



Eastern Carver County Schools  
Exceptional, personalized learning



Master Agreement  
Minnesota School Employees Association  
Professional Support Services Personnel  
and  
Independent School District 112  
July 1, 2020 through June 30, 2022

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**ARTICLE I  
PURPOSE**

**Section 1. Parties:** This Agreement is entered into between the Independent School District 112, Chaska, Minnesota (hereinafter referred to as the School District or District), and the Minnesota School Employees Association, (hereinafter referred to as the "Association"), pursuant to and in compliance with the Minnesota Public Employment Labor Relations Act of 1971, as amended, (hereinafter referred to as P.E.L.R.A.), to provide the terms and conditions of employment during the duration of the Agreement.

**ARTICLE II  
RECOGNITION OF EXCLUSIVE REPRESENTATIVE**

**Section 1. Recognition:** In accordance with P.E.L.R.A., the School District recognizes the Minnesota School Employees Association as the exclusive representative for all employees of Independent School District No. 112, Chaska, Minnesota, whose employment service exceeds the lesser of fourteen (14) hours per week or thirty-five (35) percent of the normal work week and more than sixty-seven (67) days per year, who are included in APPENDIX A of this Master Agreement, which exclusive representative shall have those rights and duties as prescribed by P.E.L.R.A. and as described in the provisions of this Agreement.

**Section 2. Appropriate Unit:** The exclusive representative shall represent all such employees of the District contained in the appropriate unit as defined in ARTICLE III, Section 2 of this Agreement and the P.E.L.R.A., and in certification by the Commissioner of Mediation services, Case No. 81-PR-946-A.

**ARTICLE III  
DEFINITIONS**

**Section 1. "Terms and Conditions of Employment":** Terms and conditions of employment means the hours of employment, the compensation therefore, including fringe benefits, except retirement contributions or benefits, and the District's personnel policies affecting the working conditions of the employees.

**Section 2. Description of Appropriate Unit:** For purposes of this Agreement, the appropriate unit shall mean all employees of Independent School District No. 112, Chaska, Minnesota, as described in Section 1 of Article II.

**Section 3. Definition:** Any reference in this Agreement to the School Board, board, school district, or district shall mean the School Board or its officials designated to act on its behalf.

**Section 4. P.E.L.R.A.:** P.E.L.R.A. shall mean the Public Employment Labor Relations Act of 1971, as amended.

**Section 5. Other Terms:** Other terms not specifically defined here shall have the meaning given them under the P.E.L.R.A. (Public Employees Labor Relations Act).

**Section 6. Anniversary Date:** As of July 1, 2002, employees hired on or before July 1, 2002 and thereafter will be credited with a full year of experience if their date of employment falls between the preceding July 1 and December 31. Employees hired between January 1 and June 30 will use July 1 of the following year. For example, an employee hired between July 1, 2002 and December 31, 2002 would use July 1, 2002 as the beginning of his/her first year with the District. An employee hired between January 1, 2003 and June 30, 2003 would use July 1, 2003 as the beginning of his/her first year with the District.

#### **ARTICLE IV SCHOOL DISTRICT RIGHTS**

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

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

**Section 3. Effect of Laws, Rules, Regulations, Directives, and Orders:** The exclusive representative recognizes that all employees covered by this Agreement shall perform the duties prescribed by the School District and shall be governed by the laws of the State of Minnesota, and by School Board rules, regulations, directives and orders, issued by properly designated officials of the school district. The exclusive representative also recognizes the right, obligation and duty of the School Board and its duly designated officials to promulgate rules, regulations, directives and orders from time to time as deemed necessary by the School Board insofar as such rules, regulations, directives and orders are not inconsistent with the terms of this Agreement.

**Section 4. Reservation of Managerial Rights:** The foregoing enumeration of Board rights and duties shall not be deemed to exclude other inherent management rights and management functions not expressly reserved herein, and all management rights and functions are reserved to the District.

#### **ARTICLE V EMPLOYEE RIGHTS**

**Section 1. Right to Views:** Pursuant to Minn. Stat. Sec. 179A.06, Subd. 1, nothing contained in this Agreement shall be construed to limit, impair or affect the right of any employee or his/her representative to the expression or communication of a view, grievance, complaint or opinion on any matter related to the conditions or compensation of public employment or their betterment, so long as the same is not designed to and

does not interfere with the full, faithful, and proper performance of the duties of employment or circumvent the rights of the exclusive representative.

**Section 2. Request for Dues Check-off:** Pursuant to P.E.L.R.A. the exclusive representative shall be allowed dues checkoff. Upon receipt by the School District of a properly executed authorization card of the employee involved, the School District will deduct in equal installments from the employee's paycheck the dues that the employee has agreed to pay to the exclusive representative during the period provided in said authorization beginning with the first paycheck after receipt of the executed authorization card.

**Section 3. Remission of Withheld Funds:** The aggregate of funds deducted and withheld from all employees in the bargaining unit shall be remitted by the School District together with an itemized statement to the Minnesota School Employees Association no later than ten (10) days following the end of each payroll period.

**Section 4. MSEA List:** The School District shall report to the Association the information on all employees including additions, deletions, and status changes within the bargaining unit. The report will usually be provided to the Association on a monthly basis following the regularly scheduled School Board meeting. The report will be transmitted to the Association usually no later than one week following the approval of personnel items at the regularly scheduled School Board meeting.

**Section 5. Access to Information:** Upon reasonable written notice, the District shall provide access to District financial information, budgets and such other information necessary to the effective performance of the duties of the exclusive representative.

**Section 6. Personnel Files:** Employees, upon request to the supervisor having custody of the personnel files, shall have the right to review the contents of his/her own personnel file. Employees shall have the right to reproduce any of the contents of the file. The employee may submit any information in response to material in the file and such information shall become part of the file.

## **ARTICLE VI DUTY YEAR AND DUTY WEEK**

### **Section 1. Work Year:**

**Subd. 1.** Generally, employees work 173 to 260 days per year and eight (8) hours per day arranged at the District's discretion and subject to the terms of this Agreement.

**Subd. 2. Assigned Duty Days:** Duty days for other employees shall be prescribed by the District.

**Section 2. Hours of the Day:** Hours of the day and days of the week that employees are to work shall be scheduled by the supervisor, subject to approval of the Director of Administrative Services/designee. The District will, where appropriate, provide thirty (30) calendar days' notice if there is to be a permanent change in the work schedule.



**Section 3. Breaks:**

A thirty (30) minute unpaid lunch break and two (2) fifteen minute (15) paid breaks shall be provided for employees who work at least six (6) hours per day in a regularly scheduled position. With supervisor approval, the thirty minute unpaid lunch break may be extended up to a sixty (60) minute unpaid lunch break. Employees who receive permission to extend their unpaid lunch beyond thirty (30) minutes must adjust their start and/or end time (with supervisor approval) per the minutes beyond the thirty (30) minute unpaid lunch (i.e. an eight (8) hour employee that begins work at 8:00 am, who receives supervisor approval for a 60 minute unpaid lunch, must extend their day by thirty (30) minutes. Their workday now is from 8:00 am to 5:00 pm rather than 8:00 am to 4:30 pm with the thirty (30) minute unpaid lunch).

**Section 4. Emergency/Weather Closing:** Employees shall receive their full pay for any emergency school closings due to inclement weather, power outages, etc. If the student school day is subsequently rescheduled and made up, employees will perform their regular assignment without additional compensation. Employees will adjust their hours to the announced starting time on delayed school opening days. If circumstances necessitate the supervisor to require the employee to work when school is closed the employee will be granted an equivalent amount of paid time off at a time mutually agreed upon between the supervisor and employee.

