

MASTER AGREEMENT

Between

**Alexandria Public Schools
Alexandria, Minnesota**

And

**Minnesota School Employees Association
Secretarial/Administrative Assistants**

July 1, 2023 – June 30, 2025

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AGREEMENT BETWEEN
INDEPENDENT SCHOOL DISTRICT NO. 206
AND
MINNESOTA SCHOOL EMPLOYEES ASSOCIATION
SECRETARIAL UNIT

ARTICLE I

PURPOSE

This agreement is entered into between Alexandria Public Schools, Alexandria, Minnesota, hereinafter referred to as the School District, and the MINNESOTA SCHOOL EMPLOYEE'S ASSOCIATION, hereinafter referred to as exclusive representative, pursuant to and in compliance with the Public Employment Labor Relations Act as amended, hereinafter referred to as the P.E.L.R.A., to provide the terms and conditions of employment for all Secretarial employees employed by Alexandria Public Schools who are public employees within the meaning of the P.E.L.R.A., excluding supervisory, confidential and all other employees.

ARTICLE II

RECOGNITION OF EXCLUSIVE REPRESENTATIVE

Section 1. Recognition:

The School District recognizes the Minnesota School Employees Association as the exclusive bargaining representative for all secretaries within the appropriate bargaining unit.

Section 2. Appropriate Unit:

The exclusive representative shall represent all secretaries of the School District who are employed 14 hours per week or 35% of the normal workweek in the classification of the unit. Supervisory and confidential employees as determined by the Bureau of Mediation Services shall be excluded from the unit.

ARTICLE III

DEFINITIONS

Section 1. Terms and Conditions of Employment:

The term "terms and conditions of employment" means the hours of employment, the compensation therefore including fringe benefits except retirement contributions or benefits other than School District payment of, or contribution to, premiums for group insurance coverage for retired

employees, and the School District’s personnel policies affecting the working conditions of the employees. “Terms and conditions of employment” is subject to the provisions of the P.E.L.R.A.

Section 2. Description of Appropriate Unit:

For purposes of this Agreement, the term appropriate unit shall mean all secretarial employees, employed by the School District who are public employees within the meaning of P.E.L.R.A., excluding supervisory, confidential and all other employees. Positions covered by this unit shall be 14 hours or more per week.

Section 3. School District:

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

Section 4. Other Terms:

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

ARTICLE IV

MANAGEMENT RIGHTS

Section 1. Inherent Managerial Rights:

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

Section 2. Reservation and Managerial Rights:

The foregoing enumeration of board rights and duties shall not be deemed to exclude other inherent management rights. Management functions not expressly delegated in this Agreement are reserved to the School District.

ARTICLE V

EMPLOYEE RIGHTS

Section 1. Payroll Deductions:

Pursuant to Minn.Stat. § 179A.06, the Employer will deduct from the regular payroll: Association dues for those employees in the bargaining unit who are members of the Association and who have requested in writing to have their regular Association dues paid by payroll deduction.

Sub. 1.: Employers must commence deductions within 30 days of notice of authorization from the exclusive representative and must remit the deductions to the exclusive representative within 30 days of the deduction. The failure of an employer to comply with the provisions of this paragraph shall be an unfair labor practice under section 179A.13, the relief for which shall be reimbursement by the employer of deductions that should have been made or remitted based on a valid authorization given by the employee or employees.

Subd. 2. Remission of Withheld Funds: The aggregate of funds deducted and withheld from all employees in the bargaining unit shall be remitted by the Employer together with an itemized statement to the Minnesota School Employees Association no later than thirty (30) days following the end of each payroll period.

Sub. 3. Bargaining unit information: Within 20 calendar days from the date of hire of a bargaining unit employee, a public employer must provide the following contact information to an exclusive representative in an Excel file format or other format agreed to by the exclusive representative: name; job title; worksite location, including location within a facility when appropriate; home address; work telephone number; home and personal cell phone numbers on file with the public employer; date of hire; and work email address and personal email address on file with the public employer.

Sub. 4.: Every 120 calendar days, a public employer must provide to an exclusive representative in an Excel file or similar format agreed to by the exclusive representative the following information for all bargaining unit employees: name; job title; worksite location, including location within a facility when appropriate; home address; work telephone number; home and personal cell phone numbers on file with the public employer; date of hire; and work email address and personal email address on file with the public employer.

Sub. 5.: A public employer must notify an exclusive representative within 20 calendar days of the separation of employment or transfer out of the bargaining unit or a bargaining unit employee.

Section 2. Right to Views:

Nothing contained in this Agreement shall be construed to limit, impair or affect the right of any secretarial employee or their representative to the expression or communication of a view, grievance, complaint or opinion on any matter related to the conditions or compensation 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; nor shall it be construed to require any employee to perform services or labor against the secretarial will.

Section 3. Right to Join:

Secretarial employees shall have the right to form and join a labor organization and shall have the right not to form and join such organizations. Secretarial employees, in an appropriate unit shall have

the right by secret ballot to designate the Exclusive Representative for the purpose of negotiating grievance procedures and the terms and conditions of employment.

