pay shall be afforded to elected officials and appointed representatives of the Exclusive Representative for the purpose of conducting the duties of the Union. Reasonable effort shall be made by both parties to schedule negotiations, hearings, mediation, and/or arbitration at times other than those conflicting with the work schedule. In the event that it is agreed to by both parties or mandated by a third party that any of the aforementioned meetings be held during the working day, the Union shall reimburse the District in the amount paid to the employees' substitutes for members of the Office Professionals' unit.

ARTICLE VI

EMPLOYMENT PRACTICE

Section 1. Employment Confirmation: Employees subject to this Agreement will receive confirmation of employment, including applicable conditions as to assignment, classification and benefits as soon as practical after District action to hire. The employee will be notified, in writing, two (2) weeks prior to implementation of any change in assignment initiated by the District after initial employment, except in cases of emergency.

Section 2. Physical Status: Any employee whose conditions of physical or mental health is thought to be adverse to the welfare of the pupils or other employees may be required to undergo a health examination by a licensed physician, at the expense of the District. The procedures to be followed under this section are to be identical to those procedures stated in M.S. 122A.40, Subd. 12.

Section 3. Work Rules: Employees will be subject to general work rules as established by the District. The employee's immediate supervisor will be responsible to inform him/her of the existing work rules and subsequent changes.

Section 4. Placement: Employees entering the District or new to the bargaining unit with prior School District office professional experience may be placed on any step higher than the lowest step on the salary schedule. The placement on a step higher than the lowest step will be reviewed by management and a union representative in order to advise the district as to the appropriate step placement.

Current employees advancing from one grade to the next will be placed on their current step on the new grade salary schedule. An Employee paid a grandfathered rate shall be paid a grandfathered rate at the new grade level only upon reclassification.

Employees moving from a higher grade to a lower grade will be placed on their current step on the new grade salary schedule and receive a reduction in salary accordingly.

Section 5. Posting of Vacancies: When a vacancy is a position covered by this agreement is to be filled, it shall be posted electronically at least five (5) days, during which employees must

make application for a vacancy, if interested and qualified.

It shall be at the discretion of the applicable supervisor as to which applicant is recommended to be hired to fill the existing vacancy. There is no guarantee that the applicant selected must be currently employed in the School District.

Section 6. Application for Vacancies: Current employees who wish to be considered for an existing vacancy must make application for the vacancy on-line.

Section 7. Probationary Period: Employees shall serve a probationary period of six (6) months of continuous service during which time the School District shall have the unqualified right to suspend without pay, discharge, or otherwise discipline such employee.

Section 8. Classification: Employees will be assigned a particular job classification upon initial employment consistent with the job function provided. The basis for classification of a job will be the relative value of that job to the School District and will not include the particular qualifications of the employee beyond those required to perform designated duties. It is understood that on occasion the functions provided in a particular job may change.

When this occurs, the supervisor for the program affected may provide a rationale in writing to the Human Resources Office and may request that the specific job be considered for reclassification.

Section 9. Seniority: The District recognizes that the purpose of seniority is to provide a declared policy as to the order of recall. A district-wide seniority list will be provided for all members no later than November 1 of each year. In the event that the seniority date is the same for one or more employees, the seniority number will be assigned in ascending alphabetic order by the last name.

Section 10. Seniority Date: Employees shall acquire seniority upon satisfactory completion of the probationary period. The seniority date shall relate back to the first date of continuous employment in the Office Professional unit and shall continue to accrue unless there is a break in employment. A break in employment may occur through resignation, termination or retirement.

Office professionals hired prior to July 1, 2013 will use their date of hire as the first date of continuous employment for calculation of longevity.

Section 11. Layoff/Recall: In the event that a position covered by this agreement is discontinued, the employee assigned to that position would be placed on lay-off status. Any employee(s) on lay-off status will have first right of acceptance or rejection for an available position at or below the employee's former employment classification for a period of one (1) year. If the laid-off employee accepts a position offered during the one (1) year period, the conditions of probation (Article VI, Section 7) will apply and no further guarantee of employment will be provided.

Employees who are on lay-off status shall furnish the District with a telephone number(s) and address for the purpose of notification of openings. The employee notified as to an available position must notify the District within ten (10) calendar days as to acceptance or rejection and report for work within 21 calendar days if accepted.

Section 12. Vacation and floating holidays shall be determined based on continuous employment in the Office Professional unit.

ARTICLE VII
BASIC WORK CONDITIONS

Section 1. Definitions of Employment Categories: For purposes of this Agreement, the following employment categories shall exist:

Full-Status Employee - A full-status employee shall be defined as one whose actual assigned work year is up to eleven (11) months and at least 1020 hours per year.