**Section 5. Overtime:** Overtime for work beyond eight (8) hours a day shall be assigned by the immediate supervisor and be compensated at time and one-half. If mutually agreed, an employee and supervisor may arrange to use compensatory time in lieu of overtime for time worked in excess of eight (8) hours per day, provided the compensatory time is used within the same week it is earned to avoid exceeding forty (40) hours in the week. All hours worked over forty (40) hours in a week must be compensated at time and one-half. Excepted from the above will be extra hours because of school emergency where staff members are also called back unless it exceeds forty (40) hours a week.

**Section 6. Compensatory Time:** Upon mutual agreement between the employee and the immediate supervisor, an employee may be granted compensatory time off for overtime worked pursuant to Section 5. Employees may accumulate up to, but not more than, sixteen (16) hours of compensatory time during a fiscal year. Compensatory time may be used at a time mutually agreed upon by the employee and the supervisor during the fiscal year (July 1-June 30) in which it was attained, written approval is required.

**Section 7. Call Back Pay:** There shall be one and one-half (1½) hours minimum pay compensated if an employee is called back to work under conditions other than described in Section 5 at time and one-half (1/2).

**ARTICLE VII  
RATES OF PAY**

**Section 1. Tiers:** During the duration of this Agreement salary shall be subject to the terms of this Agreement. In the event a successor Agreement is not entered into prior to the expiration of this Agreement, an employee shall be compensated according to the employee's then rate of pay until a successor Agreement is signed and ratified.

**Section 2. Placement:**

Subd. 1. Tier: Positions covered by this Agreement are placed in Tiers as defined in APPENDIX A of this Agreement.

Subd. 2. New Positions: New positions may be placed by the administration in the Tier deemed appropriate, subject to negotiations with the exclusive representative upon expiration of the existing Agreement. The exclusive representative will be informed of these new positions and their Tiers as they occur.

Subd. 3. Placement: New employees will be placed on the base rate and will need to complete the appropriate years of service in the District to obtain longevity.

Subd. 4. If an employee or his/her supervisor believes a position has changed significantly, by at least thirty (30) percent, and therefore, might warrant reclassification, the following process for review may be initiated.

1. By October 30 of the year designated by the School District, a written request for review would be submitted to the Director of Administrative Services. Such a request would include a detailed description of changes in the responsibilities of the position.
2. The Director of Administrative Services convenes an employee committee in which all employee groups are represented. This committee would recommend reclassifications to the Superintendent and the School Board. Reclassifications granted by the School Board following these procedures and timelines would be made retroactive to July 1 of the current fiscal year. The exclusive representative will be notified of any reclassifications granted under this procedure.

**Section 3. Basic Rates of Pay:** The following schedules shall be in effect from July 1, 2020 through June 30, 2022:

**July 1, 2020 through June 30, 2021 Salary Schedule:**

	<u>Tier 2</u>	<u>Tier 3</u>	<u>Tier 4</u>	<u>Tier 5</u>	<u>Tier 6</u>	<u>Tier 7</u>
Base Rate:	\$17.21	\$18.71	\$20.21	\$21.71	\$23.21	\$24.71

**July 1, 2021 through June 30, 2022 Salary Schedule:**

	<u>Tier 2</u>	<u>Tier 3</u>	<u>Tier 4</u>	<u>Tier 5</u>	<u>Tier 6</u>	<u>Tier 7</u>
Base Rate:	\$17.56	\$19.06	\$20.56	\$22.06	\$23.56	\$25.06

**Longevity:** Longevity becomes effective July 1, beginning of the fifth 5<sup>th</sup> year of employment in the District.

**July 1, 2020 through June 30, 2021**

<u>Years of Service</u>	<u>Longevity Compensation</u>
Beginning year 1 through 4	= No additional compensation
Beginning year 5 through 8	= \$1.80
Beginning year 9 through 12	= \$2.35
Beginning year 13 through 19	= \$2.90
Beginning year 20+	= \$3.45

**July 1, 2021 through June 30, 2022**

<u>Years of Service</u>	<u>Longevity Compensation</u>
Beginning year 1 through 4	= No additional compensation
Beginning year 5 through 8	= \$1.80
Beginning year 9 through 12	= \$2.35
Beginning year 13 through 19	= \$2.90
Beginning year 20+	= \$3.45

**Anniversary Date:** As of July 1, 2002, employees hired on or before July 1 2002 and thereafter will be credited with a full year of experience if their date of employment falls between the preceding July 1 and December 31. Employees hired between January 1 and June 30 will use July 1 of the following year. For example, an employee hired between July 1, 2002 and December 31, 2002 would use July 1, 2002 as the beginning of his/her first year with the District. An employee hired between January 1, 2003 and June 30, 2003 would use July 1, 2003 as the beginning of his/her first year with the District.

**Section 4. Rate of Pay for District Professional Support Services Personnel Substituting for Others in this Bargaining Unit:**

**Subd. 1. Rate of Pay for Days One (1) through Four (4):** In the event an employee is asked to substitute for another employee or train/in-service his/her replacement that employee will earn his/her regular rate of hourly compensation.

**Subd. 2. Rate of Pay for Day Five (5) and Beyond:**

1. If an employee is asked to substitute for another employee in a higher Tier for five (5) consecutive days, that employee will be paid at \$1.50 above his/her current rate of pay.
2. After five (5) consecutive days the rate of pay is retro-active to the first day of substitution.
3. If substituting for another employee in a lower Tier, the employee will continue to receive his/her current rate of pay.

**Subd. 3. Summer Substitute Rate:** When a substitute is needed during the summer hours, and a current Association member is requested to substitute, the Association member will earn her/his regular rate of hourly compensation during the fiscal year (July 1-June 30) in which the Association member substituted; or upon mutual agreement between the Association member and the immediate

supervisor the day/time may become one of the Association member's contracted days/time for the fiscal year (July 1-June 30) in which the Association member substituted.

**ARTICLE VIII  
HOLIDAYS AND VACATION**

**Section 1. Conditions and Definitions Relating to Holiday Pay Accrual:**

Subd. 1. Threshold for Holiday Pay: Employees who work at least twenty (20) hours per week in a regularly assigned position shall earn holiday pay.

Subd. 2. Eligibility: In order to be eligible for holiday pay, an employee must have worked his/her regular workday before and after the holiday unless he/she is on an approved paid leave, under these provisions.

Subd. 3. Holidays When School In Session: The District reserves the right, if school is in session, to cancel any of the scheduled holidays and establish another holiday in lieu thereof.

Subd. 4. Holiday on Non-Working Day: Should a holiday fall on a "non-working" day, such as a Saturday or Sunday, the District will designate the holiday prior to or following the weekend in which the holiday falls.

Subd. 5. Holidays Computed as Time Worked: Holidays shall be considered as time worked when computing overtime. When school is closed on any of the enumerated holidays, employees shall have the day off with pay.