Section 4. Employee Bulletin Boards:

The School District shall continue to make available bulletin board space in convenient places in the work areas for the purpose of posting exclusive representative information.

Section 5. Access to School District Facilities:

The exclusive representative and its members shall have access to School District facilities for the purpose of conducting business of the exclusive representative during non-working hours.

ARTICLE VI

SENIORITY

Section 1. Definition:

Seniority shall be defined as the preference to which a secretarial employee is entitled to in connection with lay-off and recall, in recognition of the secretary's length of service with the School District in the position covered by this agreement.

Subd. 1. Classification Seniority: Classification seniority will be defined as the length of continuous service an employee has served in a particular classification covered by this Agreement.

Subd. 2. Qualified: Qualified shall be defined as meeting Proficient or Distinguished in all competency areas as determined through the performance review process.

Section 2. Performance Review Process:

Subd. 1.: Each Secretary will receive an annual formal performance review from their immediate supervisor.

Subd. 2.: Any secretary receiving an unsatisfactory rating in any of the competency areas will be considered "unqualified" and will work with their immediate supervisor to develop an Improvement Plan specific to the area/s. The Improvement Plan will be reviewed with the secretary on a monthly basis.

Section 3. Loss of Seniority:

Seniority shall be lost by any of the following:

1. Voluntary quit.

2. Discharge, for just cause.
3. Lay-off for more than 24 months.
4. Failure to indicate willingness to return to work within fourteen (14) working days of receiving written certified notification of recall from lay-off.

Subd. 1. Lay-off/Recall: In the event of a lay-off, the employee with the least seniority in a particular classification will be laid off first. When a position is eliminated, the employee will have the right to bump (displace) the employee in the same classification with the least seniority across the work group or, if necessary, the employee in a lower classification with the least seniority provided the employee is qualified to do the work.

Secretaries shall be recalled in reverse order of lay-off; the last employee laid off will be the first recalled.

This section does not apply in those cases where a lay-off is due to a building being closed temporarily because of equipment breakdown, quarantine, loss of a utility or damages from natural or unnatural disasters.

Subd. 2.: In the event of a layoff, the District will notify the Exclusive Representative and the affected employee(s) as soon as possible, but no later than thirty (30) calendar days prior to the layoff becoming effective. If the District is unable to provide thirty (30) calendar days' notice, the affected employee(s) will receive payment in lieu of notice equal to their regular wages for the period between the notification date and the effective date of the layoff, up to a maximum of thirty (30) days.

Section 4. Job Openings:

Subd. 1.: Seniority as defined in Section 1. will be a consideration for secretarial employees who apply for a job opening. In the event of a job opening, the job shall be announced electronically for a period of five (5) calendar days and secretarial employees in the bargaining unit, who are qualified, as defined in Section 1., may apply for the position. Secretaries in their initial probationary period may not apply for other secretarial openings unless they request and are granted a performance review from their immediate supervisor and the review shows all competencies to be in the proficient or distinguished categories.

If a position has an increase in hours sufficient enough to create a position that offers benefits or if the position has an increase of two (2) or more hours per day in any twelve (12) month period, it shall be posted in accordance with Article VI., Section 3., Subd. 1.

Subd. 2. Written Notice of Interest: When a position is open or a new position created, employees will be given the first opportunity to fill the position in accordance with the procedure in Subd. 3. If no employee serves notice of interest or is qualified for the position, outside applicants will be considered in accordance with the procedure outlined in Subd. 3.

Subd. 3. Filling vacancies: for all positions (promotions, lateral moves or demotions):

Qualifications: All applicants must meet the minimum qualifications for the position as outlined in the job posting. The district will consider a combination of factors to select the best candidate for the vacancy including:

- Work Experience: relevant experience performing the duties of the new position.
- Education: Education and training relevant to the position's requirements.
- Performance: Past performance evaluations demonstrating the ability to meet or exceed expectations.
- Supervisor's Input: Supervisor's assessment of the applicant's suitability of the role based on their knowledge and experience.
- Seniority: While longevity is valued within the district, it will be considered alongside other factors.

For promotions to higher level positions, the district will also consider the complexity of the new role compared to the applicant's current position.

The District is committed to a transparent selection process, which may involve interviews, skills assessments, and/or reference checks. All qualified applicants will be given a fair opportunity to be considered for the vacancy. In the event there are equally qualified candidates, seniority may be used as a tiebreaker.

All applications must be submitted online through the district website.

Employees that were not selected for the position will be given an opportunity to request feedback from the hiring manager.

Section 5. Seniority List:

The School District agrees to prepare and post seniority lists of all secretarial employees covered by this Agreement. The Seniority List shall be prepared and posted every year in January on the Staff Internet. Unless a written and dated statement challenging the seniority standing of any secretarial employee is filed within fifteen (15) working days after the date the Seniority List is posted, the seniority standing of the food service employees as shown on such Seniority List shall be deemed to be correct.

Subd. 1. Seniority Ties: In the event more than one employee has the same seniority date, seniority ranking shall be determined by the employee ID number assigned by the District at the time of hire.

