

LABOR AGREEMENT

**Independent School District No. 197
West St Paul, Minnesota**

and

**Minnesota Teamsters Public and Law
Enforcement Employees' Union, Local
No. 320**



**Representing:
(Administrative Assistants and Specialists)**

July, 1, 2019- June 30, 2021

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ARTICLE 1
PURPOSE

1.01. Parties: This Agreement is entered into between the School Board of Independent School District No. 197, Mendota Heights, Minnesota, hereinafter referred to as the School District, and the Minnesota Teamsters Public and Law Enforcement Employees' Union, Local 320, hereinafter referred to as the Union, pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, as amended, to provide the terms and conditions of employment for office and clerical employees during the duration of this Agreement.

ARTICLE 2
RECOGNITION OF EXCLUSIVE REPRESENTATIVE

2.01. Recognition: In accordance with the P.E.L.R.A. of 1971, as amended, the School District recognizes the Minnesota Teamsters Public and Law Enforcement Employees' Union, Local No. 320, as the exclusive representative of office and clerical employees employed by the School District. The exclusive representative shall have those rights and duties as prescribed by the P.E.L.R.A. of 1971, as amended, and as described in the provisions of this Agreement.

2.02. Appropriate Unit: The Union shall represent all the office and clerical employees employed by the School District who work more than 14 hours per week and more than 67 work days per year, excluding supervisors, accountant, and confidential employees and excluding all other employees, in accordance with the Bureau of Mediation Services, State of Minnesota, Case No. 73-PR-154-A.

ARTICLE 3
RIGHTS, DEFINITIONS AND RESPONSIBILITIES

3.01. Terms: Terms used in this Agreement shall have those meanings as defined by the P.E.L.R.A. of 1971, as amended.

3.02. Rights: School District and employee rights shall be defined as follows:

- A. Employee rights shall be as defined in the P.E.L.R.A. of 1971, as amended.
- B. School District rights shall be as defined in the P.E.L.R.A. of 1971, as amended. All management rights and functions not expressly delegated in this AGREEMENT are reserved to the School District.
- C. Non-discrimination: The school district, employees represented by the Union, and union business representatives shall comply with requirements of all state and federal laws relating to nondiscrimination in employment on the basis of race, color, age, gender, religion, disability, national origin, or otherwise in matter of hiring, training, promotion, transfer, layoff, or discharge.

3.03. Responsibilities: The Union recognizes that the primary obligation of the School

District is to provide educational opportunity for the students of the school district. The School District retains the right to efficiently manage and conduct the operation of the school district within its legal limitations in accordance with the terms of this Agreement.

ARTICLE 4
UNION RIGHTS

4.01. Request for Dues Check-Off: Employees shall have the right to request and be allowed dues check-off for the Union, provided that dues check-off and the proceeds thereof shall not be allowed the Union if it has lost its right to dues check-off pursuant to 179A.19, Subd. 7 of the P.E.L.R.A. of 1971, as amended. Upon receipt of a properly executed dues deduction card by the employee involved, the School District will deduct from the employee's paycheck the dues that the employee has agreed to pay to the Union during the period provided in said authorization.

4.02. Fair Share Fee: All employees covered by this Agreement who are not members of the Union may be required by the Union to contribute a fair share fee. The School District, upon receipt of written certification from the Union designating the employees from whom a fair share fee shall be deducted and the amount of the fair share fee, shall deduct the fair share fee from those employees designated as not being members of the Union from the employee's paycheck.

4.03. Indemnification: The Union shall indemnify and hold the School District harmless against any and all claims, orders or judgments made against the School District in the administration of Sections 1 and 2 of this Article.

4.04. Remittance: The School District shall remit all monthly Union dues and fair share fees deducted in accordance with Sections 1 and 2 of this Article to the Union within seven calendar days of the pay day from which the deductions were made.

4.05 Union Stewards: The Union shall have the right to designate a necessary number of employees from the bargaining unit as Union Stewards. The Union shall notify the School District in writing of employees so designated and of changes in such designation.

ARTICLE 5
PROBATIONARY PERIOD/LONG-TERM SUBSTITUTES

5.01. Probation: All new employees shall be probationary for the first six (6) continuous months of employment. During the probationary period, the employee may be terminated at the sole discretion of the School District. In all other respects this Agreement shall apply to all employees unless specifically provided to the contrary.

5.02. Seniority: An employee who is continued on the payroll after completing the probationary period of employment shall be placed on the seniority lists as of the most recent date of employment.

5.03. In the event that the School District employs a long-term substitute for an Administrative Assistant or Specialist who is a member of the Appropriate Unit, and if that

substitute employee works a sufficient amount of time to otherwise qualify as a public employee and as a member of the Appropriate Unit, then the following provisions will apply:

- A. Notwithstanding any other provision to the contrary, including but not limited to Section 5.01, the substitute employee will be probationary for the duration of the substitute Administrative Assistant or Specialist duties. During the probationary period, the substitute employee may be disciplined or discharged at the sole discretion of the School District and without recourse to the grievance procedure.
- B. The substitute employee will not be entitled to any of the terms and conditions of employment as provided in the Master Agreement for regularly contracted members of the Appropriate Unit.
- C. At the end of the substitute employee's term of employment, if the District has a position which is open, then the substitute employee may choose to apply, but will be treated as any other person hired from outside the district. If the substitute employee is hired, then the date of regular employment will be used for seniority purposes subject to the successful completion of a probationary period of employment. Up to three calendar months of the substitute employment duties will count toward the six-month probationary period as provided in Section 5.01. The balance of the six-month probationary period provided in Section 5.01 must be served by the former substitute employee who has now been hired as a regular employee.
- D. Temporary position: A temporary, long term substitute position is a position designed to replace the absence of a regular Administrative Assistant or Specialist for more than 67 working days. Temporary, long term substitute Administrative Assistants or Specialists do not earn seniority and will be paid the step 1 rate of the regular position. Temporary long term substitute Administrative Assistants or Specialists who are subbing for an Administrative Assistants or Specialists on an unpaid leave of absence which is anticipated to last more than 120 working days will also be eligible for applicable holiday pay, insurance, sick leave, and personal leave. No other provisions of the contract will apply to temporary, long term substitute Administrative Assistants or Specialists do. If the employee becomes a regular employee, their seniority date shall be their original date of hire in the temporary position.