**Section 2. Schedule of Holidays.** Eligible employees shall earn holiday pay according to following schedule which is based on the employee's number of scheduled work days:

Holiday	173-184 Work Days	185-203 Work Days	204-220 Work Days	221-237 Work Days	238+ Work Days
July 4				x	x
Labor Day		x	x	x	x
Thanksgiving Day	x	x	x	x	x
Day after Thanksgiving	x	x	x	x	x
Christmas Eve Day	x	x	x	x	x
Christmas Day	x	x	x	x	x
New Year's Eve Day		x	x	x	x
New Year's Day	x	x	x	x	x
*Martin Luther King Day or President's Day			x	x	
*Martin Luther King Day					x
*President's Day					x

*Good Friday		x	x	x	x
Memorial Day	x	x	x	x	x
Total	6	9	10	11	12

\*These days are scheduled holidays for employees (per the schedule above) only if scheduled as a school holiday. A school holiday is defined as a day with no students and no teachers. If any of these days are not scheduled as a school holiday, the employee is required to work and the employee may earn one (1) or more floating holidays (i.e. employees scheduled to work 185-203 days who are required to work on Good Friday would receive one (1) floating holiday; employees scheduled to work 204-220 days who are required to work on Martin Luther King Day but not President’s Day or Good Friday, would not receive a floating holiday; employees scheduled to work 221-237 days who are required to work Martin Luther King Day, President’s Day and Good Friday would receive two (2) floating holidays. The scheduling of a floating holiday is subject to mutual agreement between the employee and his/her supervisor.

Should a designated holiday fall on a “non-working day”, such as a Saturday or Sunday, the District will designate another date in lieu of the weekend holiday. Generally this date will be a week day immediately preceding or following the weekend holiday.

Should a holiday be scheduled as a make-up student day due to an Emergency/Weather closing (Article VI, Section 4) employees will perform their regular assignment without additional compensation and/or earning an additional floating holiday.

**Section 3. Vacation Accrual Conditions and Definitions:** Employees who work at least 173 days in a regularly assigned position shall accrue vacation as outlined in Subd. 8 of this section.

Subd. 1. Vacation Year: As of July 1, 2002, employees hired on or before July 1, 2002 and thereafter will be credited with a full year of experience if their date of employment falls between the preceding July 1 and December 31. Employees hired between January 1 and June 30 will remain at the vacation allotment at which they were hired until July 1 of the following year. The District encourages an employee to use vacation in the year it is accrued.

Subd. 2. New Employees: An employee in his/her first year of employment will be credited with vacation on a pro-rated basis for the days/hours worked in the year.

Subd. 3. Employees Moving into a Vacation Accruing Position: An employee who moves from a bargaining unit position without vacation benefits to one with such benefits shall receive one (1) year of service credit, for the purposes of vacation accrual, for each year of previous employment in the District, bargaining unit.

Subd. 4. Resignation: An employee with less than one (1) year’s service who resigns from his/her position prior to an earned vacation period is not entitled to vacation on a pro-rata basis according to the portion of time worked in the year under consideration.

Subd. 5. Vacation Carry-Over: Vacation that an employee accrues during a July 1 to June 30 contract year may be taken either during the contract year in which it is earned or up to June 30 of the next contract year. An employee may carry no more than one (1) year's vacation accrual into a fiscal year.

Subd. 6. Pro-rata Use in Year of Resignation/Retirement: In the year of an employee's resignation or retirement from the District, he/she may use days earned on a pro-rata basis. If an employee should use more vacation than he/she has earned on a pro-rata basis, and the employee leaves the District for any reason, an adjustment will be made to his/her final payroll check.

Subd. 7. Vacation Use: An eligible employee may take vacation on a year round basis subject to approval by the employee's supervisor(s). Vacation may be requested in 2, 4, 6 or 8 hour increments.

Subd. 8. Vacation Accrual: Eligible employees shall earn vacation according to the following schedule which is based on the employee's number of scheduled work days: Number of vacation days earned will be converted to hours (8 hours for an 8 hour employee and pro-rated hours for employees working less than 8 hours)

Years of Service	173-184 Work Days	185-203 Work Days	204-220 Work Days	221-237 Work Days	238+ Work Days
Beginning Years 1-5	2 days	5 days	8 days	9 days	10 days
Beginning Years 6-10	2 days	9 days	15 days	16 days	19 days
Beginning Years 11-15	3 days	11 days	17 days	19 days	23 days
Beginning Years 16+	3 days	11 days	17 days	19 days	25 days

## ARTICLE IX GROUP INSURANCE

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

**Section 2. Eligible Employees:** Employees regularly employed for thirty (30) hours or more per week in a regularly scheduled bargaining unit position shall receive group insurance benefits provided in this Article.

**Section 3. Medical Hospitalization Insurance:**

Subd. 1. Schedule of Coverage: The following schedule will apply to the District's medical insurance contribution for each eligible employee who is enrolled in the District's said group insurance plan.

<b>July 1, 2020, through June 30, 2021</b>		<b>July 1, 2021, through June 30, 2022</b>	
Qualifier - 1760 hours	\$4,710	Qualifier - 1760 hours	\$4,972
1761 - 2080 hours	\$5,383	1761 - 2080 hours	\$5,645

The balance of any premium costs, including the cost for those employees electing family coverage, shall be borne by the employee and paid by payroll deduction.

1. An employee electing no coverage or coverage less expensive than the District's per annum contribution will receive the difference as salary. This difference shall be known as the insurance pay back. Employees hired prior to July 1, 1994, shall receive an insurance pay back not to exceed \$950. The cash insurance pay back will be made on June 15 of the contract year.
2. Those employees hired beginning on or after July 1, 1994, shall not be eligible for an insurance pay back.

**Section 4. Dental Insurance:** The District shall contribute the sum of \$250 per year (July 1, 2020– June 30, 2021) and \$250 per year (July 1, 2021– June 30, 2022) toward the premium for dental insurance for each eligible employee who is enrolled in the District's said group insurance plan for the duration of this Agreement. The balance of any premium costs, shall be borne by the employee and paid by payroll deductions.

**Section 5. Long-Term Disability Insurance:** The School District shall pay the full premium for coverage in the long-term disability insurance plan for eligible employees. . The District shall pay the premium for an LTD policy that will be at 66.66% of base salary and a 60 calendar day waiting period.

**Section 6. Life Insurance:** Life insurance in the amount of \$25,000 will be provided by the District for each eligible employee as identified by this Agreement. The principal sum benefit for any employees age seventy-five (75) and over shall be the amount specified by the policy and may be lower than the amount specified in this section. The administration of this plan will be consistent with the policies and procedures established by the insurance carrier.

**Section 7. Flex Benefit Plan:** All employees will have access to a flex benefit plan addressing insurance, medical, and child care benefits.

**Section 8. Health Savings Account (HSA):** If eligible, employees enrolled in the High Deductible Health Plan will have access to a HSA. See Benefit Summary for details.

**Section 9. Claims Against the School District:** Any descriptions of insurance benefits in this article are intended to be informational only and eligibility of any employee for benefits shall be governed by the terms of the insurance policy purchased by the District pursuant to this article. The District's only obligation is to purchase an insurance policy and pay such amounts as agreed to in this Agreement and no claim shall be made against the District as a result of a denial of insurance benefits by an insurance carrier.

**Section 10. Duration of Insurance Contribution:** An employee is eligible for District contribution as provided in this article as long as the employee is employed by the School District as per Article IX Section 2. Upon termination of employment, all District participation and contribution shall cease, effective on the last working day.