Section 6. Transfers:

The District reserves the right to transfer employees for legitimate business reasons, including, but not limited to, temporary organizational changes, restructuring, or performance concerns. This right is exercised at the District's sole discretion and does not require employee consent.

Prior to any transfer, the district will see to minimize disruption. The affected employee will be notified in writing, outlining the reasons for the transfer and options available. A copy of the notice will be provided to the exclusive representative.

If an employee is transferred under this provision and is required to transfer either voluntarily or involuntarily, the affected person may return to the secretary's original position if it becomes vacant within 12 months from the effective date of the original transfer.

ARTICLE VII

PROBATIONARY PERIOD

Section 1. Probationary Period:

Any secretarial employee under the provisions of this Agreement shall serve a probationary period of (1) one year of continuous service in the school district under to provision of the agreement. At any time during the initial (1) one-year probationary period the School District shall have the right to suspend without pay, discharge without cause or otherwise discipline such employee. However, a probationary employee shall have the right to bring a grievance on any other provisions of the contract alleged to have been violated. If an employee receives a promotion within the secretary's initial probation period, they shall serve out the remainder of the one (1) year plus sixty (60) working days.

Section 2. Probationary Period; Change of Position:

In addition to the initial probationary period, a secretarial employee awarded a new position into a lateral transfer or lower classification shall serve a new probationary period of 90 working days. During the 90-working day probationary period, if it is determined that the employee's performance is unsatisfactory, the School District may take one of the following actions:

- Reassign the employee to a different position that is suitable for the employee's skills and qualifications.
- Extend the probationary period, by notifying the employee in writing, for up to an additional 45 days to continue to monitor performance and provide feedback.

Section 3. Probationary Period; Change of Position (Promotion to Higher Classification):

In addition to the initial probationary period, a secretarial employee awarded a new position into a higher classification shall serve a new probationary period of 6 months. A performance evaluation will be conducted by the District upon the mid-point of the 6-month probationary period by the immediate supervisor of the employee, to provide performance feedback and coaching.

Subd. 1. Expressing Interest in Open Positions During the Probationary Period: A secretarial employee may express interest in an open position during their probationary period, however the district reserves the right to request a performance review from their current supervisor/manager to demonstrate "proficient or distinguished" rating in all competency areas.

Section 4. Completion of Probationary Period:

An employee who has completed the initial probationary period may be suspended without pay or discharged only for cause and shall have access to the grievance procedure.

ARTICLE VIII

DISCIPLINE

Section 1. Discipline:

Subd. 1. Just Cause: Disciplinary action may be imposed upon an employee only for just cause.

Subd. 2. Minor infractions: Initial minor infractions, irregularities or deficiencies shall be accomplished in a confidential manner.

Subd. 3. Grievance Procedure: Any unjust disciplinary action imposed upon an employee may be processed through the grievance procedure.

Subd. 4. Normal Disciplinary Procedures: The normal disciplinary procedure shall be as follows:

- (1) Oral reprimand, accompanied by a written directive clarifying expectations.
- (2) Written reprimand (Copy to exclusive representative office)
- (3) Suspension or Demotion (Copy to exclusive representative office)
- (4) Discharge (Copy to exclusive representative office)

Subd. 5. Written Reprimand: When any disciplinary action more severe than an oral reprimand is intended, the School District shall, before or at the time such action is taken, notify the employee in writing of the specific reason(s) for such action, with a copy to the exclusive representative – office.

Section 2. Right to Union Representation:

Subd. 1. Union Present: The employee shall have the right to have Union representation during an investigation that may lead to suspension, demotion or discharge action.

Subd. 2. Right to Grieve: The exclusive representative shall have the right to take up a suspension and/or discharge or demotion as a grievance at the second (2nd) step of the grievance procedure and the matter shall be handled in accordance with the grievance procedure through the arbitration step if deemed necessary.

Section 3. Discharge of Non-Probationary Secretaries:

The School District shall not discharge any non-probationary employee without just cause.

Section 4. Probationary Secretaries:

The School District shall notify the employee in writing, with a copy to the exclusive representative office, of the reason(s) for discharge. Probationary employees may have the exclusive representative process the grievance on discharge through Step 3 of the Grievance Article, but such grievances shall not be subject to the arbitration provisions of this Agreement.

ARTICLE IX

PERSONNEL RECORDS

Section 1. Oral Reprimands:

An oral reprimand with written directives and corrections shall become part of an employee’s personnel record. After 3 years from the date of the oral reprimand, a secretary may request to have this oral reprimand with directives removed from their file. This document may be removed if there has not been any other disciplinary actions of the same nature placed in the file.

Section 2. Copy of Record:

Each employee will be furnished with a copy of all evaluative and disciplinary entries into the secretary’s personnel office record and shall be entitled to have their written response included therein. All disciplinary entries in the personnel office record shall state the corrective action expected of the employee.

Section 3. Right to View Record:

The contents of an employee’s personnel office record shall be disclosed to them upon the secretary’s request and to the exclusive representative upon the written request.

ARTICLE X

VACATIONS

Section 1. Eligibility:

This Article will apply to all employees covered by this agreement who work 30 or more hours per week.