ARTICLE 6

GRIEVANCE PROCEDURES

6.01. Grievance Definition: A "grievance" shall be defined as an allegation by either of the parties to this Agreement or an employee resulting from a dispute as to the interpretation or application of this Agreement.

6.02. Representative: Either party to this Agreement may be represented during any step of the procedure by any person or agent designated by such party to act in their behalf.

6.03. Definitions and Interpretations:

- A. Extension: Time limits specified in this Article may be extended by mutual agreement between the Union and the School District.
- B. Days: Reference to days regarding time periods in this procedure shall refer to calendar days.
- C. Computation of Time: In computing any period of time prescribed or allowed by this Article, the date of the act, or default for which the designated period so computed shall be counted. The date of this act, event, default shall be that date upon which the grievant knew or should have known of the events or conditions on which it is based.
- D. 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.

6.04. Rules: The following rules apply to the Processing of all grievances:

- A. Time Limitation on Waiver:
 - 1. A grievance shall not be valid unless the grievance is submitted in writing to the Director of Business Services setting forth the facts of the grievance, the specific provisions of the Agreement allegedly violated, and the relief requested within 15 days from the date of the alleged grievance occurred. Failure to file within the 15-day period shall constitute a waiver of the grievance.
 - 2. Failure to appeal a grievance from one level to another within the time periods provided shall constitute a waiver of the grievance.
 - 3. The time periods indicated at each step of the grievance procedure shall be considered a maximum and every effort shall be made to expedite the grievance process.
 - 4. The time periods indicated at each step of the grievance procedure may be extended by mutual written consent.
 - 5. Failure of the School District to respond within the time periods indicated at each step of the grievance shall constitute a denial of the grievance and may be appealed to the next step.
- B. Lost Time: Any loss of time by the grieving employee(s) or representative to attend a Step 4 hearing shall not be compensated by the School District.
- C. Confidentiality: Both parties to this Agreement agree that the grievance procedure proceedings will be kept as confidential as possible.

6.05. Procedure: Grievances as defined in 6.01 of this Article shall be resolved in the following manner. The steps set forth must be followed in the order listed and within the time limits prescribed.

Step 1. The grievance shall be orally presented to the employee's supervisor within five days of its occurrence or within five days from the date the employee should have known of the alleged violation. No resolution of a grievance in Step 1 shall be in violation of the Agreement. If the grievance is unresolved in Step 1 it may be appealed to Step 2. A grievance to be appealed to Step 2 shall be reduced to writing stating the circumstances surrounding the grievance, the specific portions of the Agreement allegedly violated, and the relief requested within seven days of the employee's supervisor Step 1 verbal response to the grievance.

Step 2. Upon the proper appeal of a Step 1 grievance the Supervisor of Human Resources shall meet with the grieving employee and a Union Steward, within seven days of receiving the appeal, in an attempt to resolve the grievance. Within seven days of the meeting with the employee and the Union Steward, the Supervisor of Human Resources shall respond in writing stating the School District's Step 2 position concerning the grievance. If the grievance remains unresolved, it may be appealed to Step 3. A grievance to be appealed to Step 3 must be appealed in writing within seven days of the Supervisor of Human Resources' Step 2 response.

Step 3. Upon the proper appeal of a Step 2 grievance the Director of Business Services shall meet with the employee and the Union Business Representative, within seven days of receiving the appeal, in an attempt to resolve the grievance. Within seven days of the meeting with the employee and the Union Business Representative, the Director of Business Services shall respond in writing stating the School District's Step 3 position concerning the grievance. If the grievance remains unresolved it may be appealed to arbitration. A grievance to be appealed to arbitration must be appealed in writing within seven days of the Director of Business Services' Step 3 response.

6.06. Arbitration: Upon proper appeal, a Step 3 grievance shall be submitted to arbitration in accordance with the following provisions:

- A. The appeal of a grievance to arbitration must be made in writing within seven days of the Director of Business Services' Step 3 response.
- B. Prior Procedure Required: No grievance shall be appealed to arbitration which has not been first duly processed in accordance with the grievance procedure, unless mutually agreed upon by the School District and the Union to waive an intervening step or steps.
- C. Selection of Arbitrator: Upon the proper submission of a grievance under the terms of this procedure, the parties shall, within ten days after the written request to arbitrate, attempt to agree on the selection of an arbitrator. If no agreement on an arbitrator is reached, either party may request the

Bureau of Mediation Services to submit a list of arbitrators, providing such request is made within 20 days after the request for arbitration. The failure to request a list of arbitrators from the Bureau of Mediation Services within the 20-day time period shall constitute a waiver of the grievance.

