

MEMO TO: Board of Education
TOPIC: Special School Board Meeting
FROM: Steve D. Cairns, Superintendent
DATE: April 8, 2015

A Special School Board Meeting of the Board of Education will be held April 13, 2015 at 7:30 AM in the High School Room 101.

Agenda

1. CALL TO ORDER

A. Pledge - Chairman Broden

2. SCHOOL BOARD ACTION

A. District Health Insurance

B. Ratify MSEA Contract

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3. ADJOURNMENT

MSEA Negotiations Settlement for 2015-2017 Work Agreement

- Facilities – added a room and copier use at the high school.
- Insurance- offered health insurance to meet the ACA requirements.
- Sick Leave – changed language to match FMLA.
- Vacation – re-aligned years vacation is earned.
- Filling Vacancies – adjusted language on notifying union representative.
- Lunches – changed language regarding lunch accounts.
- Hourly Rates – added \$.50 on year 1 and \$.45 on year 2 for each step.

EMPLOYMENT AGREEMENT

BETWEEN

INDEPENDENT SCHOOL DISTRICT NO. #162

AND

MSEA

FOR PARAPROFESSIONAL AND

SECRETARIAL EMPLOYEES

BAGLEY, MINNESOTA

FOR THE YEARS

BEGINNING JULY 1, 2013~~15~~ THROUGH JUNE 30, 2015~~17~~

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AGREEMENT

ARTICLE I. PURPOSE

Section 1. Parties: This agreement is entered into between INDEPENDENT SCHOOL DISTRICT No. 162, Bagley, Minnesota, hereinafter referred to as the School District, and the MINNESOTA SCHOOL EMPLOYEES 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 secretaries and para - professionals employed by Independent School District No. 162, Bagley, who are public employees within the meaning of Minn. Stat. 179A.03, Subd. 14, excluding supervisory and confidential employees.

ARTICLE II. RECOGNITION OF EXCLUSIVE REPRESENTATIVE

Section 1. Recognition: In accordance with the P.E.L.R.A., the School District recognizes the Minnesota School Employees Association as the exclusive representative for secretaries and para - professionals employed by Independent School District No. 162, Bagley, who are public employees within the meaning of Minn. Stat. 179A.03, Subd. 14, excluding supervisory and confidential employees who are employed by the School District, which exclusive representative shall have those rights and duties as prescribed by the P.E.L.R.A. and as prescribed in the provisions of this agreement.

Section 2. Appropriate Unit: The exclusive representative shall represent all such employees of the school 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.

ARTICLE III. DEFINITIONS

Section 1. Terms and Conditions of Employment: The term " terms and conditions of employment " means the hours of employment, the compensation therefor including fringe benefits except retirement contributions or benefits other than employer payment of, or contribution to, premiums for group insurance coverage for retired employees, and the employer's personnel policies affecting the working conditions of the employees. "Terms and conditions of employment " is subject to the provisions of P.E.L.R.A.

Section 2. Description of Appropriate Unit: For purposes of this Agreement, the term secretaries and para - professionals shall mean all persons in the appropriate unit employed by the school district in such classifications excluding the following: confidential employees, supervisory employees, essential employees, part - time employees whose services do not exceed the lesser of 14 hours per week or 35 percent of the normal work week in the employee's classification in the bargaining unit, employees who hold positions of a temporary or seasonal character for a period not in excess of 67 working days in any calendar year and emergency employees.

Section 3. School District: For purposes of administering this Agreement, the term "School District " shall mean the School Board or its designated representative.

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. SCHOOL BOARD RIGHTS

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

Section 2. Management 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 opportunity for the students of the school district.

Section 3. Effect of Laws, Rules and Regulations: The exclusive representative recognizes that all employees covered by this Agreement shall perform the services and duties prescribed by the school board 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. The exclusive representative also recognizes that the school board, all employees covered by this Agreement, and all provisions of this Agreement are subject to the laws of the State of Minnesota, Federal laws, rules and regulations of the State Board of Education, and valid rules, regulations and orders of State and Federal governmental agencies. Any provision of this Agreement found to be in violation of any such laws, rules, regulations, directives or orders shall be null and void and without force and effect.