## **ARTICLE X LEAVES OF ABSENCE**

### **Section 1. Sick Leave:**

**Subd. 1.** All employees employed for a regular work week as defined in ARTICLE II, Section I, shall earn sick leave according to the following guideline: twelve (12) month employees shall earn thirteen (13) sick days, eleven (11) month employees shall earn twelve (12) sick days and ten (10) month employees shall earn eleven (11) sick days. Employees hired beginning on or after July 1, 2000 or who join this group for benefit definition shall be eligible for one (1) sick day (8 hours for an 8 hour per day employee and pro-rata hours for employees working less than 8 hours per day) per month of employment. However, if an employee leaves the District without having earned on a pro rata basis, the number of sick leave days the employee has used, the District shall reduce the employee's final pay check for any unearned sick leave days.

**Subd. 2.** Unused sick leave days, or pro rata days may accrue to a maximum credit of one hundred and five (105) days (840 hours for an 8 hour per day employee and pro-rata hours for employees working less than 8 hours per day) of sick leave per employee. The yearly sick leave credit shall be in addition to the total accumulation of the available days as defined by this Subdivision.

**Subd. 3.** Sick leave shall be allowed by the District when an employee's absence is found to have been due to illness which prevented his/her performance of duties on that day or days. Sick leave may also be used for medical and dental appointments, however medical and dental appointments should be scheduled outside of the work day whenever possible.

**Subd. 4.** Sick leave pay shall be approved only upon submission of such request through the District's leave system. Sick leave may be requested in one (1) hour increments.

**Subd. 5.** The District may require an employee to furnish a medical certificate from the attending physician as evidence of illness, indicating such absence was due to illness, disability or childbirth in order to qualify for sick leave pay.

**Subd. 6.** In an absence for personal illness of three (3) or more consecutive working days, the District may require certification by the attending physician along with notice of employee's being in good health and able to resume his/her duties upon return.

**Subd. 7.** In the event that a medical certificate will be required, the employee will



be so advised.

Subd. 8. An employee may use personal sick leave up to the amount accumulated for serious illness of the employee, or the employee's spouse or child. An employee may also use sick leave not to exceed five (5) days (40 hours for an 8 hour per day employee and pro-rata hours for employees working less than 8 hours per day) per year for serious illness involving the employee's parent, brother, sister, aunt, uncle, niece, nephew, grandparent, grandchild, spouse's parent, or person residing in the employee's household. In extenuating circumstances, an employee may make an additional request for use of sick leave and/or an extension to the five (5) day limit to the Superintendent/designee. An employee may also use sick leave in accordance with Minn. Stat. 181.9413 (2014) as amended (see District 112 website, Human Resources for a complete description on use of sick leave).

Subd. 9. When sick leave has been exhausted, the Superintendent shall be authorized by order of the School Board to grant an extended leave of absence without pay to satisfy the requirements of Public Employees Retirement Association for disability and death benefits.

Eligible employees (employees regularly employed for thirty (30) hours or more per week in a regularly scheduled bargaining unit position) will have the ability to sell sick leave days at their current daily rate of pay as follows:

Tiers 2-7 with 20 days accumulated sick leave can sell up to 3 future days  
Tiers 2-7 with 30 days accumulated sick leave can sell up to 4 future days  
Tiers 2-7 with 40 days accumulated sick leave can sell up to 6 future days  
Tiers 2-7 with 60 days accumulated sick leave can sell up to 8 future days

This selling can only be done at the time of open enrollment and those dollars must be applied toward the cost of other benefits (i.e. health insurance, dental insurance, supplemental life insurance, accidental death and dismemberment insurance, long term disability insurance, flex) or cash.

## **Section 2. Bereavement Leave:**

Subd. 1. All full-time employees may be granted with administrative approval up to five (5) bereavement days (40 hours for an 8 hour employee and pro-rated hours for employees working less than 8 hours), non-accumulative, for absence due to a death. Use of these days does not result in a deduction from sick leave.

Subd. 2. Should additional time away from work be needed as the result of a death, sick leave and/or vacation leave may be used by the employee to meet the need. Should additional time away from work be needed as the result of a death the employee should notify (in writing) the Director of Administrative Services.

### **Section 3. Child Care Leave:**

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

Subd. 2. An employee making application for child care leave shall inform the Superintendent/designee in writing of the intention to take the leave at least three (3) calendar months before commencement of the intended leave. An employee will also provide at the time of the leave application, a statement from the physician or adopting agency indicating the expected date of delivery or adoption.

Subd. 3. If the reason for the child care leave is occasioned by pregnancy, an employee may utilize sick leave pursuant to the sick leave provisions of the Agreement during a period of physical disability (i.e. an employee giving birth shall be able to use accumulated sick leave for the employee's duty days during the six to eight continuous calendar weeks (doctor's normal prescribed time period of disability due to childbirth) following the delivery of the child. An employee adopting a child may use up to six (6) continuous calendar weeks/thirty (30) continuous days of vacation and/or accumulated sick leave following the adoption of a child. Non-duty days, such as breaks, holidays, summer and weekends are included in the determination of the six to eight continuous calendar weeks. accumulated sick leave may not be used on non-duty days).

Up to ten (10) consecutive accumulated sick leave and/or vacation days may be granted to an employee whose spouse gives birth immediately following the birth of the child and to the adoptive parent following the adoption of a child. Non-duty days such as breaks, holidays and summer will be considered in the determination of the number of vacation or accumulated sick leave days granted for reasons of childbirth. However, an employee shall not be eligible for sick leave during a period of time covered by a child care leave.

Subd. 4. The District may adjust the proposed beginning or ending date of a child care leave so that the dates of the leave are coincident with some natural break in the school year. The availability of a substitute employee may also be considered by the District in the granting of a child care leave or the duration thereof.

Subd. 5. In making a determination concerning the commencement and duration of a child care leave, the District shall not, in any event, be required to:

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

Subd. 6. An employee returning from child care leave shall be reemployed in a position for which qualified unless previously discharged or laid off.

Subd. 7. Failure of the employee to return pursuant to the date determined under this section shall constitute grounds for termination unless the District and the employee mutually agree to an extension in the leave.

Subd. 8. Leave under this section may be without pay or fringe benefits.

Subd. 9. An employee on Child Care Leave is eligible to continue to participate in group insurance programs (health insurance, dental insurance, life insurance, supplemental life insurance) as permitted under the insurance policy provisions provided the employee pay the entire premium for such group insurance programs commencing with the beginning of the leave (see District Website, Human Resources for specific coverage available). It is the responsibility of the employee to pay the monthly premium amounts in advance and on such dates as determined by the District/Third Party Administrator. The right to continue participation in such group insurance programs will discontinue upon termination of employment, failure of the employee to pay the premiums to the District/Third party administrator, or the expiration of insurance availability under the insurance policy provisions. Since long-term disability insurance coverage replaces salary, and there is no salary for an Unpaid/Child Care Leave, long term disability insurance coverage is not available.

**Section 4. General Leave:** Request for a "leave of absence" without pay or benefits may be presented in writing to the Superintendent/designee. The administration of the District reserves the right to grant or deny such a request, at its discretion.

Subd. 1. In making a determination concerning the commencement and duration of a General leave, the School District shall not, in any event, be required to:

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

Subd. 2. An employee returning from a general leave shall be reemployed in a position for which qualified unless previously discharged or laid off.

Subd.3. An employee on general leave is eligible to continue to participate in group insurance programs (health insurance, dental insurance, life insurance, supplemental life insurance) as permitted under the insurance policy provisions provided the employee pay the entire premium for such group insurance programs commencing with the beginning of the leave (see District Website, Human Resources for specific coverage available). It is the responsibility of the employee to pay the monthly premium amounts in advance and on such dates as determined by the District/Third Party Administrator. The right to continue participation in such group insurance programs will discontinue upon termination of employment, failure of the teacher to pay the premiums to the District/Third party administrator, or the expiration of insurance availability under the insurance policy provisions. Since long-term disability insurance coverage replaces salary, and there is no salary for an Unpaid/General Leave, long term disability insurance coverage is not available.