- D. Hearing: The grievance shall be heard by the selected arbitrator and both parties may be represented by such person or persons as they may choose and designate. The parties shall have the right to a hearing at which time they will have the opportunity to submit evidence, offer testimony, and make oral or written argument relating to the issue or issues before the arbitrator.
- E. Decision: The decision by the arbitrator shall be rendered in writing within 30 days after the close of the hearing. In cases properly before the arbitrator, the decision shall be final and binding on the School District, Union, and the employees, subject however, to the provisions of the P.E.L.R.A. of 1971, as amended.
- F. Expenses: Each party shall bear its own expenses in connection with arbitration including expenses relating to its representative, witnesses and any other expenses which the party incurs in connection with presenting its case in arbitration. A transcript or recording shall be made of the hearing at the request of either party. The parties shall share equally fees and expenses of the arbitrator, the cost of the transcript or recording if requested by both parties, and any other expenses that the parties mutually agree are necessary for the conduct of the arbitration.
- G. Jurisdiction: The arbitrator shall have jurisdiction over disputes or disagreements relating to grievances properly before the arbitrator pursuant to the terms of this procedure, subject to the terms of P.E.L.R.A. of 1971, as amended. The arbitrator shall be without authority to add to, delete, or modify this Agreement any way. The decision of the arbitrator shall be confined to the written grievance and shall be subject to the terms of this Agreement.

ARTICLE 7

DISCIPLINE AND DISCHARGE

7.01. Discipline Statement: An employee failing to meet performance expectations or policies of the district will be given a written notice of deficiencies and a reasonable period of time to make corrections before disciplinary action or termination procedures are initiated.

7.02. It is hereby agreed that the School District has the right to discharge for sufficient and reasonable cause. The School District agrees to advise the Union of any such discharge and the reasons therefore prior to such action.

ARTICLE 8
HOURS OF WORK

8.01. Normal Work Week: The normal work week for full-time employees shall be five consecutive normal work days, Monday through Friday.

8.02. Normal Work Day:

- A. The normal work day for full-time employees shall be eight hours, exclusive of a one-half (1/2) hour unpaid lunch period.
- B. Employees may, with the approval of their supervisor, arrange a flexible work schedule during the summer. Management retains the right to arrange schedules so that departments have clerical coverage during normal office hours.
- C. A 15-minute mid-morning and mid-afternoon work break will be provided, to be taken at a time approved by the employee's supervisor.
- D. Employees may leave the School District premises during the half-hour unpaid lunch period.

8.03. Less than Twelve-Month Work Year: The normal work year for employees identified as less than twelve-month employees shall be established by the School Board. Less than twelve-month employees who are scheduled to commence work prior to or after the start of the school year will be notified in writing at least 14 calendar days prior to the date they are scheduled to report for work.

8.04. Overtime: All work performed in excess of eight hours per normal work day or 40 hours per normal work week (must be pre-approved by the Administrative Assistant's or Specialist's supervisor). Such work shall be compensated, at the choice of the employee, either in compensatory time at the rate of 1½ times the hours worked in excess of eight hours, or at 1½ times the employee's hourly rate for hours worked in excess of eight hours at the hourly rate. All work directed to be performed on Sunday by the employee's supervisor in the Administrative Assistant's or Specialist's regular position at her regular building location will be compensated, at the choice of the employee, either in compensatory time at the rate of 2 (two) times the hours worked to a maximum of 16 hours of compensatory time, or at 2 (two) times the employee's hourly rate for hours worked to a maximum of 16 hours of compensation.

8.05. Call Backs: Employees, who have completed their normal work day or normal work week and are recalled for work, shall receive a minimum of two hours pay at the applicable overtime rate. This shall not apply to overtime work which may be performed immediately at the conclusion of the regular shift, but it shall apply when the employer requires the employee to return to work at hours not immediately following the normal work day.

ARTICLE 9
PAY GRADES AND JOB POSITIONS

9.01. Job Positions: All office and clerical employees, as defined in the appropriate unit, will be identified with the positions established by Section 9.02.

9.02. Pay Grades: For the purpose of salary determination the job position of office and clerical employees will be identified by pay grade in accordance with the following:

Pay Grade III

Administrative Assistant 3 – High School Associate Principal
Administrative Assistant 3 – High School Guidance
Administrative Assistant 3 – High School Office
Administrative Assistant 3 – Middle School Associate Principal/Counselor
Administrative Assistant 3 – High School I.M.C.
Administrative Assistant 3 – Community Education Department/School Age Care
Administrative Assistant 3 – District Production Center

Pay Grade IV

Administrative Assistant 4 – High School Principal
Administrative Assistant 4 – Middle School Principal
Administrative Assistant 4 – Elementary School Principal
Administrative Assistant 4 – High School Registrar
Administrative Assistant 4 – Community Education Director
Administrative Assistant 4 – Transportation
Administrative Assistant 4 – Food Service
Administrative Assistant 4 – Activity Director
Administrative Assistant 4 – Early Childhood/Family Education/Early Learning
Administrative Assistant 4 – Human Resources/Superintendent's Office

Specialist Positions

Budget Specialist
Purchasing/Accounts Payable Specialist
Curriculum Specialist
Special Programs Specialist

ARTICLE 10
COMPENSATION

10.01. Salary Schedules:

2019-2020: 2% increase to the salary schedule (retro to July 1, 2019)

2020-2021: 2% increase to the salary schedule

July 1, 2019 – June 30, 2020

July 1, 2020 – June 30, 2021

Administrative Assistant III

(Step 1) \$21.45

(Step 2) \$23.11

Administrative Assistant III

(Step 1) \$21.88

(Step 2) \$23.57

Administrative Assistant IV

(Step 1) \$21.60

(Step 2) \$23.31

Administrative Assistant IV

(Step 1) \$22.03

(Step 2) \$23.77

Specialist

(Step 1) \$22.68

(Step 2) \$24.47

Specialist

(Step 1) \$23.13

(Step 2) \$24.95

10.02. New Employee Salary Schedule Placement: Newly-employed personnel shall normally be placed on Step 1 of the Salary Schedule. However, the School District has the sole discretion and may start a new employee in the unit at step 2 of the salary schedule if that employee has been employed by ISD 197 in the past or has other relevant experience. The district decision to start a new employee at either step 1 or step 2 of the salary schedule is not subject to the grievance procedure.

