

COLLECTIVE BARGAINING AGREEMENT

Between

**INDEPENDENT SCHOOL DISTRICT NO. 23
Frazee, Minnesota**

and

**MINNESOTA SCHOOL EMPLOYEE ASSOCIATION
Frazee, Minnesota**

PERTAINING TO EMPLOYMENT FOR:

**SECRETARIES, PARAPROFESSIONALS,
HEALTH ASSISTANTS, & FOOD SERVICE**

For

JULY 1, 2017 - JUNE 30, 2019

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ARTICLE I.
PURPOSE

This Agreement is entered into between Independent School District No. 23, Frazee, Minnesota, (hereafter "District") and the Minnesota School Employee Association (hereafter "MSEA"), pursuant to and in accordance with the Public Employment Labor Relations Act of 1971 as amended (hereafter "PELRA"), to provide the terms and conditions of employment for the bargaining unit as set forth in Article II.

ARTICLE II.
RECOGNITION OF EXCLUSIVE REPRESENTATIVE

In accordance with the PELRA, the School District recognizes the MSEA as the exclusive representative for paraprofessionals, secretaries, health assistants and food service workers employed by the School District who are employees within the meaning of Minn. Stat. 179A.03, Subd. 14, excluding supervisory and confidential employees.

ARTICLE III.
DEFINITIONS

Section 1. Terms and Conditions of Employment. Shall mean the hours of employment, the compensation therefore, including fringe benefits except retirement contributions or benefits, and the Employer's personnel policies affecting the working conditions of the employees; subject, however, to the provisions of Minn. Stat. 179A.07 regarding the rights of public employers and the scope of negotiations.

Section 2. School District. For purposes of administering this Agreement, the term "School District" shall mean the School Board or its designated representative.

Section 3. Temporary and Seasonal Employees. The School District reserves the right to employ such personnel as it deems desirable or necessary on a part-time or casual basis whose positions are basically temporary or seasonal in character. A substitute employee is an employee hired to do the work of some other employee during the latter's absence until subsequent return.

Section 4. Long Term Substitutes: Long Term Substitutes shall be paid at District established rates and shall not be considered as members of the MSEA until they have worked more than 67 days of one calendar year, in the District.

Section 5. Description of Appropriate Unit. For purposes of this Agreement, the term paraprofessional, secretarial, health assistants and food service shall mean all persons who are employed by Independent School District No 23, Frazee, Minnesota, in one or more of the positions listed in this agreement, and who are public employees within the meaning of Minnesota Statute 179A.03, Subdivision 14. Part-time employees whose service does not exceed the lesser of fourteen (14) hours per week or 35% of the normal workweek in the appropriate unit are excluded. Supervisory employees, essential employees, confidential employees, employees who hold positions that are temporary or seasonal in character for a period not in excess of sixty-seven (67) work days in any calendar year, and emergency employees are also excluded.

In the event that the District and the Exclusive Representative are unable to agree as to the inclusion or exclusion of a new or revised position, the issue shall be submitted to the Bureau of Mediation Services for determination.

Subd. 1. Normal Work Week Defined. The normal workweek is defined as follows:

1. Paraprofessional normal workweek is 35 hours.
2. Food Service normal workweek is 35 hours.
3. Health Assistant normal workweek is 30 hours.
4. Secretarial normal workweek is 40 hours.

Section 6. Other Terms. Terms not defined in the Agreement shall have those meanings as defined by the PELRA.

ARTICLE IV.
SCHOOL BOARD RIGHTS

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

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

Section 3. Effect of Laws, Rules and Regulations. The exclusive representative agrees that all employees in the unit shall perform the duties prescribed by the School Board and the school administration and that they shall be governed by the laws and regulations of the State of Minnesota and of the United States, and by School Board and school administration rules, regulations, directives and orders. Any provision of this Agreement contrary to law or requiring District to breach any obligation imposed upon it by law shall be null and void.

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. Request for Dues Check off. The MSEA shall be allowed dues check off for its members provided for by PELRA. Upon receipt of an authorization card properly executed by the employee, the District will deduct from the employee's check the dues that the employee has agreed to pay to the MSEA during the period the employee has authorized such deduction.

Section 2. Fair Share Fee. All employees in the unit who are not members of the MSEA may be required by the MSEA to contribute a fair share fee for services rendered by the MSEA. The MSEA's right to require shall not exceed the right provided by PELRA and the District's obligation so to deduct shall not exceed the obligation provided by PELRA. If the MSEA gives the District written notice of the names of the employees of whom it requires a fair share fee, the District shall be obliged to check off such fee from the earnings of such employee and transmit it to the MSEA. In no instance shall the contribution required of such employee exceed a prorated share of specific expenses incurred for services rendered by the MSEA in relation to negotiations for the unit and administration of grievance procedure for the unit. The first deduction for any employee issued on or after the 30th day following the notice. Such notice shall be in administrative offices. Any dispute by an employee as to the amount of the fair share fee shall be resolved by the employee and the MSEA and shall not be subject to the grievance procedure under this Agreement.