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

ARTICLE V. EMPLOYEE RIGHTS

Section 1. Rights to Views: Nothing contained in this Agreement shall be construed to limit, impair or affect the right of any employee or 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. Right to Join: Pursuant to P.E.L.R.A., employees shall have the right to form and join labor or employee organizations, and shall have the right not to form and join such organizations. Employees in an appropriate unit shall have the right by secret ballot to designate an exclusive representative for the purpose of negotiating grievance procedures and the terms and conditions of employment for employees of such unit with the school district.

Section 3. Request for Dues Check Off: The exclusive representative shall be allowed dues check off for its members, provided that dues check off and the proceeds thereof shall not be allowed to any exclusive representative that has lost its rights to dues check off. Upon receipt of a properly executed authorization card of the employee involved, the school district will deduct from the employee's pay check the dues the employee has agreed to pay to the employee organization in 9 equal installments, beginning with the first pay period in September or the first pay period after the start of employment for new members.

Section 4. Fair Share Fee: In accordance with the P.E.L.R.A., any employee included in the appropriate unit who is not a member of the exclusive representative may be required by the exclusive representative to contribute a fair share fee for services rendered as exclusive representative. The fair share fee for any employee shall be in an amount equal to the regular membership dues of the exclusive representative, less the cost of benefits financed through the dues and available only to members of the exclusive representative, but in no event shall the fee exceed 85% of the regular membership dues. The exclusive representative shall provide written notice of the fair share fee assessment to the Commissioner, the school district, and to each employee to be assessed the fair share fee.

A challenge by an employee or by a person aggrieved by the assessment shall be filed in writing with the Commissioner, the school district, and the exclusive representative within thirty (30) days after receipt of the written notice. All challenges shall specify those portions of the assessment challenged and the reasons therefore, but the burden of proof relating to the amount of the fair share fee shall be on the exclusive representative. The school district shall deduct the fee from the earnings of the employee and transmit the fee to the exclusive representative thirty (30) days after the written notice was provided, or in the event a challenge is filed, the deductions for a fair share fee shall be held in escrow by the school district pending a decision by the Commissioner, Bureau of Mediation Services ("BMS"), or Court. Any fair share challenge shall not be subject to the grievance procedure.

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

Section 5. Personnel Files: Members of the unit upon written request to the supervisor having custody of the file, have the right to review the contents of his or her own personnel file and evaluations. Members of the unit shall have the right to reproduce, at his or her own expense, any of the contents of his or her own file. Each member of the unit shall have the right to submit for inclusion in his or her own file written information in response to any material in the file and such information shall become part of the file.

Section 6. Access to School Facilities: The exclusive representative and its members shall have access to the elementary library and the copier in the reading resource room **or the high school library and the copier in the copy room** for the purpose of conducting association business up to 9:30 p.m. on days school is in session. The association shall pay the district ten cents per page for copies made on the copier. Employees shall not conduct association business during duty hours without the express prior consent of the superintendent.

ARTICLE VI. RATES OF PAY

Section 1. Rates of Pay: The wages and salaries reflected in the attached Appendix A shall be a part of the agreement for the period commencing July 1, 2013~~15~~ to June 30, 2015~~17~~.

Section 2. Pay Checks: Pay Checks shall be issued to employees on the last work day of each month. In the event the district would convert any other group, certified or non-certified, to twice a month paychecks the district would then convert the unit employees to said schedule.

Section 3. Advancement on Salary Schedule: Employees shall advance on the salary schedule according to the periods of service indicated thereon on July 1st of each year of this Agreement. In the event a successor agreement is not entered into prior to the expiration of this agreement, an employee shall be compensated according to the current rate until a successor agreement is entered into.

Section 4. Beginning Salary: The past experience of a new employee will be evaluated by the Personnel Office who will recommend an appropriate step on the salary schedule. Upon the request of MSEA, its representatives may meet with the Superintendent to discuss any placement at or above Step #3.