10.03. Salary Schedule Advancement: Employees shall move one step on the salary schedule each July 1 until they reach the top step of the schedule.

10.04. Paydays: Paydays shall be based on a fiscal year (July 1-June 30), 26-pay period system.

10.05. Longevity: In recognition of continuous years of employment employees will receive a longevity payment, in addition to the monthly salary of Step 2 of the Salary Schedule in accordance with the following:

A. Effective July 1, 2019

1. Full-time employees compensated in accordance with Step 2 of the 2019-2021 Salary Schedule who have been employed for ten (10) consecutive years prior to their anniversary date of employment (a seniority date prior to July 1, 2009) shall receive an additional one dollar and zero cents (\$1.00) per hour in addition to their Step 2 salary.
2. Full-time employees compensated in accordance with Step 2 of the 2019-2021 Salary Schedule who have been employed for fifteen (15) continuous years prior to their anniversary date of employment (a seniority

date prior to July 1, 2004) shall receive an additional one dollar and twenty-five cents (\$1.25) per hour in addition to their Step 2 salary.

3. Full-time employees compensated in accordance with Step 2 of the 2019-2021 salary schedule who have been employed for twenty (20) consecutive years prior to their anniversary date of employment (a seniority date prior to July 1, 1999), shall receive an additional one dollar and fifty cents (\$1.50) per hour in addition to their Step 2 Salary.
4. Part-time employees shall receive a pro-rated longevity payment.

10.06. Work in Higher Pay Grade: Employees who are assigned to perform the major duties of a position assigned to a higher pay grade for a period of more than eight consecutive working hours shall be paid at the rate of pay of the higher paid position which corresponds to their existing pay grade for all hours assigned to the higher paid position.

ARTICLE 11 **VACATIONS**

11.01. Vacation Schedule: All eligible employees shall receive paid vacations according to the following schedule:

After 1 year of service	12 days
After 5 years of service	15 days
After 10 years of service	20 days
After 15 years of service	25 days

11.02. Earning of Vacation: Vacations shall be earned during each 12-month period from July 1 through June 30 and are cumulative according to School District policy. Effective after full ratification of this contract, once an employee has passed his/her probation period, vacation will be credited to the employee's balance each month after it is earned. On June 30 of each year, an Administrative Assistant or Specialist can have no more than 20 days in his/her vacation leave balance; excess days on June 30 will be forfeited.

For the purposes of determining the months of service on the above schedule for pro-rata vacation on initial employment, personnel whose first day of service is on or before the 15th of any month, will be considered as employed for the entire month. Personnel whose first day of service is on or after the 16th of any month, will be considered employed as of the month following employment.

- A. For purposes of determining the months of service on the above schedule for pro-rata vacation on termination, personnel whose last day of service is on or after the 16th of any month will be considered as employed for the entire month. Personnel, whose last day of service is on or before the 15th of any month, will be considered as employed through the end of the month prior to termination.
- B. For the purpose of determining years of service for additional weeks of

vacation as established by 11.01, vacation will be credited as of seniority date.

11.03. Selection of Vacation: Vacation time must be preapproved by the Administrative Assistant's or Specialist's supervisor. If scheduling conflicts arise between bargaining unit members who turn in their requests for vacation at the same time for the same time off, seniority is to apply in the choice of vacation periods.

11.04. Probationary Period: Vacation shall not be granted during an employee's probationary period.

11.05. Twelve-Month Employment: Employees who change to 12-month employment from less than twelve-month employment shall be given credit, for the purpose of receiving paid vacation, for previous less than twelve-month employment. Previous employment shall be converted based on 12 months of employment equaling one year.

11.06. Vacation Eligibility: Personnel must be employed a minimum of 20 hours per week and 49 weeks per work year to be eligible for paid vacations established by this Article.

ARTICLE 12 HOLIDAYS

12.01. All eligible 12-month employees shall receive the following paid holidays when such days fall within the term of their employment:

Independence Day	New Year's Eve Day
Labor Day	New Year's Day
Thanksgiving and the following Friday	MLK Jr. Day
Christmas Eve Day	Memorial Day
Christmas Day	

12.02. All eligible ten-month employees shall receive the following paid holidays when such days fall within the term of their employment:

Labor Day	New Year's Eve Day
Thanksgiving and the following Friday	New Year's Day
Christmas Eve Day	Presidents' Day
Christmas Day	Memorial Day

12.03. However, eligible employees who work between 48 and 51 weeks per year shall receive the following paid holidays when such days fall within the term of their employment:

Labor Day
Thanksgiving and the following Friday
Christmas Eve Day
Christmas Day
Memorial Day

New Year's Eve Day
New Year's Day
Presidents' Day
MLK Jr. Day

12.04. When a holiday falls on Saturday or Sunday, another day will be observed as the holiday date.

12.05. In the event that any of the above enumerated holidays fall on a regular work day, Monday through Friday, the employees are not required to work, the holiday shall be considered as a day worked for the purpose of computing overtime.

12.06. In the event any of the above named holidays fall within a vacation period of an employee, the day shall not be charged as vacation.

12.07. In the event that school is in session on any of the enumerated holidays, employees may be required to work and an alternate day granted consistent with the school calendar.

12.08. Personnel must be employed a minimum of 20 hours per week and 760 hours per year to be eligible for paid holidays established by this Article.

ARTICLE 13 **JOB POSTING**

13.01. When an open position that is covered by this Agreement becomes vacant, or a new position that will be covered by this Agreement becomes open, the vacancy will be posted internally for bidding. All employees covered by this Agreement are eligible to bid. The posting shall contain an adequate description of the job duties, the rate of pay and shall be posted internally for five (5) days and as described in 13.03. The School District shall interview all qualified internal candidates prior to any external posting. The School District shall consider all qualified internal candidates and if none are selected a written reason shall be provided to the employees who were not selected.