The MSEA hereby warrants and covenants that it will defend, indemnify, and save the District and all members of its School Board and all its administrators harmless from any and all actions, suits, claims, damages, judgments and executions or other forms of liability, liquidated or unliquidated, which any person may have or claim to have now or in the future arising out of or by reason of the deduction of the fair share fee specified herein, including payment of attorney's fees incurred in such defense, whether or not a legal action is commenced.

Section 3. 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 4. Access to School Facilities. The exclusive representative and its members may be granted access to school facilities for the purpose of conducting association business at the discretion of the school district, with approval by the Superintendent.

ARTICLE VI.
RATES OF PAY

Section 1. Rate of Pay. The rate of pay shall be in accordance with the pay scales shown in Attachment A.

Section 2. Advancement on Salary Schedule. Employees shall advance on the salary schedule on July 1. In order to qualify for step advancement an employee must work at least 67 days. 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 3. Mandatory Meetings and In-Services. Employees shall be paid their regular hourly rate for attendance at any required meeting or in-service.

Section 4. Summer Pay. Employees who are employed during the summer months will be compensated at their regular rate of pay.

Section 5. Overtime. Overtime shall be subject to approval by the Department Head, Principal, Business Manager or Superintendent of Schools and only for those hours over forty (40) in one regular work week. Eligible employees shall receive approved overtime compensation at the rate of time and one-half (1 1/2) the employee's regular rate of pay. All claims for overtime payment must be submitted for verification within the payroll period in which it was earned. In lieu of such overtime payment, an employee may request compensatory time off for overtime worked at the rate as set forth above. Compensatory overtime shall not exceed forty (40) hours and all such compensatory time must be used prior to June 30 of each year. If for some reason compensatory time cannot be used prior to June 30, such time will be compensated for at time and one-half (1 1/2) the employee's regular rate of pay.

Section 6. Rate of Pay for Temporary Assignment. When a unit employee substitutes for another unit employee for a full day or more in a different classification who earns a higher rate pay and/or receives an additional stipend, he or she shall then receive a rate of pay relative to the job, on the employee's current step for the duration of such duties retroactive to the first day of assignment. The employee shall make a notation on the timesheet of the temporary assignment.

Section 7. Pay Dates. Employees shall be paid once every month. Date of pay shall be on the last business day of the month and the end of the pay period shall be on the 15th of the month.

Section 8. Prior Experience. A member who has had experience in other school systems or in other fields of endeavor will be placed on the salary schedule as agreed between the School District and the member, but not to exceed step 5.

ARTICLE VII.
HOURS OF SERVICE

Section 1. Basic Work Week and Year. The regular work week and year shall be prescribed by the school district each year. The District Administration retains the option to assign and schedule as needed to meet program requirements.

Section 2. School Closing. In the event that school is closed for any reason and the employees are not required to perform services, the employees may use compensatory time, personal leave, or the employee's compensation shall be reduced accordingly. Upon supervisor approval, missed hours may be made up. Food Service employees who reported to work prior to the closing announcement shall be compensated for a minimum of two hours or all hours worked on a school closing.

Section 3. Late Starts/Early Dismissal. If school starts late or is dismissed early because of inclement weather or other emergency and the employee is not required to perform services, the employee shall be dismissed at no loss of pay up to a maximum of the first two (2) late starts or early dismissals per school year. These two (2) occurrences shall be applied to the employee's schedule as that schedule is affected by late starts/early dismissal. On days when school starts late or closes early, the employee will be able to make up hours lost, during a specified period of time, upon approval of the building principal.

Section 4. Notification of Tentative Assignment. If the employee's length of day changes by one hour or more prior to August 15, they shall receive written notification by August 15.

Section 5. Lunch Period. Employees shall be provided a non-paid, duty-free lunch period of at least thirty (30) minutes.

Section 6. Rest Breaks. Normally, employees shall be provided a 15 minutes paid rest break for every four hours of work.

Section 7. Workshops and In-Services. Any employee who is required to attend a school district sponsored or approved training shall be paid their regular hourly rate of pay.

Section 8. Assistants Working One-on-One Assignments. If the student goes home earlier than scheduled, the assistant who is working with that student may stay and finish his/her regularly scheduled hours for that day. If it is known that the student will not be in school, the assistant will be reassigned other duties.