Section 5. Pay Rate for Temporary Job: An employee required to fill a higher rate job temporarily shall receive the higher rate of pay after 30 calendar days retroactive to the first day of the assignment. An employee required to fill a lower rate job temporarily shall receive his/her regular rate while on that job

Section 6. Change of Classification: Employees advancing to a position in a higher salary range enter the higher salary range at the rate of the lowest number of Steps which would result in the employee receiving no decrease in rate due to the advancement.

Employees moving to a position in a lower salary range shall not have a reduction in their rate of pay. Experience at the former level shall be granted in the new position. The rate of pay shall be frozen at the previous level until such time as the actual rate of pay determined by the salary schedule exceeds the frozen rate.

Section 7. School Closing: In the event of a late start or early closing the affected employees will be paid for any lost time up to a maximum of 8 hours per year. In the event that more than 8 hours are lost in any given year, the affected employees will be given a reasonable opportunity to make up any lost hours, subject to the appropriate principal's scheduling. This section becomes effective July 1, 2008

Section 8. Longevity: Employees shall receive longevity pay as indicated below:

After 5 years.....	\$5.00 per month
After 10 years.....	\$10.00 per month
After 15 years.....	\$15.00 per month
After 20 years.....	\$20.00 per month
After 25 years.....	\$25.00 per month
After 30 years.....	\$30.00 per month
After 35 years.....	\$35.00 per month

ARTICLE VII. HOURS OF SERVICE

Section 1. Basic Work Week and Year:

Subd. 1. The regular work week, exclusive of lunch, shall be prescribed by the school district each year for regular employees.

Subd. 2. The regular work year shall be prescribed by the school district each year for regular employees.

Section 2. Temporary Employees: The School District reserves the right to employ such personnel whose positions are basically temporary or seasonal in character and are not for more than 67 working days in any calendar year.

Section 3. Lunch Period: Employees shall be provided a duty free lunch period of at least thirty (30) minutes without pay.

Section 4. Overtime: Overtime at time and one - half rate shall be paid for all hours worked in excess of forty (40) hours per week. Overtime shall be approved by the employee's immediate supervisor in advance.

Section 5. Shifts and Starting Time: All employees will be assigned starting time and shifts prior to the first scheduled student day. The district may modify an employee's schedule and assignment by notifying the employee, in writing, 2 weeks prior to the effective date of the modification.

ARTICLE VIII. GROUP INSURANCE

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

Section 2. Health and Hospitalization Insurance: The school district shall contribute for health and hospitalization insurance a sum not to exceed the following amount for either single or family coverage for all full time ~~twelve month~~ **bargaining unit** employees:

Premium Allowance: ~~\$202.08~~ **\$490.00** per month for single coverage.
~~\$286.00~~ per month for family coverage.

Any additional cost of the premium shall be ~~borne~~ **the responsibility of** by the employee. ~~and paid by payroll deduction.~~

Affordable Care Act Related Implications Note.

In the event this Agreement causes or will cause penalties, fees or fines to be assessed against the School District, the parties agree to reopen negotiations that result in a new Agreement between the parties that eliminates or reduces penalties, fees, or fines to be assessed against the School District.

Section 3. District's Obligation and Claims against the District: The District's only obligation pursuant to this article is to purchase an insurance policy and pay such amounts as agreed herein. No claims shall be made against the District as a result of denial of insurance benefits by an insurance carrier.

ARTICLE IX. LEAVES OF ABSENCE

Section 1. Sick Leave:

Subd. 1. Employees shall earn sick leave at the rate of one (1) day of sick leave for every month worked based on the employee's regularly scheduled hours per day. Unused sick leave hours may accumulate to a maximum of 120 days of sick leave per employee. All sick leave accrued prior to the signing of this contract shall be carried over to this contract.

Subd. 2. If an employee is absent on sick leave for one (1) day or more, the School Board may require an employee to furnish a medical certificate from a qualified physician as evidence of illness, indicating such absence was due to illness or injury, in order to qualify for sick leave. In the event that a medical certificate is required, the employee will be so advised. However, the final determination as to eligibility of an employee for sick leave is reserved to the school district.