13.02. A written notice of the name of the person to whom the position was awarded shall be provided to the designated union representative via email within 14 calendar days after the position has been awarded.

13.03. Copies of all postings shall be sent to the designated union representative via email.

ARTICLE 14 **NEW POSITIONS**

14.01. In the event the School District creates a new job position within the appropriate unit that is not covered by the present classification structure in the Agreement, prior to establishing the position, the School District shall indicate to the Union the classification and wage structure of the position.

14.02. All positions shall be bid in accordance with Article 13 and all employees covered by this Agreement shall be eligible to bid on such positions.

ARTICLE 15
SENIORITY

15.01. Seniority shall mean length of continuous service with the School District as an office-clerical employee except as provided in Section A.

- A. Employees in a job position on June 30, 1976, which was determined to be confidential by the Bureau of Mediation Services, Case No. 73-PR-154-A, shall have their seniority frozen as of the date of assignment to a confidential job position. Employees determined by the Bureau of Mediation Services as confidential shall have their seniority frozen as of August 2, 1972. In the event such a confidential employee returns to a job position within the bargaining unit all frozen seniority shall be reinstated and the employee shall again accrue seniority based on the provisions of this Article.
- B. Effective July 1, 1976, employees leaving a job position within the bargaining unit to accept a confidential position shall lose all seniority following six months of employment in the confidential job position. An employee shall have the right to return to the employee's previously held job position within the first six months of employment without loss of seniority.
 - 1. Vacation accrual (Article 11, Section 11.01), however, shall be earned based on length of continuous employment with the School District.

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

- A. Voluntary resignation.
- B. Discharge for just cause.
- C. Failure to return to work within five working days after being recalled by certified mail, return receipt requested, unless due to actual illness or accident. (The School District may require substantiating proof of illness or accident.)
- D. Layoff for a continuous period of more than two years.

15.03. It is the intention of the School District to fill job vacancies from within the bargaining unit before hiring new employees, providing employees within the bargaining unit are available with the necessary qualifications to fill the position, as determined by the School District.

15.04. In cases of promotion the seniority of the employee shall be one factor for consideration in hiring, but it will not be the only factor nor will it be the most important factor under consideration.

- A. Employees who are promoted to a position in a higher pay grade shall be placed on the same pay step in the new pay grade as in the former pay grade.
- B. Employees so promoted shall serve a probationary period of up to two months. In the event the employee does not successfully pass the probationary period the employee shall be returned to their former position and pay, without any loss of seniority.

15.05. An employee may apply for a transfer to a different position within the same grade. Approval or denial of such a transfer request will be made at the sole discretion of the School District based on the qualifications and skills required for such position. Any employee so transferred shall receive the same salary as in their former position.

15.06. If a reduction of the work force (job elimination or reduction in hours) is necessary due to economic or other reasons, the employee in the affected position with the least amount of seniority within the affected job position will be the first laid off, but may be placed in another position using the following process provided such employee has the necessary seniority and has and can demonstrate qualifications to satisfactorily perform the position. For purposes of this Article, full time refers to an employee who works 40 hours per week and part time refers to an employee who works less than 40 hours per week without regard to the exact number of part time hours. Twelve month refers to an employee who works 52 weeks per year and less than twelve months refers to an employee who works less than 52 weeks per year without regard to the exact number of weeks worked.

- A. The displaced employee will be placed in a vacant position within the same pay grade, the same full or part time status, and the same 12 or less than 12 month status without regard to the exact number of weeks worked if less than 12 months.
- B. A 12 month employee has the option to bypass a less than 12 month vacant position if a 12 month assignment using the bumping process described below is available based on qualifications and seniority. If not, the employee has the option to remain on layoff status until the next 12 month position for which the employee is qualified is available for a maximum of two years.

A less than 12 month employee has the option to bypass a 12 month vacant position if a less than 12 month assignment is available using the bumping process described below based on qualifications and seniority. If not, the employee has the option to remain on layoff status until the next less than 12 month position for which the employee is qualified is available for a maximum of two years.

- C. Qualified employees will be placed in a vacant position, rather than implementing the bumping process; although the following general procedure will be used under either process.

Full time placement in a vacancy (first) or bumping process (second) which will offer a position most similar to the status of position that the employee had based on qualifications and seniority:

1. Place in the least senior full time position in same pay grade. If none, then:
2. Offer the least senior part time position in same pay grade. If none, or employee declines, then:
3. Offer the least senior full time position in next lower pay grade. If none, then:
4. Offer the least senior part time position in next lower pay grade. If none, then:
5. Repeat 3 and 4 for lower pay grade(s). If none, then place on layoff status.

The employee may alternatively opt for layoff for a maximum of two years in lieu of accepting offers in numbers 2, 3, 4 or 5 above.

If an employee, who has two part time positions that when combined equal full time, and is bumped or laid off from one or both positions, the employee may use numbers 2 through 5 in the process above to be offered a full time position in the lowest pay grade position previously held.

Part time placement in a vacancy (first) or bumping process (second) which will offer a position most similar to the status of position that the employee had based on qualifications and seniority:

1. Place in the least senior part time position in same pay grade. If none, then:
2. Offer the least senior part time position in next lower pay grade. If none, then:
3. Offer the least senior part time position in next lower pay grade. If none, then:
4. Offer the least senior part time position in next lower pay grade. If none, then place on layoff status.

The employee may alternatively opt for layoff for a maximum of two years in lieu of accepting offers in numbers 2, 3 or 4 above.