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. Eligibility. The District shall contribute towards a single or family premium for all eligible full time (35 hours/week or more) employees, for group health insurance.

Section 3. Health Insurance Premiums. The School District shall contribute not more than the sum of **\$530** per month or **\$6,360** per year for the 2017-2019 school years toward the single or family premium for all full-time employees who qualify for and are enrolled in the School District's 2017-2019 group health and hospitalization insurance plan. Any additional costs of the premium shall be borne by the employee and paid by payroll deduction.

Section 4. Pro Rata Insurance Premium. A member employed less than full time, but at least 20 hours per week, may request a pro rata share of the sum allotted toward payment of health and hospitalization, life, and income protection insurance as long as he/she is qualified for and enrolled in any or all of the School District's group insurance plans.

Section 5. Life Insurance Premium. The school district shall pay the premium for all employees working half-time or more for a \$30,000 term life and \$5,000 dependent term life insurance plan. Any additional costs of the premium shall be borne by the employee and paid by payroll deduction. Employees age 65 and over shall have the option of accepting a reduced amount of life insurance in lieu of paying the additional premium. The district shall only be held to the terms of the policy provided by the designated insurance provider.

Section 6. Income Protection Insurance Plan. The school district shall pay the premium for all employees working half-time or more for an income protection insurance plan. The maximum benefit of the plan will be equal to two-thirds of salary to a maximum salary of \$50,000. Any additional costs of the premium shall be borne by the employee and paid by payroll deduction.

Section 7. Married Couples In District: When an employee and his/her spouse are both employed by the district and they are both eligible to receive a contribution toward group health-hospitalization, they each are entitled to the district's full contribution not to exceed the premium of a family plan.

Section 8. 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**

Employees who work a minimum of twenty (20) hours per week and a minimum of nine (9) months will be eligible for leave benefits under this section.

Section 1. Sick Leave.

Subd. 1. Sick leave shall be granted at the rate of 12 days per year. Leave shall accrue at the rate of 1 1/3 days per month for each month worked, with partial months prorated. Unless requested by the district, hours worked in assignments outside the unit would not be used in calculating sick leave hours.

Subd. 2. Unused sick leave shall not exceed an amount equal to one hundred (100) times the number of hours in an employee's standard work day, as stated in the employee's Notice of Assignment, except in those cases in which the excess results from a reduction in hours.

Subd. 3. Sick leave with pay shall be allowed whenever an employee's absence is found to have been due to his/her personal illness, which prevented his/her attendance in school and performance of duties on that day or days. Injury arising out of or in the course of employment other than employment for the District and which prevented the employee's performance and duties in which the injury is compensable under workers' compensation through the other employment shall not qualify for sick leave.

Subd. 4. The District may require an employee to furnish a medical certificate from a qualified physician, nurse practitioner or midwife as evidence of illness, indicating such absence was due to illness, in order to qualify for sick leave pay. However, the final determination as to the eligibility is reserved by the superintendent of schools.

Subd. 5. In the event that a medical certificate is required, the employee will be so advised.

Subd. 6. An employee may use sick leave benefits for absence due to an illness of an employee's child or immediate family member on the same terms as for an employee's illness. An employee may use accrued sick leave for the care of a sick or injured child in accordance with Minn. Stat. 181.9413. Immediate family in this case shall be defined as father, mother, sister, brother, spouse, son, daughter, grandparents, grandchildren, step parent, step child and foster child.

Subd. 7. Sick leave pay allowed shall be deducted from the accrued sick leave hours earned by the employee.

Subd. 8. Reduced hours and unused sick leave accumulation maximums. If an employee's regular hours are reduced and their unused sick leave exceeds the new maximum number of hours allowed, no hours of unused sick leave already accumulated will be deducted from the employee's unused sick leave credit balance. Once the level of unused sick leave accumulation falls below the new maximum allowed, new hours of unused sick leave will begin to accumulate up to the maximum hours allowed.

Subd. 9. Sick leave pay shall be approved only upon submission of a request through the district's online request process.

Subd. 10. Sick Leave Sharing. The School District will allow sick leave sharing under which employees will be able to donate sick leave from their earned account to a District Sick Leave Bank. Hours contained in the Sick Leave Bank shall be considered an "other salary continuation benefit" for the purposes of Minnesota Statute § 181.9413. Sick Leave Bank Committee, consisting of two (2) administrators, two (2) elementary employees and two (2) high school employees will oversee and coordinate this process.