Full Status Part-Time Employee - A part-time employee shall be defined as one who normally works up to eleven (11) months and less than 1020 hours per year.

12 Month Employee - A 12 Month employee shall be defined as one whose actual assigned work year is for 12 months per year, excluding applicable holidays and vacation days.

Part-Time Employee - A part-time 12 month employee shall be defined as one who normally works less than 1020 hours per year.

Section 2. Work Day/Break Periods: Employees shall be provided a duty-free lunch period of thirty (30) minutes and two (2) fifteen (15) minute breaks during each shift of seven and one half (7.5) hours or more, to be arranged with the approval of the supervisor. Employees working less than 7.5 hours per day but at least six (6) hours per day shall have one fifteen (15) minute break and be provided a thirty (30) minute duty free lunch.

Section 3. Work Year: The work year shall be those days determined by the District and shall normally include, but is not limited to, those days when students are in attendance. The work year of employees may vary from building to building and from year to year.

Section 4. Overtime: All work over forty (40) hours per week shall be paid at the overtime rate of time and one-half (1.5) of the employees applicable rate. Such forty- (40) hour week shall commence at 12:01 on Sunday morning and overtime shall begin after 40 hours have been fulfilled. All overtime work must be approved in advance by the Supervisor and must be approved for a specified period of time or job before extra duty begins. A paid holiday shall be the only non-work day with compensation considered for purposes of computing overtime compensation. Compensation may be either in the form of wages or compensatory time as approved and within limits as determined by the Fair Labor Standards Act.

Section 5. Withholding of Increment: The District reserves the right to withhold annual increments for employees for neglect of duty, persistent violations of laws, rules, regulations, or directives, inefficiency and other good and sufficient grounds which impair the employee's proper functioning in his/her position. In the event that an annual increment will be withheld, the employee will be so notified in writing of the deficiency.

Section 6. Emergency Closing: Non E-Learning day year. 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. Employees may work from a remote location with prior authorization from the employee's supervisor.

E-Learning day year. In the event of an emergency closing the employee will not report for the first two (2) closed days of that school year. On E-learning days, or an additional closed day, the employee shall perform duties on that day by reporting to the employee's normal place of work. Employees may work from a remote location with prior authorization from the employee's

supervisor.

Section 7. Pay Day: Annual salary shall be paid in a minimum of twenty-four (24) installments. If a regular pay date falls on a District designated holiday, that installment shall be paid on the last District workday prior to the holiday. Employees who are placed on summer seasonal layoff may request payment of the July and August payments by making application to the District Payroll Office with fifteen (15) working days notice thereof, the District shall make payment of the July and August salary installments not later than June 28.

Section 8. Salary Adjustments: All salary adjustments shall be effective on July 1. An employee who begins work prior to January 1 will receive a salary adjustment on the next July 1. New employees who begin work after January 1 will not receive a salary adjustment until the beginning of the second fiscal year after the year of initial employment.

Section 9. Basic Compensation: The rates of pay are reflected in the Salary Schedule. In addition, the District reserves the right to unilaterally increase an employee's salary beyond the schedule in the event that the District is ruled out of compliance with Comparable Worth guidelines.

ARTICLE VIII

VACATIONS AND HOLIDAYS

Section 1. Eligibility: Those employees whose status is 12 month or full-status (Article VII-Section 1) will be eligible for vacation and/or holiday compensation.

Section 2. Holidays:

Subd. 1. Each year at the organizational meeting, the School Board shall designate ten (10) days as paid holidays for full-time, 12-Month employees.

Subd. 2. Employees who are full-status shall be paid for nine (9) holidays which are scheduled from September through May.

Section 3. Vacations:

Subd. 1. Eligible 12-Month employees shall earn paid vacation days at the beginning of each fiscal year and commensurate with their classification and in accordance with Subdivision 4 below. Vacations may be taken throughout the twelve (12) month calendar year but must be approved in advance by the employee's supervisor. In addition, a maximum of ten (10) days per year may be carried into the following fiscal year.

Subd. 2. Eligible Full Status employees shall earn paid vacation days at the beginning of each fiscal year and commensurate with their classification and in accordance with Subdivision 3 below.