If a part time employee is being laid off or bumped from a position that is at least 30 hours per week, the part time employee may be placed in a full time position using the process described above.

The process listed above will continue until all affected employees have been placed in an appropriate position, are placed on layoff status, or are terminated after declining a position in the same grade, same 12 or less than 12 month status, and same full time or less than full time status.

15.07. In the event of a demotion as a result of bump back or other circumstances, such as bidding downward, an employee so demoted shall be placed on the same pay step in the lower pay grade as in the former pay grade.

15.08. Notice of such lay-offs shall be given at least 14 calendar days before the scheduled lay-off, except in cases of emergency, where the length of time shall be reduced

to seven calendar days.

15.09. An employee laid off shall be placed on the recall list for a period of two years.

15.10. The School District, upon rehiring, shall do so in inverse order of lay-off, provided that such employee has the qualifications for the position, as determined by the School District. Under no circumstances shall the School District hire from the open market while employees on the recall list are qualified to perform the duties of a vacant position and are ready, willing and able to return to work.

15.11. An employee recalled shall be compensated in accordance with the current Salary Schedule and their pay step at the time of lay-off.

15.12. Any notice of reemployment to an employee who has been laid off shall be made by certified mail, return receipt requested, to the last known address of such laid off employee. Response to this notice shall be made to the School District within seven calendar days after the date of receipt of such notice.

15.13. A master seniority list shall be furnished to the Union and the Union Stewards and shall be corrected each six months to show new employees and terminated employees.

ARTICLE 16 **GROUP INSURANCE**

16.01. Selection of Carrier: The selection of the insurance carrier and policy shall be made by the School District.

16.02. Health and Hospitalization and Dental Insurance:

Subd. 1. Effective upon full ratification of this contract:

Health and hospitalization and dental insurance benefits will be based on language contained in the Master Agreement by and between Independent School District 197 and the West St. Paul Federation of Teachers Local 1148, Article 8, Sections 6 and 7.

16.03. Life Insurance: The School District shall contribute the sum of \$122.40 per year or the total premium cost, whichever is lower, toward the premium cost of \$50,000 of life insurance from the date of ratification for each employee employed by the School District who qualifies for and is enrolled in the School District group life insurance plan. Any additional cost of the premium shall be borne by the employee and paid by payroll deduction.

16.04. Long Term Disability: The School District shall contribute a sum equal to .007 times the salary per year or the total premium cost, whichever is lower, toward the premium cost for long term disability coverage for each employee employed by the School District who qualifies for and is enrolled in the School District long term disability plan. Any additional cost of the premium shall be borne by the employee and paid by payroll deduction.

16.05. Insurance Anniversary Dates: It is understood by both parties that the anniversary date for group insurance policies is July 1 of each year or as determined by the School District and the insurance carriers on which date changes in coverage and rates will become effective.

16.06. Insurance Eligibility: Personnel must be employed a minimum of 20 hours per week and 760 hours per year to be eligible to participate in any of the group insurance programs established by this Article. The School District contribution will be determined by the percentage of the 1,520 hours worked per year by the employee.

16.07. Duration of Insurance Contribution: An employee is eligible for School District contributions as provided in this Article as long as the employee is employed by the School District. Upon termination of employment all School District contributions shall cease, effective on the last working day. New employees during the year will be subject to pro-ration of the amounts cited in this Article. An employee who meets the age and service requirements necessary to receive an annuity from PERA may continue his/her health and dental insurance through the district in accordance with MN Statute number 471.61. In addition, such retiree may continue his/her life insurance coverage under the group plan by paying the full premium until the retiree is eligible for Medicare.

16.08. Insurance Benefit Changes: Changes in the benefit level or coverage of the group insurance plans established by this Article shall become effective as of the date the change or coverage or benefit is approved by the insurance carrier.

ARTICLE 17 **PAID ABSENCES**

17.01 Sick Leave:

- A. All eligible less than twelve-month employees shall earn sick leave at the rate of 12 days for each year of service in the employ of the School District. All eligible 12-month employees shall earn sick leave at the rate of 15 days for each year of service in the employ of the School District. New hires and terminations during the school year will be subject to a proration of the sick leave cited in this Article.
- B. Sick leave with pay shall be allowed by the School District whenever an employee's absence is due to illness or accident which prevented the employee's attendance and performance of duties on that day or days.
 - 1. Absence due to a serious illness of an employee's spouse, parent, foster parent, spouse's parent, or grandchild shall be allowed and charged to sick leave. Sick leave for family members limited to 30 days annually.
 - 2. An employee may use sick leave due to the illness of a child for a reasonable period as necessary for the employee to care for a child on the same terms that the employee is able to use sick leave benefits for the employee's own illness.

- C. The School District may require an employee to furnish a medical certificate from the school health officer or from a qualified physician as to evidence of illness, indicating such absence was due to illness, in order to qualify for sick leave pay. In the event that a medical certificate will be required, the employee will be so advised. However, the final determination as to the eligibility of an employee for sick leave is reserved to the School District.
- D. Sick leave allowed shall be deducted from the accumulated sick leave days earned by the employee.
- E. Sick leave pay shall be approved only upon submission of a signed request upon the authorized sick leave pay request form available at the office.
- F. Sick Leave Severance:

Employees hired prior to October 1, 2006 who have not irrevocably elected the TSA match in lieu of severance and who are at least 55 years of age and have at least 15 years of service in the Administrative Assistant or Specialist unit, excluding unpaid leaves of absence of 90 days or more, shall be eligible for a sick leave severance/retirement payment, pursuant to the following provisions, upon submission of a written retirement letter accepted by the School Board. Retirement payment will not be made to any Administrative Assistant or Specialist employee discharged for cause.