Subd. 3. Sick leave allowed shall be deducted from the accrued sick leave hours earned by the employee.

Subd. 4. ~~Pursuant to M.S. 181.94 to 181.944, employees may use sick leave days for illness in their immediate family. Immediate family shall include the employee's spouse, siblings and step-siblings, children and step-children, parents and step-parents, grandchildren and step-grandchildren, grandparents and step-grandparents, and the employee's spouse's siblings and step-siblings, children and step-children, parents and step-parents, grandchildren and step-grandchildren, grandparents and step-grandparents.~~ Pursuant to M.S. 181.9413, employees may use personal sick leave benefits provided by the employer for absences due to an illness of or injury to the employee's child, adult child, spouse, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent. For the purposes of this section, "child" and "grandchild" includes a stepchild, a step-grandchild, and a biological, adopted, and foster child or foster grandchild.

Section 2. Workers Compensation: Pursuant to M.S. 176, an employee injured on the job in the service of the School District and collecting Worker's Compensation insurance may draw sick leave and receive full salary from the school district. The person's salary shall be reduced by an amount equal to the insurance payments and only that fraction of the days not covered by insurance will be deducted from the person's accrued sick leave.

Section 3. Bereavements/Funeral Leave: Up to 5 days shall be allowed, these days to be deducted from sick leave, for deaths in the immediate family. Immediate family is defined as the ~~employee's spouse and the parents, grandparents, children, grandchildren, brothers and sisters of the employee or of the employee's spouse.~~ ~~employee's child, adult child, spouse, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent.~~ For the purposes of this section, "child" and "grandchild" includes a stepchild, a step-grandchild, and a biological, adopted, and foster child or foster grandchild. If additional days are needed beyond the five (5) days, the Superintendent has the absolute and final discretion to grant additional days without pay.

Section 4. Child Care Leave:

Subd. 1. Child care leave shall be granted by the School District, subject to the provisions of this section, to one parent of an infant child, provided such 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 or his designee in writing of his/her intention to take child care leave at least three (3) calendar months prior to the date to begin the leave and the length of leave requested.

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 this agreement during a period of physical disability. An employee shall not be eligible for sick leave during a period of time covered by child care leave except during a period of physical disability occasioned by pregnancy. A pregnant employee will also provide at the time of the leave application, a statement from her physician indicating the expected date of delivery.

Subd. 4. The school district shall grant a minimum of three (3) months child care leave. The district may, if mutually agreed between the employee and school district, adjust the proposed length, beginning and ending dates, of a child care leave to coincide with some natural break in the school year.

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

1. Grant any leave more than twelve (12) months in duration.
2. Permit the employee to return to employment prior to the date designated in the request for child care leave.
3. Grant a leave more than once for any one child.

Subd. 6. An employee returning from child care leave shall be re-employed in a position in which he/she is qualified.

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

Subd. 8. An employee who returns from child care leave within the provisions of this section shall retain all previous experience credit for pay purposes and any unused leave time accumulated under the provisions of this Agreement at the beginning of this leave. The employee shall not accrue additional experience credit for pay purposes or leave time during the period of absence for child care leave.

Subd. 9. An employee on child care leave is eligible to participate in group insurance programs if permitted under the insurance policy provisions, but shall pay the entire premium for such coverage as the employee wishes to retain, commencing with the beginning of the child care leave. The right to continue participation in such group insurance programs, however, will terminate if the employee does not return to the district pursuant to this section. An employee on unpaid leave and continuing to participate in the Group Insurance Plan shall be charged a pro-rated amount

based on the number of unpaid leave days divided by the total number of duty days in the duty year times the annual insurance rate.

Subd. 10. Leave under this section shall be without pay or fringe benefits.

Section 5. Jury Duty Leave: An employee called for jury duty shall be compensated for the difference between the employee's pay and the payment received for the performance of jury duty.

Section 6. Medical Leave: A non - probationary employee who is unable to work because of illness or injury and who has exhausted all sick leave credit available may, at the school board's discretion, be granted a medical leave of absence without pay, up to one year.