**Section 5. Leave Extensions for Child Care and General Leaves:** An employee on a child care leave (of less than one year) shall notify the Director of Administrative

Services, in writing, of their intention to request a leave extension at least 30 calendar days prior to the scheduled return date. An employee on a general leave (of less than one year) shall notify the Director of Administrative Services, in writing, of their intention to request a leave extension at least 45 calendar days prior to the scheduled return date. Employees will be notified of the status of their extension request no later than 20 calendar days prior to the specified return date. Should the leave extension be denied, the employee is expected to return on the date arranged at the time of the leave approval. In extenuating circumstances, the employee may request an exception to the above timeline. The granting of such an exception shall be at the discretion of the district.

**Section 6. Family and Medical Leave (FMLA):** FMLA leave shall be granted pursuant to applicable law.

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

**Section 8. Workers' Compensation:**

Subd. 1. When an employee is absent from work as a result of a compensable injury under the provisions of the Workers' Compensation Act incurred while in the employ of the School District, the School District will pay the difference between the compensation received pursuant to the Workers' 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.

Subd. 2. A deduction shall be made from the employee's accumulated vacation or sick leave accrual time according to the portion of days of sick leave or vacation time which is used to supplement workers' compensation.

Subd. 3. Such payment shall be paid by the School District to the employee only during the period of disability.

Subd. 4. 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 compensation of the employee.

Subd. 5. An employee who is absent from work as a result of an injury compensable under the Workers' Compensation Act who elects to receive sick leave, or vacation pay pursuant to this section shall submit his/her workers' compensation check, endorsed to the School District, prior to receiving payment from the School District for his/her absence, pursuant to, Subds. 1-4 above.

Subd. 6. An employee of the District shall not be entitled to sick leave, or vacation pay benefits under this section if he/she is injured while in the employment of another employer nor shall any accrual of sick leave or vacation occur during the period of convalescence from the injury.

**Section 9. Jury Duty:** An employee who serves on jury duty shall be granted the day or days necessary as stipulated by the court to fulfill this responsibility without any salary deduction or loss of basic leave allowance. The compensation received for jury duty

service shall be remitted to the School District, less the mileage per diem and other expenses as regulated by State guidelines. To qualify for this payment, the employee must return to his/her regular duties on being dismissed from jury duty.

**Section 10. Military Leave:** Military leave shall be granted pursuant to applicable law.

**Section 11. Religious Leave:** Employees shall be granted one (1) day of religious leave per year with no loss of pay upon verification to the Director of Administrative Services that the purpose of the religious leave is a traditionally required religious observance of their particular faith and/or creed. Additional leave with pay may be granted by the Director of Administrative Services.

**Section 12: Donation of Leave Day to Another Employee:** Any employee covered by the terms of this Agreement may contribute a total of two (2) days per fiscal year (July 1-June 30) of his/her accumulated sick leave, vacation, or personal time off days to another employee (second donated day must go to a different employee) for the following reasons:

1. The employee receiving the donation is being placed on long-term disability (LTD) and has insufficient sick leave, vacation days, and/or personal time off days to meet the LTD waiting period without loss of income. Only the minimum number of days necessary to meet the terms of the LTD waiting period after the recipient has used his/her accumulated sick leave days may be donated; or
2. The employee receiving the donation has experienced a catastrophic circumstance, as determined by the Superintendent/designee, that resulted in a zero (0) balance of the employee's sick leave, vacation days, and/or personal time off days.

Guidelines to request a donation of a day and/or how to donate a day to another employee may be requested through the District Human Resource Department.

## **ARTICLE XI VACANCIES AND JOB POSTING**

**Section 1. Postings and Vacancies:** A position vacancy is defined as one anticipated to last more than six (6) months. A temporary or substitute vacancy is defined as one anticipated to last less than six (6) months.

**Subd. 1. Posting:** All position vacancies will be posted for a two (2) week period and mailed to the president(s) of the Association. The posting time may be shortened as unexpected vacancies occur especially prior to the start of the school year.

**Subd. 2. Definitions and Conditions:** If a temporary vacancy becomes a position vacancy, it will be posted and filled in accordance with the provisions of this Agreement.

**Section 2. Application for and filling of Vacancies:** All employees under this Agreement may submit application for any vacancy which is posted pursuant to this

article. Positions shall be awarded to internal or external candidates on the basis of qualifications including, but not limited to seniority. Final decisions for employment will be made by the District.

**Section 3. Notice of Filling of Vacancies:** Notice of the candidate selected to fill the vacancy shall be given within fifteen (15) working days after the date of hiring to all in-house candidates for the position and to the Association Steward

**Section 4. Administrative Transfer:** Seniority and posting shall not apply in an administrative transfer involving permanent employees. Transfers of this nature will be discussed with the exclusive representative prior to final disposition.

**Section 5. Summer School Positions:** Summer school positions will be posted in the normal manner of position openings during the school year and seniority will apply as described in Section 4 above.

## **ARTICLE XII SENIORITY**

**Section 1. Recognition:** The parties recognize the principle of seniority in the application of this Agreement concerning reduction of force. In regard to vacancies and promotions, the provisions of ARTICLE XI shall apply.

**Section 2. Date:** Employees shall acquire seniority upon completion of the probationary period as defined in this Agreement ARTICLE XV. The seniority date shall relate back to the date of the first day of work to a regularly assigned position as defined in ARTICLE XI. Seniority is based on continuous employment in a bargaining unit position. (A summer furlough in a regularly assigned permanent position is not considered a break in service). Temporary employees and long-term substitutes do not earn seniority.

### **Section 3. Layoff/Recall:**

**Subd. 1.** In the event the District shall determine a discontinuance of a position is necessary, the incumbent in that position shall be provided no less than thirty (30) calendar days' written notice.

**Subd. 2.** An employee who has sufficient seniority to avoid layoff may displace the least senior employee in a position of like status, i.e., like pay, benefits, responsibilities, qualifications, classification. The employee may choose to take voluntary layoff rather than follow this practice.

**Subd. 3.** An employee on layoff shall retain his/her seniority and right to recall to a position for which he/she is qualified in seniority order for a period of one (1) year after the date of layoff. Employees on recall will be notified of open positions during this one (1) year period. Employees on recall must leave a current phone number and mailing address with the Human Resources Office to assure such notification.

Subd. 4. During this one (1) year period, the District has the right to recall an employee to an open position of like status as defined in Subd. 2 of this Section for which he/she is qualified. The employee has the right to refuse one (1) recall. Such a refusal shall not impact the one (1) year recall period. A second such refusal shall terminate the employee's recall rights.

**Section 4. Seniority List:** The District will develop the seniority list using the first day of service and the tiebreaker will be the last four (4) digits of the social security number. The District shall publish a seniority list by December 1 or as soon thereafter as possible.

Subd. 1. Any person whose name appears on such list and who may disagree with the findings of the District and the order of seniority in said list shall have twenty (20) days from the date of posting to supply written documentation, proof and request for seniority change to the Director of Administrative Services.

Subd. 2. In the event two (2) or more employees share the same seniority date, the tie shall be broken by the last four (4) digits of the social security number. The employee with the highest number (last four (4) digits of the social security number) shall be deemed senior. Once the tie is broken, the relative seniority ranking shall remain constant for the duration of the affected employees term of employment.