Subd. 3: Full-status employee vacations:

| Number of Paid Vacation Days for FULL STATUS Employees | |
|---|---------------|
| DURING year of employment | Days per Year |
| Year 1 | 6 days |

| | |
|------------------------|---------|
| Year 2 | 7 days |
| Year 4 | 8 day |
| Year 5 | 9 days |
| Year 7 | 10 days |
| Year 8 | 11 days |
| Year 10 | 12 days |
| Year 15 and Thereafter | 15 days |

Subd. 4: 12 Month Employee Vacations: This applies to all 12 month employees whose work year exceeds 1,020 hours. The days of vacation will be of a length determined by the employee’s usual daily assignment and converted to hours of vacation earned.

| Number of Paid Vacation Days for 12 Month Employees | |
|--|---------------|
| DURING year of employment | Days per Year |
| Year 1 | 10 days |
| Year 2 | 11 days |
| Year 3 | 12 day |
| Year 4 | 13days |
| 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 and Thereafter | 20 days |

ARTICLE IX

GROUP INSURANCE BENEFITS

Section 1. Eligibility: 12-Month and full-status employees are eligible to be enrolled in any of the District Benefit plans. Eligible employees are defined as those employees who are assigned a minimum of 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.

Section 2. Coverage for New and Newly Eligible Employees: New employees, or newly eligible employees, eligible for fringe benefits will become eligible to participate in the District insurance benefit programs on the first (1st) day of the month following or coinciding with the initial employment or eligibility date. The effective date of coverage is also subject to conditions set by insurance carriers.

Section 3. Claims against the District: The parties agree that any description of insurance benefits contained in this Article is 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 a denial of insurance by an insurance carrier.

Section 4. Duration of Insurance Contributions by District: An employee is eligible for District contributions as provided in this Article as long as the employee is employed by the District. Upon termination of employment, all District contributions shall cease effective on the last working day.

Section 5. Selection of Carrier: The selection of the insurance/medical carrier(s) and policy shall be made by the District, subject to the coverage requirements of this Article.

Section 6. Group Insurance/Medical Plans Available:

Subd. 1. Single coverage: The District shall contribute \$375.00 per month for the duration of this work agreement toward the cost of the premium for the medical/hospitalization plan for individual coverage for employees who qualify for and are enrolled in the plan.

Subd. 2. Family Coverage: The District shall contribute \$645 per month for the duration of this work agreement toward the cost of the premium for the medical/hospitalization plan for family coverage for all employees who qualify for and are enrolled in the plan.

Subd. 3. Employee and Spouse Employed by District: In the event the District employs an employee and spouse, the employee and spouse may both be allowed to carry single coverage, if permitted by the terms of the insurance policy, in such case the District will then pay the sums as provided in Subd. 2 hereof, or the District will contribute a sum not to exceed the single rate for one spouse, plus the family rate for one spouse. In any event, the combination thereof shall not exceed the total cost of the premium. The cost of the premium not contributed by the District shall be borne by the employee and paid by payroll deduction. If the premiums are less than the District contribution, the District shall not pay the difference to the employee.

Subd. 4. Long-Term Disability Insurance: The District shall provide a long-term disability insurance program and the employee shall pay 100% of the premium. The maximum benefit is \$2,000.00 per month.

Subd. 5. Term Life Insurance: The District shall pay the premium for a \$50,000 basic life and AD&D insurance policy for eligible employees. In addition, the employee shall be entitled to an option to purchase an additional a \$50,000 at his/her own expense and/or \$5,000 term life coverage on their spouse and dependents as acceptable to insurance carrier. In the event of total disability, it shall be the responsibility of the employee to request a waiver of premium within twelve (12) months of the qualifying event.

Section 7. Worker's Compensation: The District shall provide Worker's Compensation Insurance as required by law with the following provisions:

For the employee who is absent from work as a result of a compensable injury:

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

- C. 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 work compensation benefits for medical lost time.

Section 8. Dental Insurance:

Subd. 1: The District shall contribute \$34.27 per month for the duration of this work agreement toward the cost of the premium for dental coverage for all employees who qualify and are enrolled in the plan.

ARTICLE X LEAVES OF ABSENCE

Section 1. Sick Leave:

Subd. 1: Employees shall earn sick leave with pay at the rate of fifteen (15) days per year. The hours of each sick leave day earned will be equal to the employee's usual hours of daily assignment.

Subd. 2: Unused sick leave days may accumulate to a maximum credit of 178 days for Full Status Employees. Unused sick leave days may accumulate to a maximum credit of 200 days for 12-month Employees.

Subd. 3: Sick leave pay shall be allowed by the District whenever the employee's illness or disability prevents his/her attendance at the work site and performance of duties on that day(s) or to attend to a family member who is ill.

Subd. 4: The District may require an employee to furnish a medical certificate from a qualified physician as evidence of illness or disability, indicating such absence was due to illness or disability, in order to qualify for sick leave pay. In the event that a medical certificate will be required for the employee or family member, the employee will be so advised during said absence.