Section 7. Association Leave: Unpaid leaves of absence will be granted in accordance with Minn. Stat 179A.07, Subd. 6 up to a maximum total for the Union of 20 days per year. A maximum of 2 employees, per building, will be absent under this provision on any one day. MSEA will give the district at least 5 working days written notice in advance of the use of this leave.

Section 8. Unpaid Leave: Requests for extended unpaid leave may be made to the Board of Education. The decision of the Board is absolute and final.

ARTICLE X. HOLIDAYS

Section 1. Paid Holidays:

Subd. 1. Twelve month employees shall be granted the following paid holidays during their normal work year: New Year's Day, President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

Subd. 2. Nine and ten month employees shall be granted the following paid holidays: New Year's Day, President's Day, Good Friday, Memorial Day, Labor Day, Thanksgiving Day and Christmas Day.

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

Section 3. Weekends: Holidays that fall on weekends will be observed on a day established by the school district.

Section 4. Application: In order to be eligible for holiday pay, an employee must have worked their last scheduled work day before or after the holiday unless on an excused illness, leave, or on vacation under these provisions.

ARTICLE XI. VACATIONS

Section 1. Eligibility:

Subd. 1. Twelve (12) month employees shall earn paid vacation according to the following schedule:

Years 1-9	10 days
Years 10-19	15 days
Years 20+	20 days

Subd. 2. Less than 12 Month Employees:

Employees shall earn vacation days according to the following schedule:

Years of Service 1-9	1 day
Years of Service 10-24 10-19	2 days
Years of Service 25+ 20+	3 days

In the event that the employee does not exercise the option to take the vacation day(s), the district will grant pay for unused vacation days to the employee upon completion of the work year.

Section 2. Application:

Subd. 1. If the employee resigns before completing a full year of service, the employee shall not be entitled to any vacation pay and shall have the salary paid for any vacation days taken deducted from the final check. An employee who has completed at least one (1) year of service shall be entitled to receive the pro - rata pay for unused vacation time provided such employee provides the district with at least two (2) weeks advance notice of the resignation time.

Subd. 2. Any unused vacation will be paid out and not carried over from year to year.

ARTICLE XII. DISCIPLINE, DISCHARGE AND PROBATIONARY PERIOD

Section 1. Probationary Period: An employee under the provisions of this agreement shall serve a probationary period of one full school year of continuous service in the district during which time the school district shall have the unqualified right to suspend without pay, discharge or otherwise discipline such employee; and during this probationary period, the employee shall have no recourse to the grievance procedure, insofar as suspension, discharge or other discipline is concerned. However, a probationary employee shall have the right to bring a grievance on any other provisions of the contract alleged to have been violated.

Section 2. Probationary Period; Change of Classification: In addition to the initial probationary period, an employee transferred or promoted to a different classification shall serve a new probationary period of 65 working days in any such new classification. During this 65 day period, if it is determined by the school district that the employee's performance in the new classification is unsatisfactory, the school district shall have the right, without recourse to the grievance procedure, to reassign the employee to his/her former classification. However, during the duration of the 65 day probationary period the

employee shall have the right to bring a grievance on any other provisions of the contract, including discharge or discipline, alleged to have been violated.

Section 3. Completion of Probationary Period: An employee who has completed the probationary period may be suspended without pay or discharged only for cause. An employee who has completed the probationary period and is suspended without pay or discharged shall have access to the grievance procedure.

Section 4. Discipline: An employee shall not be discharged, disciplined, reprimanded or reduced in rank or compensation without just cause. An employee has the right to representation in the event of any disciplinary action.

Section 5. Withholding Salary Increase: An individual employee's salary advancement is subject to the right of the school district to withhold salary increases for good and sufficient grounds. An action withholding a salary increase shall be subject to the grievance procedure.

ARTICLE XIII. GRIEVANCE PROCEDURE

Section 1. Grievance Definition: A "grievance" shall mean an allegation by an employee resulting in a dispute or disagreement between the employee or a small group of employees and the school district as to the interpretation or application of terms and conditions contained in this Agreement.