- Secretaries who work less than 239 days will accrue on a prorated basis according to their assigned work hours and duty days.

- New hired employees will begin to earn vacation after 3 months.
- District employees that transfer from another work group will begin to earn vacation under this agreement immediately upon transfer.
 - Total years of service in the district (excluding service as a substitute) will be applied for accrual purposes.
- Upon separation of employment accrued vacation balances will be paid out on the final paycheck.

Section 2. Earned Vacations:

Eligible employees that work eight (8) hours per day and are employed for at least 240 days per year shall accrue vacation according to the schedule below. Monthly accruals will be prorated for employees working less than 239 days and/or less than eight (8) hours per day.

- (Example: 8 hrs./day x .8334 = 6.672 hrs./month x 12 months x 1.00 FTE = 80 hrs.)
- (Example: 7 hrs./day x .8334 = 5.83 hrs./month x 12 months x .80 FTE = 55.97 hrs.)

Accrued and unused vacation leave may not exceed the maximum upon the end of the fiscal year, set forth in the table below, nor may it be carried over to a subsequent contract year.

Year of Service	Monthly Accrual Rate (Hours)*	Maximum July 1 Accrual (Hours) Proposal
After 3 Months	0.8334	160 – 240-260 Days
1	0.8334	120 – Less than 239 Days
2	0.8334	
3	1.0	192 – 240-260 Days
4	1.0	144 – Less than 239 Days
5	1.0	
6	1.25	240 – 240-260 Days
7	1.25	180 – Less than 239 Days
8	1.25	
9	1.25	
10	1.25	
11	1.667	320 – 240-260 Days
12	1.667	240 – Less than 239 Days
13	1.667	
14	1.667	
15	1.667	
16-25	2.0834	400 – 240-260 Days 300 – Less than 239 Days
26+	2.3340	400 – 240-260 Days 300 – Less than 239 Days

*Prorated for employees working less than 239 days and/or less than 8 hours per day.

Section 3. Vacation Use:

Subd. 1.: Vacation for employees will be granted upon completion of three months of employment and earned monthly thereafter.

It is the intent of Alexandria Public Schools to provide reasonable opportunity for employees to schedule and take vacation time during the 12-month period, which does not disrupt the workflow.

Subd. 2.: The scheduling of all vacation time shall be at employee request subject to administrative approval.

Section 4. Vacation Accumulation:

The maximum accumulation can be exceeded if in the judgement of the Human Resource Director the best interest of the District would be served by waiving the maximum.

ARTICLE XI

HOLIDAYS

Section 1. Applications:

To receive paid time off for Juneteenth and July 4th, the secretary's schedule must include working days both before and after each holiday. If a position doesn't require the secretary to work during those weeks, they will not receive paid holiday time for these specific holidays.
School Year Considerations:

During the school year, the District understands most positions follow student schedules. As a result, secretaries are not required to schedule additional workdays during this period to qualify for holiday pay.

Any paid holiday which falls within an employee's vacation period shall not be counted as a vacation day.

Subd. 1. Paid Holidays: Secretaries will be granted the following paid holidays: New Year's Day, Good Friday, Memorial Day, Juneteenth, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving, Christmas Eve Day, Christmas Day and New Year's Eve Day.

Section 2. Weekends:

Holidays that fall on Saturday will be observed on Friday, holidays that fall on Sunday will be observed on Monday.

Section 3. Part-Time Secretaries:

Less than 12-month employees will be paid for the holidays that occur during their normal work year.

ARTICLE XII

GENERAL PROVISIONS

Section 1. Staff Development:

Secretaries required by the district to attend staff development activities will be reimbursed as per the district's travel policy.

Section 2. Continuing Education:

When the District requests secretarial employees to attend continuing education classes, employees shall be paid their regular rate of pay for actual classroom time. Registration fee or course tuition will be paid by the District. These classes shall be job related and attendance approved in advance by the immediate supervising administrator.

All requests for continuing education received from the employee are subject to approval by the immediate supervising administrator. Secretaries may be released from their regular workday to attend. The district will pay the registration or tuition fee only.

A request for leave beyond three (3) days yearly maximum must be submitted in writing to the immediate supervising administrator no less than five (5) working days before the date(s) of the requested leave.

Section 3. Job Vacancy:

Job vacancies will be posted online on the school district website.

Section 4. Unit Steward:

The secretarial group will have two district unit steward representing the secretarial team in district level planning. The members will be elected because of their leadership in the group and desire to work to make Alexandria Public Schools a better place for all learners. The unit stewards will take part in district planning sessions and communication back to the members of the group. Compensation for each unit steward will be \$250/year divided over the months of October through May.

ARTICLE XIII

HOURS OF SERVICE

Section 1.:

Basic Work Week: Will consist of five consecutive days.

Basic Work Day: The basic workday will consist of consecutive hours excluding any unpaid lunch period.

Section 2.:

The School District will determine the work shifts.

Section 3. Part-time Employee:

The School District reserves the right to hire part-time employees, as they deem necessary. The Employer will offer part-time employees additional hours (up to 40) to employees who are currently working less than 8 hours per day and/or 40 hours per week whenever possible.