 1. Basis of Sick Leave Severance/Retirement Payment: Upon retirement, the amount of payment shall be 50% of unused sick leave to a maximum of 60 days.
 2. Daily salary rate: The daily salary rate shall be determined by taking the Administrative Assistant's or Specialist's hourly salary, plus any applicable hourly longevity payment, and multiplying it by the average number of hours per day the Administrative Assistant or Specialist worked in the last full school year prior to retirement.
 3. Payment: Upon retirement, the Administrative Assistant or Specialist shall receive payment in one installment within 60 days of the date of retirement. If the Administrative Assistant or Specialist dies after the effective date of the retirement but before the total severance payment has been made, the balance due will be paid to the estate of the deceased.
 4. Limits: No more than four (4) sick leave severance/retirement payments will be made in any one fiscal year. If more than four (4) Administrative Assistants or Specialists are eligible for payment, a waiting list will be established and Administrative Assistants or Specialists will be paid in the following fiscal year(s) based on the earliest dates of submission of the retirement letter.

17.02. Worker's Compensation:

- A. Upon the request of an employee who is absent from work as a result of a compensable injury under the provisions of the Worker's Compensation Act, the School District will pay the difference between the compensation received pursuant to the Worker's Compensation Act by the employee and the employee's regular rate of pay to the extent of the employee's earned accrual of sick leave and/or vacation pay.
- B. A deduction shall be made from the employee's accumulated vacation or sick leave according to the pro-rata portions of days of sick leave or vacation that is used to supplement the Worker's Compensation benefit.
- C. Such payment shall be paid by the School District to the employee only during the period of disability.
- D. In no event shall the additional compensation paid to the employee by virtue of sick leave or vacation pay result in the payment of a total daily, weekly or monthly compensation that exceeds the normal compensation of the employee.
- E. An employee who is absent from work as a result of an injury compensable under the Worker's Compensation Act who elects to receive sick leave or vacation pay pursuant to this policy shall submit evidence of the amount of the benefit to be received to the School District, prior to receiving payment for such absence.

17.03. Funeral Leave: Up to nine days per year will be allowed for use as funeral leave upon notification to the School District. Funeral leave days are paid days.

- A. Funeral leave absence shall not be deducted from accumulated sick leave or vacation leave and is not cumulative.

17.04. Personal Leave: A less than twelve-month Administrative Assistant or Specialist may elect to take three prearranged days each year for personal leave for any reason, and a 12-month Administrative Assistant or Specialist may elect to take two prearranged days each year for personal leave for any reason, subject to the approval of the employee's immediate supervisor. Administrative Assistants or Specialists that begin the year after the normal start date of the position, terminate/resign prior to the normal end date of the position or are on an unpaid status of more than 30 calendar days during the year will receive pro-rata days with the exception that Administrative Assistants or Specialists who retire (as defined in Section 17.01 F of this Article) prior to the normal end date of their position will not have their personal leave days pro-rated for that year. Personal days taken will not be for payment at retirement as defined in Section 17.01, F. In any one fiscal year with advance approval by the immediate supervisor and Superintendent, a 10 month Administrative Assistant or Specialist may use an additional banked days in lieu of receiving payment at retirement for those days.

17.05. Jury Duty: An eligible employee called for jury duty will be reimbursed for the difference between the amount paid for such services and their straight time hourly rate

for regular scheduled hours of work during the period of service. Employees will turn in their jury duty salary payments to the School District in return for their full paycheck. Employees will report for their regular duties when temporarily excused from attendance at court. Such employees shall not suffer any loss of seniority during such absences.

17.06. Paid Absence Eligibility: Personnel must be employed a minimum of 20 hours per week and 760 hours per year to be eligible for paid absences established by this Article.

ARTICLE 18 **RETIREMENT AND TERMINATION**

18.01. Retirement Contributions: The School District shall make such contributions to the Public Employee Retirement Association and to the federal social security program as may be required by law.

18.02. Notice of Termination: Employees terminating their employment shall give 14 calendar days' notice.

18.03. Tax Deferred Matching Contribution Plan:

- A. Purpose. Administrative Assistants or Specialists hired after October 1, 2006 and Administrative Assistants or Specialists hired prior to October 1, 2006 who irrevocably elect the TSA match in lieu of any severance payment by December 31, 2006, will be eligible to participate in a tax-sheltered annuity plan match through payroll deduction pursuant to Section 403(b) of the Internal Revenue Code of 1986, Minn. Stat. 123B.02, Subd. 15 and School District policy. Effective July 1, 2007, an annual School District contribution shall be payable to an eligible employee's tax deferred matching contribution plan (hereinafter referred to as "Matching Plan"), subject to the following provisions.
- B. Legal Authority. Such plan shall be approved and subject to applicable provisions of Minnesota Statutes and IRS Code Section 403(b) or IRS Code Section 457, and any amendments thereto.
- C. Authorization. The School District contribution is not payable unless the employee authorizes a matching salary reduction by July 1 in the amount that the employee is eligible to receive in Section 7 for the same period. The match will be pro-rated over the year and will begin the first payroll period of the new fiscal year.
- D. Eligibility. Administrative Assistants or Specialists hired after October 1, 2006 and Administrative Assistants or Specialists hired prior to October 1, 2006 who irrevocably elect the TSA match in lieu of any severance payment by December 31, 2006, may be eligible if they also meet the following criteria: They must be employed at least four (4) or more hours per day in the Administrative Assistant and Specialist unit for one (1) complete, continuous fiscal year or more. Payments to the plan will begin effective the first payroll period of the new fiscal year that follows

completion of the one year of service in the unit.