Section 2. Representative: 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 in the party's behalf.

Section 3. Definitions and interpretations:

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

Subd. 2. Days. Reference to days regarding time periods in this procedure shall refer to working days. A working day is defined as all week days not designated as holidays by state law.

Subd. 3. Computation of Time. In computing any period of time prescribed or allowed by procedures herein, the date of the act, event, or default for which the designated period of time begins to run shall not be included. The last day of the period so computed shall be counted, unless it is a Saturday, a Sunday, or a legal holiday, in which event the period runs until 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 herein shall be timely if it is personally served or if it bears a certified postmark of the USPS within the time period.

Section 4. Time Limitation 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 of the Agreement allegedly violated and the particular relief sought within 20 days after the date that the first event giving rise to the grievance occurred. Failure to file any grievance within such period shall be deemed a waiver thereof. Failure to appeal a grievance from one level to another within the time

periods hereafter provided shall constitute a waiver of the grievance. An effort shall first be made to adjust an alleged grievance informally between the employee and the school district's designee.

Section 5. Adjustments of Grievance: The school district and the employee shall attempt to adjust all grievances which may arise during the course of employment of any employee within the school district in the following matter:

Subd. 1. Level I: If the grievance is not resolved through informal discussions, the school district designee shall give a written decision to the parties involved within 10 days after receipt of the written grievance.

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

Subd. 3. Level III: In the event the grievance is not resolved in Level II, the decision rendered may be appealed to the school board, provided such appeal is made in writing within 5 days after receipt of the decision in Level II. If a grievance is properly appealed to the school board, the school board shall set a time to hear the grievance within 20 days after receipt of the appeal. Within 20 days after the meeting, the school board shall issue its decision in writing to the parties involved. At the option of the school board, a committee or representative(s) of the board may be designated by the 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 6. School Board Review: The school board reserves the right to review any decision issued under Level I or Level II of this procedure provided the school board or its representative notify the parties of its intention to review within 10 days after the decision has been rendered. In the event the school board reviews a grievance under this section, the school board reserves the right to reverse or modify such decision.

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

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

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 10 days following the decision in Level III of the grievance procedure.

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 the appeal provisions.

Subd. 3. Selection of Arbitrator. Upon the proper submission of a grievance under the terms of this procedure, the parties shall endeavor to select a mutually acceptable arbitrator to hear and decide the grievance. If the employer and the employee representative are unable to agree on an arbitrator, they may request from the Bureau of Mediation Services a list of 5 names within 10 days after requesting arbitration. The failure to request a list of arbitrators from the BMS within the time period provided herein shall constitute a waiver of the grievance. The parties shall alternately strike names from the list of 5 arbitrators until only 1 name remains. The remaining arbitrator shall hear and decide the grievance. If the parties are unable to agree on who shall strike the first name, the question shall be decided by the flip of the coin.

Subd. 4. Hearing. The grievance shall be heard by a single arbitrator and both parties may be represented by such person or persons as they may choose and designate, and the parties shall have the right to a hearing at which time both parties will have the opportunity to submit evidence, offer testimony, and make oral or written arguments relating to the issues before the arbitrator. The proceeding before the arbitrator shall be a hearing de novo.

Subd. 5. Decision. The decision by the arbitrator shall be rendered within 30 days after the close of the hearing. Decisions by the arbitrator in cases properly before the arbitrator shall be final and binding upon the parties, subject, however, to the limitations of arbitration decisions as provided in the P.E.L.R.A. The arbitrator shall issue a written decision and order including findings of fact which shall be based upon substantial and competent evidence presented at the hearing. All witnesses shall be sworn upon oath by the arbitrator.

Subd. 6. Expenses. Each party shall bear its own expenses in connection with arbitration including expenses relating to the party's representatives, witnesses, and any other expenses which the party incurs in connection with presenting its case in arbitration. A transcript or recording shall be made of the hearing at the request of either party. The parties shall share equally fees and expenses of the arbitrator, the cost of the transcript or recording if requested by either or both parties, and any other expenses which the parties mutually agree are necessary for the conduct of the arbitration. In the event that the parties do not mutually agree to share the cost of transcribing or recording the arbitration, the other party may individually and at its own expense order the transcript or recording. If the other party subsequently wishes a copy of the transcript or recording, it shall pay one-half the cost on receipt of the transcript or recording along with reasonable and necessary costs of the copy.