Section 4. Overtime:

Subd. 1.: An employee will be paid overtime for all hours worked in excess of 40 hours per week.

Subd. 2.: Overtime will not be paid unless hours are pre-authorized by the immediate supervising administrator.

Subd. 3.: In the event a work week needs to include flexible working hours, to accommodate the district or employee, the employee and supervisor should work together to adjust their schedule for the week impacted.

Section 5. Working Out of Classification:

Whenever an employee is assigned by an administrator prior to the work being done for an absent employee in a higher salary classification for a period of five accumulated days per year, that employee will be paid an additional \$1.00 per hour for all hours worked for the absent employee. These hours shall be recorded on a timecard and submitted to their supervising administrator for approval and submission to payroll.

Section 6. Breaks:

The employer shall provide rest breaks in accordance with MN Statute 177.253 and provide meal breaks in accordance with MN Statute 117.254.

ARTICLE XIV

RATES OF PAY

Section 1. Rates of Pay:

The following wages will be in effect.

Steps will not be automatic as they were in the past. Step increments will be subject to negotiations.

An employee moving to a lower or higher classification shall be placed on the same step and increment in the new class as they were on in the old class.

2023-2024 Salary Schedule					
	Secretary I	Secretary II	Secretary III	Secretary IV	Secretary V
Step 1	\$20.93	\$21.24	\$22.48	\$23.66	\$24.28
Step 2	\$21.14	\$21.44	\$22.74	\$23.94	\$24.56
Steps 3-6	\$21.59	\$21.89	\$23.19	\$24.39	\$25.01
Steps 7-10	\$22.04	\$22.34	\$23.64	\$24.84	\$25.46
Steps 11-14	\$22.49	\$22.79	\$24.09	\$25.29	\$25.91
Steps 15-18	\$22.94	\$23.24	\$24.54	\$25.74	\$26.36
Steps 19-22	\$23.39	\$23.69	\$24.99	\$26.19	\$26.81
Steps 23-26	\$23.84	\$24.14	\$25.44	\$26.64	\$27.26
Steps 27-30	\$24.29	\$24.59	\$25.89	\$27.09	\$27.71
Steps 31-34	\$24.74	\$25.04	\$26.34	\$27.54	\$28.16
Steps 35-38	\$25.19	\$25.49	\$26.79	\$27.99	\$28.61
Steps 39-42	\$25.64	\$25.94	\$27.24	\$28.44	\$29.06
Steps 43-46	\$26.09	\$26.39	\$27.69	\$28.89	\$29.51
Steps 47-50	\$26.54	\$26.84	\$28.14	\$29.34	\$29.96
Steps 51-54	\$26.99	\$27.29	\$28.59	\$29.79	\$30.41

2024-2025 Salary Schedule					
	Secretary I	Secretary II	Secretary III	Secretary IV	Secretary V
Step 1	\$21.98	\$22.30	\$23.60	\$24.84	\$25.49
Step 2	\$22.20	\$22.51	\$23.88	\$25.14	\$25.79
Steps 3-6	\$22.65	\$22.96	\$24.33	\$25.59	\$26.24
Steps 7-10	\$23.10	\$23.41	\$24.78	\$26.04	\$26.69
Steps 11-14	\$23.55	\$23.86	\$25.23	\$26.49	\$27.14
Steps 15-18	\$24.00	\$24.31	\$25.68	\$26.94	\$27.59
Steps 19-22	\$24.45	\$24.76	\$26.13	\$27.39	\$28.04

	Secretary I	Secretary II	Secretary III	Secretary IV	Secretary V
Steps 23-26	\$24.90	\$25.21	\$26.58	\$27.84	\$28.49
Steps 27-30	\$25.35	\$25.66	\$27.03	\$28.29	\$28.94
Steps 31-34	\$25.80	\$26.11	\$27.48	\$28.74	\$29.39
Steps 35-38	\$26.25	\$26.56	\$27.93	\$29.19	\$29.84
Steps 39-42	\$26.70	\$27.01	\$28.38	\$29.64	\$30.29
Steps 43-46	\$27.15	\$27.46	\$28.83	\$30.09	\$30.74
Steps 47-50	\$27.60	\$27.91	\$29.28	\$30.54	\$31.19
Steps 51-54	\$28.05	\$28.36	\$29.73	\$30.99	\$31.64

If a new employee works six (6) or more months prior to June 30, they will move to the next step on the salary schedule on July 1.

Secretarial Classes are as follows:

Level	Position
II	Secretary
II	Food Service Secretary
II	Special Education Secretary
II	Middle School Activities Secretary
II	Attendance Secretary
II	Early Education Secretary
II	Adult Basic Education Secretary
II	Guidance Office Secretary
III	Food Service Administrative Assistant
IV	School Building Administrative Assistant
IV	Student Support Services Administrative Assistant
IV	Community Education Administrative Assistant
IV	High School Activities Secretary
IV	Accounts Payable/Accounts Receivable Technician
IV	MARSS & Central Enrollment Coordinator
V	Teaching & Learning Administrative Assistant

Criteria for Secretarial:

Applicants must be a graduate of an accredited post-secondary institution's secretarial program or have received extensive training related to secretarial skills. Previous secretarial experience will also be considered. Pre-employment secretarial testing may be administered by the district.