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

Subd. 6: Sick leave shall be reviewed upon submission to electronic absence system for authorization.

Subd. 7: The District, in its discretion, may consider granting sick leave beyond these provisions.

Section 2. Bereavement Leave:

Subd. 1: An employee shall be granted up to five days bereavement leave, the days to be deducted from sick leave, for deaths the employee chooses to attend, or facilitate the grieving process.

Subd. 2: The District may elect to grant additional days in consultation with the employee and employee's supervisor.

Section 3. Leave: The District shall adhere to the Family Medical Leave Act (FMLA) and Minnesota State Parental Leave Act (SPLA) for instances of leave including: family/dependent illness, personal illness, child care leave, adoption, pregnancy, military leave, jury duty, and any other leave and provisions covered under FMLA and SPLA. Any paid leave will run concurrent to FMLA or SPLA leave. The District will not restrict the use of accrued sick leave, vacation, and floating holidays while connected to a FMLA or SPLA certification.

Subd. 1: Family/Dependent Leave: Employees that request time off to attend to a family member or dependent may do so for up to three (3) days (deducted from sick leave). The District may require FMLA certification for leaves over three consecutive days. The employee may exhaust sick leave, floating holidays, and vacation under this section. Unpaid leave may be elected after sick leave is exhausted. Periodic FMLA certification may be requested by the District.

Section 4. Insurance Application:

Subd. 1: An employee on unpaid leave under the provisions of this Article is eligible to continue to participate in group insurance programs if permitted under the insurance policy provisions but, unless otherwise provided in this Agreement, shall pay the entire premium for such programs as he/she wishes to retain, commencing with the beginning of the leave. It is the responsibility of the employee to make arrangements with the District's business office to pay to the District the monthly premium amounts in advance and on such date as determined by the District. The right to continue participation in such group insurance programs, however, will be discontinued upon termination of employment except as required by law.

Subd. 2: In additions, an employee on paid and/or unpaid leave under the provisions of Article X, Sections 3, 4 or 5, shall be entitled to continuation of District contributions for health insurance benefits during the period of the leave. However, District contributions shall not exceed twelve (12) weeks accumulative unpaid leaves of absence per year.

Section 5. Accrued Benefits: An employee on unpaid leave under the provisions of this Article shall retain such amounts of experience credit for pay purposes and other accrued benefits, if any, which he/she had accrued at the time he/she went on leave for use upon his/her return. No additional experience credit for pay purposes or other benefits shall accrue for the period of time that an employee is on unpaid leave.

Section 6. Floating Holidays:

Subd. 1. All employees scheduled 1,020 hours per year or more may be granted permission for absence due to use of no more than two (2) 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. 2. Employees scheduled more than 500 hours/year, but less than 1,020 hours/year may be granted one (1) floating holiday under the same provisions.

Subd. 3. No more than one (1) employee from each building may be granted permission to be absent under this provision on any given work day. Supervisors may use discretion to extend beyond these provisions.

Subd. 4. 12-Month employees scheduled for 261 work days will accumulate two (2) additional floating holiday for a total of four (4) floating holidays each year after seven years of service in the District. All non 12-Month employees scheduled 1,020 hours per year or more will accumulate an additional floating holiday for a total of three (3) floating holidays each year after seven years of service in the District.

Subd. 5. Unused floating holidays may be accumulated to a maximum of three (3) days. No more than five (5) days can be used in a year.

Subd. 6. Requests for floating holiday must be received by the immediate supervisor at least three (3) work days prior to the anticipated absence except in cases of emergency. In addition, requests for floating holidays will normally not be granted during the first or last two (2) weeks of the school year. Exceptions to the number of employees allowed or the scheduling of days may be made by the supervisor based on individual circumstances.

Section 7. Reinstatement From Leaves: An employee returning from leave of one (1) year or less shall be reinstated to the position from which s/he took leave, and shall be placed on the salary schedule at the step and lane placement held at the initiation of the leave, provided the position was not eliminated. If the exact position was eliminated by the District, the employee shall be reinstated to a position of like status and pay or placed on layoff (see Article VI) if none exists. The employee shall retain their seniority status and experience credit accrued as full-status or 12-month employees.

Section 8. Sick Leave Buy-Back: Employees who have accrued 435 hours of sick leave and who have used less than 5 days during a fiscal year may at the end of that fiscal year sell back up to 10 unused sick leave days:

Subd. 1. On an annual basis up to five (5) sick leave days may be surrendered to the District. In return for those days the individual employee will receive 50% of their daily rate paid as a direct salary payment from July 1 through July 15 of the following school year; and/or

Subd. 2. On an annual basis up to five (5) sick leave days may be surrendered to the District. In return for those days the individual employee will receive 50% of the employee's daily rate paid into a district approved 403b account.