Subd. 7. Jurisdiction. The arbitrator shall have jurisdiction over disputes or disagreements relating to grievances properly before the arbitrator pursuant to the terms of this procedure. The jurisdiction of the arbitrator shall not extend to proposed changes in terms and conditions of employment as defined herein and contained in this written agreement; 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 herein; nor shall the jurisdiction of the arbitrator extend to matters of inherent managerial policy, which include, but are not limited to, such areas of discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, the organizational structure and selection and direction and number of personnel. In considering any issue in dispute, in its order, the arbitrator shall give due consideration to the statutory rights and obligations of the public school boards to efficiently manage and conduct its operation within the legal limitations surrounding the financing of such operations. The arbitrator shall not have the power to add to, subtract from, or modify in any way the terms of the existing contract.

ARTICLE XIV. VACANCIES, JOB POSTING AND ASSIGNMENTS

Section 1. Posting and Filling Vacancies:

Subd. 1. All permanent vacancies in regular positions or newly - created positions will be posted for a period of five (5) working days prior to filling the vacancy. A copy of all postings shall be provided to the president of the chapter. A permanent vacancy is defined as one anticipated to last more than sixty seven (67) days and consisting of eleven (11) hours or more per week. A permanent job opening will not exist when any incumbent is on vacation, sick leave or other leave of absence. The district shall post extra, temporary jobs which are within the jurisdiction of this bargaining unit.

Subd. 2. Application of Vacancies: All employees covered under this Agreement may submit a written application to the Superintendent for any vacancy or for any new regular position which is posted pursuant to this Article.

Subd. 3. Filling Vacancies: Notice **including the name, position and date of hire and step placement**, of the candidate selected to fill the vacancy or the new regular position shall be given **to the exclusive representative five (5) ten (10)** working days after ~~the~~ filling of the position, ~~if reasonable under the circumstances.~~

Subd. 4. The requirement of posting shall apply only to permanent vacancies and newly - created positions. Posting is not required for transfers under Section 2 of this article.

Subd. 5. When school is not in session in the summer, the District shall mail all postings to the President of the local chapter. The posting period shall be five (5) working days from the postmark of the notice.

Section 2. Transfers:

Subd. 1. A transfer shall mean assignment of employees between positions.

Subd. 2. The district or such person (s) as designated by the District shall have the discretion to transfer employees to different positions.

Subd. 3. The district may not transfer an employee to a position with a lower hourly rate of pay without the consent of the employee, provided, however, that the District may make a disciplinary transfer in accordance with Article XII, Section 4, and subject to challenge through the grievance procedure.

Subd. 4. The transfer of an employee shall not be subject to the grievance procedure except that an employee may grieve an involuntary transfer to a position with a lower hourly rate of pay.

Section 3. Reduction in Force and Recall:

Subd. 1. The school district shall establish a seniority list according to job category for use in layoffs and recalls from layoff. Employees shall be laid off in inverse order according to their seniority in their category.

Subd. 2. Employees on layoff shall retain seniority and the right to recall within their category in seniority order for a period of eighteen (18) months after the date of layoff.

Subd. 3. An employee who is being laid off shall be given a written notice of such at least two (2) weeks before the intended layoff. An employee resigning his/her position shall give the school district a written notice at least two (2) weeks prior to leaving.

Subd. 4. All employees on layoff shall be responsible for keeping the school district informed of their addresses and telephone numbers. An employee on layoff who does not report back to work within five days after being notified by certified mail, sent to the employee's last known address, will be considered to have resigned and shall lose all further right to recall. The effective notification date for purposes of this article shall be the date of mailing.

Subd. 5. A categorized seniority list containing all employees of the bargaining unit shall be provided to the MSEA on or before October 15 of each year.