Criteria for Secretarial Advancement:

Secretaries expressing interest in a higher position, in addition to the aforementioned criteria, the District reserves the right to administer an advanced skills test. Advance skills will be documented in the internal posting.

Placement of a position and required skills are not grievable but will be addressed through the negotiations process.

ARTICLE XV

GROUP INSURANCE

Section 1. Selection of Carrier:

The selection of the insurance carrier and policy shall be made by the District.

Subd. 1. Eligibility: For the purpose of this article, any employee whose regular work schedule is 30 or more hours per week in a regularly established position will be eligible for insurance benefits.

Section 2. Health Insurance:

The School District shall contribute a sum of up to \$645.50 effective 07/01/2023-2024 per month for months worked toward the premium cost for family or single coverage for each regular secretarial employee who qualifies for, and is enrolled in, the school district group health plan. Effective 7/1/2024-2025 for employees working 240-260 days per year the School District will contribute \$700 for single coverage and \$725 for family coverage per month. Employees working 239 days or less than school district will contribute \$525 for single coverage and \$543.75 for family coverage per month. Any additional cost of the premium shall be borne by the employee and paid by payroll deduction. Eligible insurance benefits will be pro-rated over 12 months for those secretarial employees working less than 12 months.

If the secretary elects a high deductible health plan that is compatible with a Health Savings Account (H.S.A.) and the cost of the plan is less than the district contribution, the difference will be deposited into an H.S.A. or V.E.B.A. account.^[CC1]

Section 3. Life Insurance:

The School District shall pay up to \$8.50 per month for months worked towards a \$50,000 group term life insurance policy for all eligible employees. If the employee is employed beyond age 65, the face amount of insurance will reduce by 8% each year thereafter.

Section 4. Long Term Disability:

Effective 7/1/2002 eligible employees (working thirty [30] hours or more per week) must participate and will pay the full premium for long-term disability coverage.

Section 5. Dental Insurance:

The School District shall pay up to, but not exceed, \$40.00 per month for months worked toward the premium for dental insurance. Eligible insurance benefits will be pro-rated over 12 months for those secretarial employees working less than 12 months. Effective 7/1/2024 the School District will contribute \$40 per month for employees working 240-260 days per year and \$30 per month for employees working 239 days or less per year.

Section 6. Duration of Insurance Contribution:

A secretarial employee is eligible for the employer contribution as provided in this Article as long as the employee is employed by the school district. Upon termination of employment, all employer participation and contributions shall cease effective on the last working day.

Section 7. Early Retirement:

Subd. 1.: Effective 7/1/2023 a secretarial employee who applies for early retirement under PERA and has at least 10 years of service with the district will be eligible to remain in the existing group health plan. They shall remain eligible for the district contribution toward family or single coverage, whichever was in effect at the time of retirement. The board will contribute the dollar amount equal to working active members of the unit pro-rated accordingly toward health insurance excluding any H.S.A. or V.E.B.A. contributions, until the end of the month preceding the month in which the employee becomes eligible for Medicare-Medicaid benefits.

Post Retirement Benefits:

- Employees hired after July 1, 2014, will not receive a defined health insurance benefit at the time of retirement under current retirement qualifications.
- Employees hired after July 1, 2014, will receive a defined contribution from the School District as follows: (Employees with 10 years or less under the Secretarial agreement may opt to the following by September 1, 2024).
 - The School District will contribute \$500.00 per year for years four (4) through seven (7); a contribution of \$1,000.00 per year for years eight (8) through ten (10); a contribution of \$1,500.00 per year for years eleven (11) through twenty (20) and a contribution of \$2,000.00 per year for years twenty-one (21) through twenty-five (25). School District contributions will not exceed \$30,000.00 per employee. Contributions will be made for eligible, active employees at a pro-rated amount upon completion of each school year and contributed to the vested School District sponsored Health Reimbursement Account (HRA) in June of each year.
 - The School District contribution and accrued interest earnings will be subject to a 15-year vesting schedule and available to the employee after successful completion of a minimum of 15 years of service and the employee meets the retirement guidelines and separates from service.

Upon retirement, all School District contributions will cease. If separation of service occurs at any time prior to successful completion of the employee's 15th year of services, the School District's contribution and any accrued interest earnings are forfeited and will be used by the School District to offset the required School District contribution amount for current and future employees. Upon the completion of 15 years of service the employee is considered fully vested (owns all funds outright) and the employee, upon meeting retirement qualifications, will receive the HRA funds as outlined above.

- The School District will contribute the full premium which is in effect at the time of retirement for a \$10,000 life insurance policy. The policy will be through the School District's group insurance carrier and will cease at age 65. If the premium cost rises above the level of the School District's funding, the retiree will pay the difference in the premium costs.

Subd. 2.: In the event that a secretary retires and meets the criteria of Subd. 1. above, during the negotiations of the open contract, they will receive retroactive pay if it is applicable to the time the retiree worked.