Section 9. Office Professional Absence Due to Assault: An office professional's absence due to injury as a result of assault related to the position of employment by a student or non-student shall not be charged against the office professional's sick leave days. To be considered an assault for this section there must be an assault with a law enforcement case number assigned.

ARTICLE XI

INSERVICE TRAINING

Section 1. Conference Expenses: Employees may be reimbursed expenses such as mileage, registration fees, meals, etc., which are incurred when attending in service education conferences, the attendance at which is approved by the immediate supervisor.

Section 2. A \$3,500 annual budget will be provided to allocate to individuals or groups of the office professionals for, professional dues, conferences and workshop expenses. Surplus budget

from the professional development account for office professionals may be carried over into the next budget year. No classes, workshops, or conferences from Sections 1 and 2 may be applied to Section 3 of this Article without the submission of the Professional Standard form (Appendix A) by the Office Professional and pre-approval by the Human Resources Director.

Section 3. Career Development:

Subd. 1. Payment for Professional Certificates: Employees who are holders of a certificate issued by Professional Standards-National Association of Educational Office Professionals will be paid an additional:

| NAEOP Certificate | Hourly Rates |
|---|-----------------|
| Option I – Basic, Associate Professional Option II – Basic | \$0.25 per hour |
| Option I – Advanced I and Advanced II Option II – Associate Professional | \$0.50 per hour |
| Option I – Advanced III and/or CEOE Option II – Associate Degree, Advanced I, Advanced II, Advanced III, Bachelor Degree, Master Degree, Doctoral | \$0.75 per hour |
| Previously CEOE certified and recertified at the following levels: Option I – Advanced III Option II – Associate Degree, Advanced I, Advanced II, Advanced III, Bachelor Degree, Master Degree, Doctoral Degree | \$1.00 per hour |

ARTICLE XII

TERMINATION OF EMPLOYMENT

Section 1. Voluntary/Involuntary Quit: Any employee who voluntarily terminates his/her employment or is terminated by the School District for cause will concede all benefits and privileges of employment except as otherwise provided in this Agreement.

Section 2. Retirement:

Subd. 1: Retirement provisions under this section are available only to employees who are 12 Month or full-status employees defined in this Agreement and retiring under provisions of Public Employee Retirement Association (PERA).

Subd. 2: Eligible employees are those who have completed at least fifteen (15) years of continuous service with the School District.

Subd. 3: An employee hired after July 1, 2020 is not eligible for this section. An employee who retires under the terms of this Agreement, and who has completed at least fifteen (15) years of continuous service with the School District, and who is at least fifty-five (55) years of age shall receive a one-time payment of \$5,000 to the employee’s HCSP account. To be eligible for payment, the employee must provide a written resignation at least ninety (90) calendar days prior to his/her intended retirement date.

Subd. 4: The employee shall be eligible to receive as severance pay, upon his/her retirement, the amount obtained by multiplying the employee's daily pay rate times fifty percent (50%) of his/her unused accumulated number of sick days. The employee's daily rate of pay shall be the basic daily rate at the time of retirement, including longevity and shall not include extended employment or other extra compensation. The employee shall receive one-half of the payment into the District Health Care Savings Plan (HCSP) and one half shall be paid as a direct salary payment to the employee.

Subd. 5. Payment: An employee will receive the accumulated days' salary in total upon separation from the School District. Severance pay shall not be granted to any employee who is discharged by the School District for cause.

Subd. 6. Insurance Option: Eligible employees retiring pursuant to this Article shall be allowed to continue participation in the group medical/hospitalization insurance plan by paying the full monthly regular premium in advance to the School District until the employee is eligible for Medicare. Such participation is subject to insurance carrier approval.

Subd. 7. Conditions: Days accrued for severance pay under this Article shall not exceed those limitations imposed by law.

Subd. 8. Benefit In Case of Death of Employee: If the 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.

Subd. 9: Sick Leave, Vacation, Floating Holiday Pro-ration: Effective July 1, 2019, an employee qualifying for retirement and retiring prior to their last scheduled day in a fiscal year shall have accrued sick leave, vacation and floating holiday pro-rated. The fiscal year is defined as July 1st through June 30th. The pro-ration will be determined by taking the number of fiscal year days actually worked divided into the total fiscal year days scheduled from July 1st through June 30th to get a percentage. Take that percentage of the accrued leave for the fiscal year to determine the pro-rated amount.