- E. Vendors. The School District contribution and matching employ contribution will be made to a company of the employee's choice from the ISD 197 list of eligible tax shelter companies, subject to Section 2 of this Article. It shall be the responsibility of the employee to make all arrangements required by the vendor to insure that proper payment is made by the School District.
- F. Participation. Participation in the plan shall be voluntary.
- G. School District Contribution. For the 2019-2021 school years, the amount of the school district match contribution shall be \$1,000 for full time 12 month employees and \$850.00 per year for full time less than 12 month employees. Part time employees will receive pro-rata contributions. If an employee begins employment after the regular school year start date for the position or resigns employment mid-year, the contribution will be pro-rated.
- H. Claims against the School District. The parties agree that any description of benefits contained in this Agreement is intended to be informational only and the management of the contributed funds is the responsibility of the company selected by the employee. It is further understood that the district's only obligation is to make contributions as specified in this Agreement and that no other claim shall be made against the district pursuant to this program.

ARTICLE 19

UNPAID LEAVE OF ABSENCE

19.01. Upon written request to the School District, an unpaid leave of absence, not to exceed one year, may be granted by the School District. The School District's written permission shall specify the dates of departure and return. The Union shall be supplied copies of the request and permission. The employee's seniority up to the date of departure shall be maintained but there shall be no accrual of seniority during said leave.

19.02. An employee on unpaid leave of 30 days or less shall return to their former position. If the leave extends beyond 30 days they shall return to their former position or to a position of like classification and pay.

19.03. An employee on an approved leave of absence which is covered under the Family and Medical Leave Act may participate for a period not to exceed 12 weeks in the group insurance coverage provided in this agreement under the same conditions as if the employee had continued in continuous employment during the duration of the leave. If the approved leave continues beyond 12 weeks, an employee may participate in the group insurance programs established by Article 16, for which the employee is eligible, by paying 100% of the premium cost in advance each month. Participation in the group insurance coverage will terminate no later than as of the expiration of the approved unpaid leave of absence.

19.04. Leave of Absence for Disability.

- A. Duration. Employees who incur a disabling injury or illness, which prevents them from performing their job duties and responsibilities, will be granted a leave of absence for disability without pay for up to 12 months from the date of expiration of sick leave or from the date of income protection benefit eligibility, whichever comes first.
- B. Extension of Leave. A leave of absence for disability will not be extended beyond 12 months unless there is positive evidence supported by medical opinion that the employee will be able to return to full-time active employment within a reasonable period of time.
- C. Insurance Participation. An employee on leave of absence for disability may participate in the group insurance coverage provided in this Agreement for which the employee is qualified by paying 100% of the premium cost in advance each month.
- D. Termination. At the expiration of the 12-month leave of absence for disability, the employee's employment will be terminated if the disability still exists and the leave has not been extended.

ARTICLE 20
PARENTING LEAVE

20.01: Upon request, an employee will be granted up to three (3) months of unpaid parenting leave in connection with the birth of a child. This leave is in addition to any leave the employee takes under the Family Medical Leave Act (FMLA). In order to take parenting leave, an employee must notify the District at least fourteen (14) calendar days before the parenting leave begins. An employee who takes parenting leave under this provision is required to pay the full cost of the premium for all applicable forms of insurance before the start of each month covered by the parenting leave.

20.02: Any replacement employee assigned or hired to perform the duties of the employee on parenting leave will be regarded as temporary during the period when the employee is on parenting leave and may return to work without loss of seniority. When the regular employee returns from parenting leave, the replacement employee may be terminated or returned to the employee's former position at the rate of pay established for that classification, including the domino effect upon other temporary employees necessary reassigned to accommodate the parenting leave.

ARTICLE 21
MISCELLANEOUS

21.01. Mileage: Employees who are authorized to use their own automobile while on official school business will be reimbursed at the rate established by School District policy.

21.02. Written Notice: All orders or notices to an employee under this Agreement,

involving a permanent change in assignment, promotion, or lay-off, and leaves of absences shall be given in writing, which may occur via District email with a copy of same to the Union.

21.03. Tax Sheltered Annuity: The School District will continue to make available to employees the Tax Sheltered Annuity Program.

21.04. Credit Union: Employees requesting payroll deduction for a credit union shall complete a request form provided by the School District. The request form shall show the amount of the authorized deduction and shall be signed by the employee making the request.

21.05. National Teamster D.R.I.V.E.: Upon receipt of a properly executed voluntary authorization card from an employee, the District will deduct from the employee's salary such amounts as the employee authorizes to pay National Teamsters D.R.I.V.E. (Democratic/Republican/Independent Voter Education).

ARTICLE 22 **DURATION**

22.01. Term and Reopening Negotiations: This Agreement shall remain in full force and effect for a period commencing on July 1, 2019 unless provided otherwise herein, through June 30, 2021, and thereafter pursuant to the P.E.L.R.A. of 1971, as amended. If either party desires to terminate or amend this Agreement at its expiration, it shall give written notice of such intent no later than May 1, 2021. Unless otherwise mutually agreed, the parties shall not commence negotiations more than 90 calendar days prior to the expiration of this Agreement.

22.02. Effect: This Agreement constitutes the full and complete Agreement between the School District and the Union as the exclusive representative of the employees. The provisions herein relating to the terms and conditions of employment supersedes any and all prior Agreements, resolutions, practices, school district policies, rules or regulations concerning the terms and conditions of employment inconsistent with these provisions.

22.03. Finality: Any matters relating to the terms and conditions of employment, whether or not referred to in this Agreement, shall not be open for negotiation during the term of this Agreement.

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

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

FOR: Minnesota Teamsters Public and
Law Enforcement Employees' Union,
Local 320

FOR: Independent School District
No. 197, Mendota Heights, Minnesota

Business Agent

Chair, School Board

Steward

Clerk, School Board

Steward

Steward

Dated: _____, 2020.

Dated: _____, 2020.