Subd. 3. Within twenty (20) days thereafter, the District shall evaluate any and all such written communications regarding the order of seniority contained in said list and may make appropriate changes. A final seniority list shall be prepared by the District.

**Section 5. Voluntary Termination:** In the event that an employee, voluntarily terminates employment from a bargaining unit position and is subsequently reemployed by the District under the bargaining unit with a time period of no greater than twelve (12) months after the date of termination, the employee may, at the discretion of the Director of Administrative Services.

Subd. 1. Be reinstated without loss of seniority or benefits and the years of service credit earned and accumulated as of the date of termination.

Subd. 2. Be reinstated without having to serve a new probationary period notwithstanding any other provision to the contrary.

Subd. 3. Be reinstated to a similar vacant position but not to displace any other bargaining unit member.

**ARTICLE XIII  
RETIREMENT/SEVERANCE PAY**

**Section 1. Eligibility for Severance Pay:**

Subd. 1. Employees working thirty (30) hours a week at the time of retirement who have completed fifteen (15) years of continuous service and employed by the District prior to July 1, 1992, will be eligible for severance pay pursuant to this article upon submission of a written resignation.

Employees who begin full-time work after July 1, 1992 will not be eligible for severance pay as defined by this article.

Subd. 2. Full time employees may accumulate up to five (5) days of unused sick leave for each full year of actual employment in the District up to a maximum of one hundred (100) days to the extent of the employee's unused sick leave days.

Subd. 3. In applying these provisions, the daily rate of pay for an eligible employee shall be the employee's basic daily rate including longevity at the time of resignation as the employment agreement with the District.

**Section 2. Method of Payment:** Compensation for severance shall be paid by the District in the following manner. 100 percent shall be paid in the employee's name to the State of Minnesota Post Retirement Health Care Savings Plan. Payments shall be paid by the District in equal installments over a period of time not to exceed twenty-four (24) months. Payments shall be made of one-third (1/3) by June 30 of the year of retirement, one-third (1/3) on the following January 1<sup>st</sup> and the final one-third (1/3) on the next January 1<sup>st</sup>. 0 percent shall be paid in the employee's name to a 403b plan. Payments shall be paid by the District in equal installments over a period of time not to exceed twenty-four (24) months. Payments shall be made as follows: one-third (1/3) by June 30 of the year of retirement, one-third (1/3) on the following January 1<sup>st</sup> and the final one-third (1/3) on the next January 1<sup>st</sup>. 0 percent shall be paid in the employee's name to a 403b plan. Payments shall be paid by the District in equal installments over a period of time not to exceed twenty-four (24) months. Payments shall be made of one-third (1/3) by June 30 of the year of retirement, one-third (1/3) on the following January 1<sup>st</sup> and the final one-third (1/3) on the next January 1<sup>st</sup>. If the employee dies with a portion of his/her compensation for unused sick leave unpaid, the full balance then due shall be paid to the employee's named beneficiary, if any, otherwise to the employee's estate.

**Section 3. Terminated Employment:** Severance pay shall not be granted to an employee who is terminated for cause.

**Section 4. Insurance Coverage After Retirement:** Retiring employees who are enrolled in the District's insurance plans may continue to participate in group insurance programs (health insurance, dental insurance, life insurance, supplemental life insurance) as permitted under the insurance policy provisions provided the employee pay the entire premium for such group insurance programs commencing with the beginning of the retirement (see District Website, Human Resources for specific coverage available). It is the responsibility of the employee to pay the monthly premium amounts in advance and on such dates as determined by the District/Third Party Administrator. The right to continue participation in such group insurance programs will



discontinue upon the failure of the employee to pay the premiums to the District/Third party administrator, or the expiration of insurance availability under the insurance policy provisions. Since long-term disability insurance coverage replaces salary, and there is no salary for a retiree, long term disability insurance coverage is not available.

**Section 5. Post Retirement Health Care Savings Plan:** The School District shall provide an opportunity for the employees covered by this agreement to participate in a post retirement health care savings plan as authorized under MS 352.98.

## **ARTICLE XIV DEFERRED COMPENSATION**

**Section 1. Participation:** A deferred compensation program is available to all employees of this unit through the District 112 School Board approved investment providers. All eligible employees may participate whether or not they have been employed in the District long enough to qualify for the matching program.

**Section 2. Deferred Compensation Matching Program:** All full-time employees (as defined by ARTICLE IX, Section 2) beginning their fourth (4th) year of employment in the District will be eligible to participate in the deferred compensation matching program.

Subd. 1. Eligible employees who began their employment in the District prior to July 1, 1992 are eligible to participate in the deferred compensation matching program in addition to the severance program. Should these employees participate in the deferred compensation matching program and become eligible for severance pay (pursuant to Article XIII), the total District 112 matching contribution (does not include accrued interest which is the property of the employee) will be subtracted from the severance amount with the employee receiving the net amount as severance. Should the District's contribution to the deferred compensation matching program exceed the employees eligible severance at the time of retirement, no severance payment will be due to the employee and the employee will retain the District match to his/her account.

Subd. 2. An eligible employee must notify the payroll office, in writing, of his/her intention to participate in the District's matching program and the amount of the employee's contribution. This notice shall continue from year to year at the specified amount unless the employee notifies the payroll office in writing of any change. Eligible employees may elect to participate in the District's matching program at the time of open enrollment (for the following contract year) or at any time during the eligible contract year.

Subd. 3. The District will pay its matching share of FICA and PERA taxes as provided for in the Minnesota Deferred Compensation legislation.

Subd. 4. District 112 will match eligible employee contribution in the following amounts:

<b><u>2020-2021</u></b>	
<b><u>Years of Service</u></b>	<b><u>Maximum Matching Contribution</u></b>
Beginning year 1 through 3	= not eligible

Beginning year 4 through 10 = up to \$769  
Beginning year 11 through 19 = up to \$969  
Beginning year 20+ = up to \$1,171

**2021-2022**

<b><u>Years of Service</u></b>	<b><u>Maximum Matching Contribution</u></b>
Beginning year 1 through 3	= not eligible
Beginning year 4 through 10	= up to \$800
Beginning year 11 through 19	= up to \$1,000
Beginning year 20+	= up to \$1,200

Subd. 5. Employees on unpaid leave may not participate in the Deferred Compensation Matching Program.

Subd. 6. The provisions of this article are subject to all limitations relating to such plans as provided by law.

**ARTICLE XV**  
**PROBATIONARY PERIOD/DISCIPLINE/DISCHARGE/RESIGNATION**

**Section 1. Probationary Period:**

Subd. 1. Length: An employee in a regularly scheduled position under the provisions of this Agreement shall serve a probationary period not to exceed one hundred and twenty (120) working days of continuous service in the District.

Subd. 2. Performance and Discipline: During this probationary period, the District shall have the unqualified right to suspend without pay, discharge or otherwise discipline such employee. During this probationary period, the employee shall have no recourse to the grievance procedure, insofar as suspension, discharge or other discipline is concerned.

Subd. 3. Grievance: A probationary employee shall have the right to bring a grievance on any other provision of the Agreement alleged to have been violated.

Subd. 4. Temporary or Long-Term Substitute Positions: Employees serving in a temporary or long-term substitute position shall be subject to the provisions of this section if a regular position is assumed even if their temporary term of employment exceeds one hundred and twenty (120) days.