ARTICLE XIII

GRIEVANCE PROCEDURE

Section 1. Definitions: A grievance shall mean a written complaint by an employee or group of employees, that there has been a violation, misinterpretation, or misapplication of this Agreement.

Section 2. Representative: The employee, administration or District may be represented during any step of the procedure by any person or agent designated by such party to act in his/her behalf.

Section 3. Definitions and Interpretation:

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

Subd. 2. Days: Reference to days regarding time periods in this procedure shall refer to working days.

Subd. 3. Computation of Time: In computing any period of time prescribed or allowed by procedures herein, the date of the act, event, or default for which the designated period of time begins to run shall not be included. The last day of the period so computed shall be counted.

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

Subd. 5. Bypassing Level I: Upon mutual agreement of the parties, a grievance may be initiated and considered at a higher level.

Section 4. Time Limitation and Waiver: Grievances shall not be valid for consideration unless the grievance is submitted in writing to the supervisor, setting forth the facts and the specified provision of the Agreement allegedly violated and the particular relief sought within fifteen (15) days after the date the event giving rise to the grievance occurred, or fifteen (15) days after the employee(s), through the use of reasonable diligence, should have had knowledge of the occurrence that gave rise to the grievance. Failure to file any grievance within such periods 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. An effort shall first be made to adjust an alleged grievance informally between the employee and the District's designee.

Section 5. Adjustments of Grievances: The District and the employee shall attempt to adjust all grievances which may arise during the course of employment of any employee within the District in the following manner:

Subd. 1. Level I: If the grievance is not resolved through informal discussions, the 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 resolved in Level I, the decision rendered may be appealed to the Superintendent of Schools, provided such appeal is made in writing within ten (10) days after receipt of the decision in Level I. If a grievance is properly appealed to the Superintendent, the Superintendent or his designee shall meet regarding the grievance within ten (10) days after receipt of the appeal. Within ten (10) days after the meeting, the Superintendent or his designee shall issue a decision in writing to the parties involved.

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 ten (10) days after receipt of the decision in Level II. If a grievance is properly appealed to the School Board, the School Board shall hear the grievance within thirty (30) days after receipt of the appeal. Within fifteen (15) days after the hearing, the School Board shall issue its decision in writing to the parties involved. At the option of the School Board, a committee or representative(s) of the School Board may be designated by the School Board to hear the appeal at this level, and report its findings and recommendations. The School Board shall then render its decision within the time lines as provided herein.

Section 6. Mediation Level: Upon request of the Association, the District agrees to participate in a meeting as set by the Bureau of Mediation Services (BMS) to consider any grievance not

resolved in Subd. 3, Level III hereof, provided the Association makes such request within ten (10) days after receipt of the District's decision in Subd. 3, Level III hereof. If the grievance is considered at this mediation level and is unresolved, the matter may be appealed to arbitration pursuant to Section 8 hereof, provided such notice is filed within ten (10) days after the mediation meeting as provided in this section. Nothing in this section shall preclude the Association from bypassing this mediation level and appealing directly to arbitration from the Subd. 3., Level III, decision by the District.

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

Section 8. Arbitration Procedures: In the event that the employee and the District are unable to resolve any grievance the grievance may be submitted to arbitration as defined herein:

Subd. 1. Intent: An intent to submit a grievance to arbitration must be in writing signed by the aggrieved party, and such notice must be filed in the Office of the Superintendent within ten (10) days following the decision in Level III of the grievance procedure, or within ten (10) days following the mediation meeting as provided in Section 6 hereof if the Association elects to consider the matter at the mediation level.

Subd. 2. Prior Procedure Required: No grievance shall be considered by the arbitrator which has been first duly processed in accordance with the grievance procedure and appeal provisions of this Agreement.

Subd. 3. Selection of Arbitrator: Upon the proper submission of a grievance under the terms of this procedure, the parties shall attempt to agree upon the selection of an arbitrator. If an agreement on an arbitrator is not reached, either party may request the BMS to appoint an arbitrator, pursuant to M.S. 179.09, provided such request is made within twenty (20) days after request for arbitration. The request shall ask that the appointment be made within ten (10) days after the receipt of said request. The failure to request such an arbitrator from the BMS within the time periods provided herein shall constitute a waiver of grievance.

Subd. 4. Hearing: The grievance shall be heard by a single arbitrator and both parties may be represented by such person or persons as they may choose and designate, and the parties 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: The decision by the arbitrator shall be rendered within thirty (30) calendar days after the close of the hearing. Decisions by the arbitrator in cases properly before him/her shall be final and binding upon the parties, subject however, to the limitations of arbitration decisions as provided for in the PELRA.