Section 8. Severance:

Eligibility: School district secretaries who are **at least 59.5 years old** and retire are eligible for a retirement benefit based on their years of continuous service and annual salary. The calculation is as follows:

- **15 years of service:** You will receive 30% of your annual salary earned in the 12 months prior to retirement.
- **20 years of service:** You will receive 40% of your annual salary earned in the 12 months prior to retirement.
- **25 years of service:** You will receive 50% of your annual salary earned in the 12 months prior to retirement.

The employee will receive the retirement pay in a lump sum in January of the following year. The actual cost of this benefit paid in the base year will be included in future base cost calculations.

If the employee is deceased and has retirement pay pending, the employee's beneficiary will receive the retirement pay.

ARTICLE XVI

LEAVES OF ABSENCE

Section 1. Sick Leave:

Each secretary in this unit shall have the following paid sick leave for personal illness or accident:

Eligibility: Each secretary in this unit will accrue sick leave based on the contracted number of days worked in a school year.

1. Based upon the number of contracted days worked in a school year, an employee may be eligible for up to 104 hours per school year. Secretaries working less than 12 months will have their sick leave pro-rated. (Sick leave accumulates at the rate of 1.083 per month x hrs. per day.) Any unused sick leave will accumulate to a maximum of 120 days x their daily hours worked.

2. All sick leave used during the year will be deducted from the accumulated sick leave hours.

3. Employees who reach the maximum (120 days x their daily hours worked) accrual of sick leave will be eligible to receive compensation of the current sub rate for unused sick days “earned” in excess of maximum hours as of June 30 of each contract year payable in July.

4. Certificates of illness by the attending physician may be required of all absences of more than three days duration. Sick leave pay shall be approved only upon entry of absence into the Employee Absence Management System.

5. Any individual who is unable to perform their duties because of personal illness or disability and who has exhausted all accumulated paid sick leave available or has become eligible for long-term disability benefits shall upon request be granted a medical leave of absence of up to one-year duration without pay. The School Board may, at its discretion, extend such leave upon written request. A request for medical leave of absence or extension thereof shall be accompanied by a written doctor’s statement outlining the condition of health and estimated duration of incapacity.

6. Any employee may use personal sick leave benefits provided by the school district for absences due to an illness of the employee’s child for such reasonable period as the employee’s attendance with the child may be necessary; on the same terms the employee is able to use sick leave benefits for the employee’s own illness. Certificates of illness by the attending physician may be required for all absences of more than three (3) days duration.

Child is defined in M.S. 181.940, Subd. 4, as an individual under 18 years of age or an individual under age 20 who is still attending secondary school.

Section 2. Worker’s Compensation:

Subd. 1.: When 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.

Subd. 2.: A deduction shall be made from the employee's accumulated vacation or sick leave accrual time according to the pro-rata portion of days of sick leave or vacation time, which is used to supplement worker's compensation, unless the employee requests the deduction not be taken.

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 normal compensation of the employee.

Section 3. Bereavement Leave:

Up to three (3) days of bereavement leave, charged to sick leave, will full salary, may be used in each year in the event a secretarial employee is absent due to the death in the immediate family (parents, brothers, sisters, children, husband, wife, grandparents, grandchildren or same by law or an immediate member of the household). The employee, with the consent of the Human Resources Director, may be granted an extension of bereavement leave.

In the case of a death of anyone not specifically addressed above, the district will provide a secretary one (1) day of bereavement leave each school year to attend a funeral or memorial service. This additional day shall not be accumulated from year to year and will be deducted from the employee's accumulated sick leave balance. A secretary scheduled less-than-fulltime shall receive proportionate bereavement leave consistent with the secretary's scheduled day.

Bereavement leave may be taken in ½ day or full day increments only.

Section 4. Military Leave:

Military leave shall be granted in accordance with Minnesota statutes.

Section 5. Jury Duty:

When summoned for jury duty, employees will receive paid leave, less the daily per diem amount they receive from the court system. Employees should submit a copy of the jury summons to their supervisor and enter their absences into the absence management system. Upon receipt of juror pay, the employee should provide a copy of the payment remittance to Payroll for the deduction of the daily per diem amount (excluding expenses).

Section 6. Unpaid Leaves:

Subd. 1. Child Care Leave: An employee will be granted childcare leave upon making a written application for such leave. The employee will submit a written request to the Building Administrator and the Human Resources Director three months prior to the commencement date of the leave except in an emergency. The welfare of the child and/or the employee will waive the advance notice requirement.

The beginning date of such leave and its duration shall be mutually agreed upon between the employee and the Human Resources Director.

Upon request by an employee on leave, the Human Resources Director may, but shall not be required to, permit the employee to return to employment prior to the date designated in the child care leave.

While on leave, the employee will have the option of continuing all insurance coverage to which the employee is entitled under the provisions of this contract by paying the full premiums for such coverage.

An employee on Child Care Leave for pregnancy may utilize sick leave pursuant to the sick leave provisions of the Agreement during a period of incapacity. The length of the incapacity will be determined by the attending physician. An employee will not be eligible for sick leave during a period of time covered by a child care leave if they are not incapacitated. A pregnant employee will also provide at the time of the leave application, a statement from her physician indicating the expected date of delivery.