Subd. 5. Probationary Period: Change of Position: In addition to the initial probationary period, an employee transferred or promoted to a different position shall serve a new probationary period of ninety (90) working days in any such new position. During this ninety (90) day probationary period, if the School District determines that the employee's performance in the new position is unsatisfactory, the School District shall have the right to reassign the employee to his/her former position. The employee may request to be placed in the first (1<sup>st</sup>) available vacant position in the employee's former Tier for which the employee is qualified.

Subd. 6. Completion of Probationary Period: An employee who has completed the probationary period may be suspended without pay, discharged or disciplined only for cause. An employee who has completed the probationary period and is suspended without pay, discharged or otherwise disciplined shall have access to the grievance procedure.

**Section 2. Resignation:** When an employee wishes to terminate his/her employment, he/she shall give two (2) weeks written notice. The written notice shall state the reason for the resignation and also state the last day of employment. If a two (2) week notice is not received, the District has the right to charge a fee of \$30 to cover the costs of finding a suitable replacement.

**Section 3. Employee Discipline:**

Subd. 1. Cause for Discipline: A non-probationary employee may be discharged, disciplined, and/or suspended without pay. The causes that may result in discipline include but are not limited to:

1. Unsatisfactory job performance
2. Stealing
3. Intoxication or using mood altering chemicals on the job
4. Insubordination
5. Failure to report to work without proper notification
6. Misuse of benefits defined in this Agreement
7. Misuse of the leave provisions of this Agreement, and
8. Violation of any District policy.

A meeting described in Subd. 2. below would usually precede such suspensions or termination. However, the employer reserves the right to suspend or discharge immediately under extreme and unusual circumstances.

**Subd. 2. Employee Representation at Formal Meeting with Supervisors Regarding Unsatisfactory Performance of Duties:**

- a. A meeting between a non-probationary employee and his/her supervisor during which a written letter or notice of deficiency is presented to the employee will entitle the employee to be informed of his/her right to have MSEA representation present.
- b. If the employee requests the presence of a MSEA representative, the District will honor the request.
- c. No more than two (2) union representatives may be present.
- d. Any employee receiving written notification of unsatisfactory job performance may be suspended or discharged if the deficiencies performance are not rectified within a reasonable length of time.

**Subd. 3. Suspension and Discharge:**

- a. An employee may be suspended without pay or discharged for good and sufficient reason. Any such suspension or discharge is subject to the grievance procedure.

- b. The suspension or discharge shall take effect upon receipt by the employee of the written notice from the Superintendent/designee. The suspension or discharge shall continue to be in effect for the time period provided in the written notice or as otherwise decided by the School District.
- c. Notice of Request for Hearing:
  - 1. Suspension or discharge shall take effect upon written notification from the Superintendent/designee to the employee. This written notice shall contain the grounds for suspension or discharge.
  - 2. At the time that the written statement of suspension or discharge is issued to the employee, he/she will be notified that he/she may make a written request for a hearing before the School Board to review the suspension or discharge. This written statement requesting a hearing must be made to the School Board within ten (10) days after the receipt of the notification of suspension or discharge. If no hearing is requested within the ten (10) day period, it shall be deemed acquiescence by the employee to the suspension or discharge.
  - 3. After a hearing before the School Board, the School Board shall have five (5) days to either reverse and set aside the suspension or discharge or uphold the suspension or discharge.
  - 4. If the suspension or discharge is reversed, the employee shall be reinstated and compensated for salary lost during the period of suspension or discharge.
  - 5. If the suspension or discharge is upheld, the employee shall have the right to invoke the grievance procedures set forth in the Agreement at the arbitration level. In order to move to arbitration, the employee must provide written notification of the intention to do so to the School Board or Superintendent within five (5) days after receipt of the School Board's decision following the hearing.

## **ARTICLE XVI GRIEVANCE PROCEDURE**

**Section 1. Grievance Definition:** The word "grievance" shall mean a written allegation by an employee resulting in a dispute or disagreement between the employee and the School District as to the interpretation or application of terms and conditions of employment insofar as such matters are contained in this Agreement.

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

**Section 3. Definitions and Interpretations:**

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

Subd. 2. Days: Reference to the word “days” regarding time periods in this procedure shall refer to working days. The term “working day” is defined as all weekdays not designated as holidays by state law.

Subd. 3. Computation of Time: In computing any period of time prescribed or allowed by procedures in this article, the date of the act, event, or default for which designated period of time begins to run shall not be included. The last day of the period so computed shall be counted, unless it is a Saturday, a Sunday or a legal holiday in which event the period runs until the end of the next day which is not a Saturday, a Sunday, or a legal holiday.

Subd. 4. Filing and Postmark: The filing or service of any notice or document required by this Agreement shall be timely if it is personally served or if it bears a certified postmark of the United States Postal Service within the time period.

**Section 4. Time Limitations and Waiver:** Grievances shall not be valid for consideration unless the grievance is submitted in writing to the School District’s designee, setting forth the facts and the specific provision(s) of the Agreement allegedly violated and the particular relief sought within twenty (20) days after the date that the event giving rise to the grievance occurred. Failure to file any grievance from one level to another within the time periods provided below shall constitute a waiver of the grievance. An effort shall first be made to adjust an alleged grievance informally between the employee and the School District’s designee.

**Section 5. Resolution of Grievance:** The School District and the employee shall attempt to resolve all grievances which may arise during the course of employment of any employee within the School District in the following manner:

Subd. 1. Level I: If the grievance is not resolved through informal discussions, the School District’s designee shall give a written decision on the grievance to the parties involved within ten (10) days after receipt of the written grievance.

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

**Section 6. School Board Review:** The School Board reserves the right to review any decision issued under Level I or Level II of this procedure at the request of the grievant or at its own instance provided the School Board or its representative notify the parties of its intention to review within ten (10) days after a decision in Level I or Level II has been

rendered. In the event the School Board reviews a grievance under this section, the School Board reserves the right to affirm, reverse or modify such decision. 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 to the School Board. The School Board shall then render its decision.

**Section 7. Denial of Grievance:** Failure by the School Board or its representative to issue a decision within the time periods provided in this article 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 School Board are unable to resolve any grievance, the grievance may be submitted to arbitration as defined below:

**Subd. 1. Request:** A request to submit a grievance to arbitration must be in writing signed by the aggrieved party, and such request must be filed in the office of the Superintendent within ten (10) days following the decision in Level II or within ten (10) days after the decision of the School Board if the School Board reviews a decision pursuant to Section 6 above.

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

**Subd. 3. Selection of Arbitrator:** Upon the prior submission of a grievance under the terms of this procedure, the parties shall, within ten (10) days after the request to arbitrate, attempt to agree upon the selection of an arbitrator. If no agreement on an arbitrator is reached, either party may request the Commissioner of the Bureau of Mediation Services (BMS) to submit a panel of seven (7) arbitrators to the parties, pursuant to P.E.L.R.A., providing such request is made within twenty (20) days after request for arbitration. The request shall ask that the panel be submitted within thirty (30) days after the receipt of said request. Within ten (10) days after receipt of the panel, the parties shall alternately strike names, and the remaining name shall be the arbitrator to hear the grievance. The order of striking shall be determined by lot. Failure to agree upon an arbitrator or the failure to request an arbitrator from the BMS Commissioner within the time periods provided in this article shall constitute a waiver of the grievance.

**Subd. 4. Submission of Grievance Information:**

- a) Upon appointment of the arbitrator, the Association shall within five (5) days after notice of appointment forward to the District submission of the grievance which shall include the following:
  1. the issues involved;
  2. statement of the facts;
  3. position of the grievant;
  4. the written documents relating to Section 5 above.