Subd. 6. Expenses: Each party shall bear its own expenses in connection with arbitration including expenses relating to the party's representatives, witnesses, and any other expenses which the party incurs in connection with presenting its case in arbitration. A transcript or recording shall be made of the hearing at the request of either party. The parties shall share equally the fees and expenses of the arbitrator and any other expense which the parties mutually agree are necessary for the conduct of the arbitration. The requesting party shall pay the full cost of transcribing or recording of the proceedings and

transcript copy. If both parties request a transcript or recording, the cost shall be equally shared. If the second party orders a transcript after the first party has paid for transcribing and recording, the second party shall also reimburse the first party for one-half of those costs incurred, in addition to paying for the transcript copy.

Subd. 7. Jurisdiction: The arbitrator shall have jurisdiction over disputes or disagreements relating to grievances properly before the arbitrator pursuant to the terms of this procedure. The jurisdiction of the arbitrator shall not extend to proposed changes in terms and conditions of employment as defined herein and contained in this written Agreement.

Section 9. Form: A form which must be used for filing of a grievance shall be provided by the Association.

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 his/her 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 XIV DISCIPLINE AND DISCHARGE

Section 1. Discipline and Discharge:

Subd. 1: The District shall have the right to discipline employees for cause after completion of the probationary period.

Subd. 2: Employees who are to be discharged or suspended shall be notified in writing of such action together with a statement of the reason(s) for discharge or suspension, a copy of which shall be sent to the Exclusive Representative.

ARTICLE XV MISCELLANEOUS

Section 1. Longevity Pay:

Subd. 1: 12-Month and Full Status employees shall be entitled to longevity pay in the form of compensation in accordance with the following schedule:

| 2019-2022 | |
|---------------------------------|-------------|
| After 4 years eligible service | \$0.25/hour |
| After 8 years eligible service | \$0.50/hour |
| After 12 years eligible service | \$0.75/hour |

| | |
|---------------------------------|-------------|
| After 16 years eligible service | \$1.00/hour |
| After 20 years eligible service | \$1.35/hour |

Section 2. Deferred Compensation: Employees participating in a District-approved Deferred Compensation Plan shall be eligible for a matching District contribution. To be eligible for Article XV, Section 2, employees must be actively employed on the deadline date and have submitted year-end deferred compensation forms by the deadline. The District contribution is up to \$2000.00 per year under any or all of the following conditions:

- An employee who has completed four continuous years of service in the district shall have the school district contribute an amount of up to \$2,000.00 equal to the member’s contribution in the district approved 403b plan.
- Employees with more than 360 hours in accumulated sick leave may choose to use any sick leave of more than 360 hours, up to \$2,000 per year, for the employee portion of the approved deferred compensation plan. The employee may surrender unused sick leave at their hourly rate.
- Twelve (12) month employees shall have the option of an additional contribution of up to \$500.00 by using sick leave in excess of 360 hours for the additional contribution. The employee may surrender unused sick leave at their hourly rate.

All contributions are subject to applicable state and federal laws.

Section 3. Retroactivity: Except as otherwise provided herein, all provisions of this Agreement, including the salary schedule and benefits, shall be effective July 1, 2019.

Section 4. Behavior Intervention Assistant Pay: An office professional assigned during their normal duty time to substitute for an absent intervention assistant shall be paid \$20.00 per hour or their hourly rate, whichever is greater.

ARTICLE XVI

DURATION

Section 1. Term and Reopening Negotiations: This Agreement shall remain in full force and effect for a period commencing on its date of execution, through June 30, 2022 and thereafter pursuant to the PELRA. Unless otherwise mutually agreed, the parties shall not commence negotiations more than ninety (90) days prior to the expiration of this agreement.

Section 2. Effect: This Agreement constitutes the full and complete Agreement between the School Board and the Exclusive Representative representing the employees under this contract. The provisions herein relating to terms and conditions of employment supersede any and all prior agreements, resolutions, practices, District policies, rules or regulations concerning terms and conditions of employment inconsistent with these provisions.

Section 3. Finality: Any matter relating to the terms and conditions of employment whether or not referred to in this Agreement, shall not be open for negotiations during the term of this Agreement except by mutual consent.