Child care leave shall be without pay or fringe benefits, but an employee will retain their seniority rights.

The period of time for which the employee is on leave shall not be counted in determining the completion of the probationary period.

When an employee has been on leave, the employee will have the right to an equivalent position for which they are qualified. Insurance benefits will be reinstated for eligible employees on the first of the month following the return to work.

Subd. 2. Leave of Absence: An employee who is unable to work because of personal illness or disability and who has exhausted all accumulated paid sick leave available shall be granted an additional leave of absence without pay (excluding disability benefits) for the duration of such illness or disability up to one (1) year. The leave may be renewed each year upon written request to the School District by the employee.

ARTICLE XVII

GRIEVANCE PROCEDURE

Section 1. Definition:

A grievance is a claim by an employee, a group of employees or the Union that there has been a violation, misinterpretation or misapplication of any provision of this Contract.

Subd. A.: Every reasonable effort shall be made between the supervisors and employee to informally resolve the differences that may arise out of the interpretation of the practices of this agreement.

Subd. B.: A normal workday is Monday – Friday excluding Saturday, Sunday and holidays as listed in this work agreement.

Subd. 1. Level I: When an employee or group of employees represented by an exclusive representative has a grievance, the employee or an agent of the exclusive representative shall attempt to resolve the matter with the employee's immediate supervising administrator within 20 working days after the employee has had knowledge of the event or act giving rise to the grievance. A written grievance shall be submitted at Level I to the secretarial designated administrator who shall then attempt to resolve the matter and shall respond in writing to the grievant and the agent of the exclusive representative within five working days after the grievance is presented.

Subd. 2. Level II: Within ten (10) working days of receipt of the Level I decision, either the Union or grievant may appeal to the appropriate administrator the decision to the Superintendent. The appeal must be written and shall include the original complaint and all previous support statements, evidence and decisions.

Within ten (10) working days the Superintendent and his/her designee shall meet with the grievant and the Union and shall report their disposition of the grievance in writing with ten (10) work days of such meeting, to the grievant and the union.

If new violations and/or remedies are raised after Level II by the union or the employee, the process may, at the discretion of the superintendent or union, revert back to Level I.

Subd. 3. Level III: Within ten (10) working days of receipt of Level II decision, either the Union or grievant may appeal the decision to the Board of Education. Such appeal must be in writing and filed with the Clerk of the Board of Education and shall include the original complaint and all previous support statements, evidence and decision. The board or a committee designated by the board will hear the appeal within ten working days of receipt of the appeal.

The decision of the board or its committee will be submitted to the grievant no later than seven (7) working days after such meeting. A copy of such disposition shall be furnished to the grievant and the Union.

Subd. 4. Level IV.: If the Union is not satisfied with the disposition of the grievance by the School District, or if no disposition has been made within the period provided above, the grievance may be submitted to an impartial arbitrator. If the Union decides to go to arbitration, they shall notify the School District in writing within twenty (20) working days of receiving the School District's final answer under Level III. If the parties cannot agree on an arbitrator within seven (7) working days from the notification date that arbitration will be pursued, the grievant shall request a list of arbitrators from the Public Employees Labor Relations Board. The parties shall within twenty (20) working days of receiving a list of arbitrators alternately strike names until only one name remains and that person shall

be the arbitrator. If the parties are unable to agree on who shall strike the first name, the question shall be decided by a flip of a coin. The arbitrator shall have no power to alter, add to or subtract from the terms of this Agreement.

Section 2. Filing and Postmark:

The filing or service of any notice or document herein 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 3. Time and Limitation and Waiver:

Time limits may be extended by mutual agreement between the union and the school district.

Section 4.:

The fees and expenses of the arbitrator shall be shared equally by both parties.

Section 5.:

The time limits provided in this Article shall be strictly observed but may be extended by mutual agreement of the parties.

Section 6.:

All references to working days shall mean bargaining unit working days.

ARTICLE XVIII

GENERAL

Section 1. Reopening Negotiations:

If either party desires to modify or amend this Agreement commencing at its expiration, it shall give written notice of such intent no later than 90 days prior to said expiration. Unless otherwise mutually agreed, the parties shall not commence negotiations more than 90 days prior to the expiration of this Agreement.

Section 2. Effect:

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

Section 3. Savings Clause:

The Union and District recognize that all provisions of this Agreement are subject to laws of the State of Minnesota. Should any Article, section or portion thereof, of this Agreement be held unlawful and unenforceable, such decision shall apply only to the specific Article, section, or portion thereof directly specified in the decision and all other valid provisions shall remain in full force and effect.

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

Minnesota School Employees Association

Alexandria Public Schools

By _____
(Employee Negotiator)

By _____
(School Board Chairperson)

By _____
(Employee Negotiator)

By _____
(Superintendent)

By _____
(MSEA Field Representative)

By _____
(Director of Human Resources)

Dated this ____ day of _____, 2024

Dated this ____ day of _____, 2024