- b) If upon review of the material submitted above, the position of the Association is unclear to the District, the District may request clarification of the Association's position.
- c) The District may make a similar submission of information relating to the grievance either before or at the time of hearing.

Subd. 5. Hearing: The grievance shall be heard by a single arbitrator and both parties may be represented by such person or persons as they may choose and designate, and the parties shall have the right to a hearing at which time both parties will have the opportunity to submit evidence, offer testimony, and make oral or written arguments relating to the issues before the arbitrator. The proceeding before the arbitrator shall be a hearing de novo.

Subd. 6. Decision: Decisions by the arbitrator in cases properly brought before him/her shall be final and binding upon the parties, subject, however, to the limitations of arbitration decisions as provided by the P.E.L.R.A. of 1971, as amended.

Subd. 7. Expenses: Each party shall bear its own expenses in connection with arbitration including expenses relating to the party's representatives, witnesses, and any other expenses which the party incurs in connection with presenting its case in arbitration. A transcript or recording of the hearing shall be made at the request of either party. The parties shall share equally the fees and expenses of the arbitrator, and the cost of the transcript or recordings, if the parties mutually agree are necessary for the conduct of the arbitration. However, the party ordering a copy of the transcript shall pay for such copy.

Subd. 8. Jurisdiction: The arbitrator shall have jurisdiction over disputes or disagreements relating to grievances properly before the arbitrator pursuant to the terms of this procedure. The jurisdiction of the arbitrator shall not extend to proposed changes in terms and conditions of employment as defined herein and contained in this written Agreement; nor shall an arbitrator have jurisdiction over any grievance which has not been submitted to arbitration in compliance with the terms of the grievance and arbitration procedure as outlined in this article; nor shall the jurisdiction of the arbitrator extend to matters of inherent managerial policy, which shall include but are not limited to such areas of discretion or policy as the functions and programs of the District, its overall budget, utilization of technology, the organizational structure, and selection and direction and number of personnel. In considering any issue in dispute, the arbitrator's order shall give due consideration to the statutory rights and obligations of the School Board to efficiently manage and conduct its operation within the legal limitations surrounding the financing of such operations.

## **ARTICLE XVII MISCELLANEOUS**

**Section 1. Pay Dates:** Pay dates shall be on the fifteenth (15th) and last day of each month. The timing of the payment of wages is governed by M.S. 181.101.

**Section 2. Direct Deposit:** As of July 1, 1998, all employees shall be paid through direct deposit.

**Section 3. Return Date:** Employees working less than twelve (12) months will be notified by July 1 or as soon thereafter as possible of the date on which they are to return.

**Section 4. Per Diem and Mileage Reimbursement:** The per diem allowance for all employees will meet IRS guidelines as specified by School Board policy. All claims will be verified and processed through the Finance Department. Reimbursement shall be consistent with School Board policy.

**Section 5. Professional Development Fund:** A professional development fund of \$10,000 per fiscal year (July 1-June 30) shall be provided for the Professional Support Services Personnel. Professional development funds may be used for the following upon mutual agreement of Professional Support Services Personnel/Designee and the District/Designee.

- a. Compensation for training provided by the District or outside resources
- b. Conventions, seminars and workshops related to the employee's position (Federal per diem guidelines shall apply).
- c. Tuition for training or college courses related to the employees position and/or advancement.
- d. Compensation for serving on the District Benefits and/or Safety Committee.
- e. Other professional development opportunities deemed appropriate and approved by the Professional Support Services Personnel/Designee and the District/Designee

## **ARTICLE XVIII DURATION**

**Section 1. Term and Reopening Negotiations:** This Agreement will remain in full force and effect for a period commencing on July 1, 2020 through June 30, 2022 and thereafter until modifications are made pursuant to P.E.L.R.A. If either party desires to modify or amend this Agreement, at its expiration, it should give written notice of such intent pursuant to P.E.L.R.A. Unless otherwise mutually agreed, the parties shall not commence negotiations more than ninety (90) days prior to the expiration of the Agreement.

**Section 2. Effect:** This Agreement constitutes the full and complete Agreement between the District and the exclusive representative representing the Professional Support Services Personnel. The provisions of this Agreement relating to terms and conditions of employment supersede any and all prior Agreements, resolutions, practices, school district policies, rules and regulations concerning terms and conditions of employment inconsistent with these provisions.


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




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

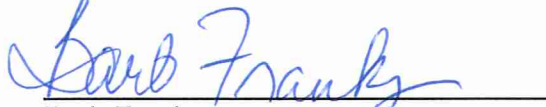
IN WITNESS THEREOF, the parties have executed this Agreement as follows:

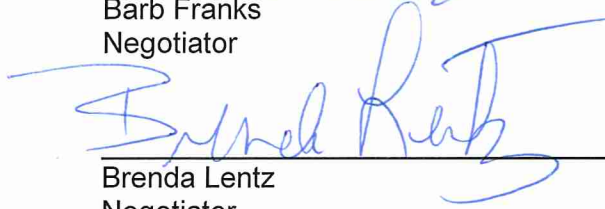
For: Minnesota School Employees Association  
(Professional Support Services Personnel)

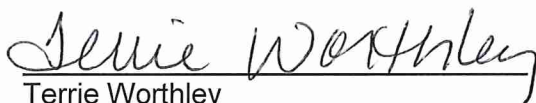
  
Debra Beckler  
MSEA Representative

  
Rita Mortensen  
President

  
DeeAnn Eickhoff  
Negotiator

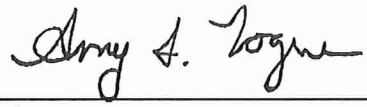
  
Barb Franks  
Negotiator


  
Brenda Lentz  
Negotiator


  
Terrie Worthley  
Negotiator

For: Independent School District 112

  
Jeff Ross  
Board Chair

  
Amy Logue  
Board Vice Chair/Clerk

  
Lisa Sayles-Adams  
Superintendent

  
Jim O'Connell  
Director of Administrative Services

Date Board Action: December 7, 2020

APPENDIX A  
Definition of Tiers

This information is for reference and information only and may be periodically updated.

Tier 1

Tier 2

Tier 3

Tier 4

ALC Administrative Assistant  
Attendance/Administrative Assistant  
Health Services Administrative Assistant  
House Office Administrative Assistant  
Specialized Services Office Support  
STAR Receptionist

Tier 5

Building Administrative Assistant  
Club Care and Full Day Preschool Administrative Assistant  
Community Education and Enrichment Administrative Assistant  
Early Childhood Administrative Assistant  
Early Childhood Specialized Services Administrative Assistant  
Facilities Administrative Assistant  
Human Resources Administrative Assistant  
Nutrition Services Administrative Assistant  
Teaching and Learning Administrative Assistant  
Welcome Center Administrative Assistant

Tier 6

Athletics Office Administrative Assistant  
Buildings & Grounds Administrative Assistant  
Duplicating Technician  
Finance & Purchasing Technician  
Principal's Administrative Assistant  
Principal's Administrative Assistant/Registrar  
Q-Comp and Finance Administrative Assistant  
Scheduler/Registrar  
Specialized Services Administrative Assistant  
Specialized Services Director's Administrative Assistant  
Student Records Technician  
Teaching & Learning Director's Administrative Assistant

Tier 7

Accounts Payable Technician  
Nutrition Services Technician  
Welcome Center Technician