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

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

| | |
|------------------------------------|---|
| OFFICE PROFESSIONAL ASSOCIATION | INDEPENDENT SCHOOL DISTRICT 15 4115 Ambassador Blvd St. Francis, MN 55070 |
| <hr/> | |
| Office Professional Representative | Chairperson, School Board |
| <hr/> | |
| Office Professional Representative | Clerk, School Board |
| <hr/> | |
| Date Signed | Date Signed |

SALARY SCHEDULE 2019-2020

| <u>Step</u> | <u>A13</u> | <u>B21</u> | <u>B22</u> |
|-------------|------------|------------|------------|
| 2 | \$14.28 | \$14.53 | \$15.53 |
| 3 | \$14.50 | \$14.90 | \$15.78 |
| 4 | \$14.93 | \$15.20 | \$16.23 |
| 5 | \$15.37 | \$15.66 | \$16.63 |
| 6 | \$15.72 | \$16.22 | \$17.23 |
| 7 | \$16.20 | \$16.75 | \$17.75 |
| 8 | \$16.48 | \$17.04 | \$18.32 |

Grandfathered Rates

A13 Rate 1 \$19.54 An A13 in 2017-2018 with hire date in 1995

A13 Step 8 An A13 in 2017-2018 with hire date in 2000

B21 Rate 1 \$18.08 A B21 in 2017-2018 with hire date in 2002 or 2004

B22 Rate 1 \$19.11 A B22 in 2017-2018 with hire date in 1997 or 2007

B22 Rate 3 \$21.11 A B22 in 2017-2018 with hire date in 1993

SALARY SCHEDULE 2020-2021

| <u>Step</u> | <u>A13</u> | <u>B21</u> | <u>B22</u> |
|-------------|------------|------------|------------|
| 3 | \$14.45 | \$14.84 | \$15.72 |
| 4 | \$14.87 | \$15.14 | \$16.17 |
| 5 | \$15.26 | \$15.42 | \$16.37 |
| 6 | \$15.58 | \$15.98 | \$16.97 |
| 7 | \$16.06 | \$16.51 | \$17.44 |
| 8 | \$16.34 | \$16.80 | \$18.35 |
| 9 | \$16.65 | | \$18.67 |

Grandfathered Rates

A13 Rate 1 \$19.62 An A13 in 2017-2018 with hire date in 1995

A13 Step 9 An A13 in 2017-2018 with hire date in 2000

B21 Rate 1 \$18.32 A B21 in 2017-2018 with hire date in 2002 or 2004

B22 Rate 1 \$19.34 A B22 in 2017-2018 with hire date in 1997 or 2007

B22 Rate 3 \$21.33 A B22 in 2017-2018 with hire date in 1993

SALARY SCHEDULE 2021-2022

| <u>Step</u> | <u>A13</u> | <u>B21</u> | <u>B22</u> |
|-------------|------------|------------|------------|
| 4 | \$15.05 | \$15.33 | \$16.37 |
| 5 | \$15.40 | \$15.43 | \$16.42 |
| 6 | \$15.65 | \$16.00 | \$17.03 |
| 7 | \$16.16 | \$16.41 | \$17.45 |
| 8 | \$16.44 | \$16.70 | \$18.22 |
| 9 | \$16.75 | | \$19.04 |
| 10 | \$17.10 | | |

Grandfathered Rates

A13 Rate 1 \$20.00 An A13 in 2017-2018 with hire date in 1995

A13 Step 10 An A13 in 2017-2018 with hire date in 2000

B21 Rate 1 \$18.84 A B21 in 2017-2018 with hire date in 2002 or 2004

B22 Rate 1 \$19.87 A B22 in 2017-2018 with hire date in 1997 or 2007

B22 Rate 3 \$21.89 A B22 in 2017-2018 with hire date in 1993

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. This language expires June 30, 2022.

Memo of Understanding

This Memorandum of Understanding is entered between Independent School District No. 15, St. Francis, Minnesota, (hereinafter referred to as the School District) and the Office Professionals (hereinafter referred to as the Union).

Non 12 month office professionals shall be eligible to be absent up to one (1) duty day, to be deducted from sick leave, to cover events requiring the employee's personal attendance which cannot be conducted outside scheduled hours or work. Requests must be received by the immediate supervisor at least three (3) work days prior to the anticipated absence except in cases of emergency. An absence shall not normally be granted for the day preceding or the day following holidays or breaks, or the first and last days of the school year. A Non 12 month office professionals shall be eligible for up to one (1) additional day under this paragraph with the request submitted to the director of human resources.

Nothing contained in this agreement shall constitute nor be implied to constitute a past practice.

This Memo of Understanding shall remain in effect until a successor agreement is ratified for the duration starting on July 1, 2022.

For the Union

For the School District

President Date

School Board Chairperson Date

School Board Clerk Date