Subd. 6. Any person whose name appears on the seniority list and who may disagree with the findings of the school district and the order of seniority in said list shall have ten days from the date of posting to supply written documentation, proof and request for seniority change to the school district. Within ten days thereafter, the school district shall evaluate any and all such written communications regarding the order of seniority contained in said list and may make such changes the school district deems warranted. A final seniority list shall thereupon be prepared by the school district, which list as revised shall be binding on the school district and the employees. Each year thereafter the school district shall cause such seniority list to be updated to reflect any addition, deletion or the cessation of services or new employees. Such yearly list shall govern the application of the reduction in force policy until thereafter revised.

Subd. 7. A copy of the initial and revised lists shall be provided to the president of the chapter. It is the mutual goal of MSEA and ISD #162 that the seniority list be accurate and to that goal will mutually agree to correct any typographical errors.

Subd. 8. The following list shall represent the categories to be used in interpreting Article XIV:

1. Paraprofessionals
2. Secretaries

ARTICLE XV. MISCELLANEOUS

Section 1. Severance Pay: Any employee whose employment with the District is terminated (for other than just cause) shall qualify for severance pay. Severance pay shall be calculated by taking 35% of the employee's accumulated sick leave hours times his/her hourly rate of pay at the time of termination of employment. In the event of the employee's death, the employee's beneficiary shall receive the amount which the employee would have received.

Section 2. Meet and Confer: The designees of the school board and MSEA will meet and confer at mutually agreeable times to discuss items of mutual concern other than issues relating to terms and conditions of employment.

Section 3. Definition of Terms:

- A. 12 Month Employees-Employees who work January-December
- B. 10 Month Employees-Employees whose work year is longer than the school term but less than 12 months.
- C. 9 Month Employees-Employees whose work year is the same length as the school term.
- D. Full Time Employees-Employees whose work year includes at least 2080 hours.
- E. Part Time Employees-Employees whose work year is less than 2080 hours.
- F. Pro-rate, Pro-rata-This refers to the percentage of 2080 hours that a part time employee works and is referred to in the body of the contract.

Section 4. School Lunches: All bargaining unit employees shall receive 12 free school lunches per year. ~~Lunch card replacements can be requested from the District Office. A \$1.00 fee will be assessed for the first lunch card replacement and \$5.00 for any lunch card replacements made after the first replacement card. Beginning SY 2012-2013, lunch cards will not be required for employees to receive 12 free school lunches.~~ **The equivalent cost of 12 lunches will be credited to the employee's family or individual account. There is no "cash out" option for this District benefit.**

APPENDIX A

<u>JOB CLASSIFICATION</u>	<u>STEP #</u>	<u>20135-20146</u>	<u>20146-20157</u>
PARAPROFESSIONAL	1	\$10.55 11.28	\$10.78 11.73
	2	\$11.22 11.97	\$11.47 12.42
	3	\$11.87 12.63	\$12.13 13.08
	4	\$12.56 13.15	\$12.65 13.60
	5	\$13.61 14.41	\$13.91 14.86
SECRETARY	1	\$12.06 12.83	\$12.33 13.28
	2	\$12.72 13.50	\$13.00 13.95
	3	\$13.43 14.23	\$13.73 14.68
	4	\$14.07 14.88	\$14.38 15.33
	5	\$15.14 15.98	\$15.48 16.43

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

For MSEA

For I.S.D. # 162

Date _____

Date _____

MEMORANDUM OF UNDERSTANDING

Between
Bagley MSEA for Paraprofessionals and Secretarial Employees
And
Independent School District #162

~~Independent School District #162 and the Bagley Paraprofessionals and Secretarial Employees agree to reopen the work agreement on April 1, 2015 to discuss or possibly modify ARTICLE VIII - GROUP INSURANCE. Any changes reflected would be specific toward only compliance with the Affordability Care Act (ACA) and any related employee Health and Hospitalization Benefit.~~

~~IN WITNESS THEREOF, the parties have executed this Memorandum of Understanding as follows:~~

~~For MSEA _____ For I.S.D. #162 _____

_____~~

~~_____

_____~~

~~Date _____ Date _____~~