Sick Leave Bank Guidelines:

1. Contributions: Will be on a voluntary basis from employee only.
2. Open Enrollment Period: Any employee not enrolled may elect to do so between September 1st - 15th of each year by donating one (1) sick leave day leave from their earned account to a District Sick Leave Bank.
3. New Employees: All new employees will be granted a 15 day open enrollment period.
4. Replenishing the Bank: Employees shall contribute one (1) day to replenish the bank as needed or when the bank decreases below twenty (20) days. Refusal to donate one (1) day to replenish will relinquish membership in the bank.
5. Property: Once an employee contributes to the bank, the days become the property of the committee, and will not be allowed to be returned unless as a qualified user of the bank.
6. Part Time Employees: May be included in the bank if they meet all of the eligibility criteria.

To be eligible to receive donated leave, an employee must :

1. be a contributing employee and
2. be incapacitated from his/her duties due to serious personal health conditions of the qualifying person or members of their immediate family and,
3. must be known or expected to miss at least 5 consecutive days more than his/her own sick leave balance will cover and,
4. must have his/her absence approved pursuant to standard attendance policies and
5. make written application showing the need to the committee.

Denial of a Sick Leave day(s) request by an employee of the leave bank is not subject to the grievance process.

Shared donations may be provided up to the point the receiving employee becomes eligible for long-term disability (LTD) insurance.

For purposes other than pay and legally required payroll deductions, employee using donated leave will not earn or accrue any leave while using donated leave.

Section 2. Family and Medical Leave. Pursuant to the Family and Medical Leave Act, P.L. 103-3, 1993, an eligible employee shall be granted, upon written request, a leave up to a total of twelve (12) weeks of unpaid leave.

Section 3. Jury Duty. An employee who is called for jury duty or who is required to give testimony or participate before any judicial tribunal in arbitration, negotiation, and mediation proceedings shall be compensated for the difference between the employee's regular salary and the pay received for such application for the period he/she is away from his/her employment assignment, if any. If the employee's presence in court is for the purpose of offering testimony, he/she must provide the District with a copy of the subpoena or other written documentation that requires his/her presence and shall be compensated for the difference between the employee's regular salary and the pay received if any, for the period he/she is away from his/her regular employment assignment. In no event shall this section apply to an employee whose presence is the result of an action under consideration by a court, or judicial tribunal or proceedings not related to the employee's employment relationship with the District and/or the MSEA. The MSEA shall reimburse all lost wages for any employee acting in Steward position on behalf of MSEA.

Section 4. 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 salary to 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 accrued sick leave.

Section 5. Emergency Leave. Emergency leave which shall be deducted from sick leave may be allowed by the District whenever the employee's absence is due to the attendance of the parent at the birth of his/her child, a critical family situation where no other arrangements are possible; or whenever the employee's absence is found to have been due to the death of a member of the employee's or spouse's immediate family. Immediate family in this case shall be defined as father, mother, sister, brother, husband, wife, son, daughter, grandparents, mother-in-law, father-in-law, brother-in-law, sister-in-law, and grandchildren. In the event the employee is responsible for funeral arrangements or has an unusual distance to travel, the administrator may allow up to, but not to exceed five (5) days, per occurrence at one time of emergency leave which shall be deducted from sick leave. Any amount of leave in excess of five days is subject to the discretion of the superintendent depending upon circumstances.

Section 6. Medical Leave. An employee who has completed the probationary period who is unable to perform duties because of illness or injury and who has exhausted all sick leave credit available may, upon request, be granted a medical leave of absence without pay up to twelve (12) months. This leave may be renewed at the discretion of the school district. A request for leave of absence, or renewal thereof, under this section shall be accompanied by a written doctor's statement outlining the condition of health and estimated time at which the employee is expected to be able to assume normal responsibilities.

Section 7. Insurance Application. An employee on unpaid leave is eligible to continue to participate in group insurance programs if permitted under the insurance policy provisions. The employee shall pay the entire premium for such insurance commencing with the beginning of the leave, and shall pay to the School District the monthly premium in advance, unless otherwise required by law.

Section 8. Personal Leave.

Subd. 1. Employees working a minimum of nine months may be granted leave with pay at the discretion of the School District. The days used will not be deducted from accrued sick leave.

Subd. 2. Personal leave shall be used for situations that arise requiring the employee's personal attention which cannot be attended to when school is not in session and which are not covered under other provisions of this Agreement. Earned and accumulated personal leave days shall be exhausted before an employee makes a request for unpaid leave with the exception of Association Leave.

Subd. 3. Employees may be granted two (2) days per year, accumulative to five (5) days. Personal leaves of one (1), two (2) or three (3) days will be granted when all other subdivisions of this section have been satisfied. Employees who have accumulated four (4) or five (5) days of personal leave will be allowed to use those 4 or 5 days consecutively. Any unused days over five (5) shall be reimbursed at the current subrate at the end of the year.

Section 9. Unpaid Leaves. Employees, at the sole discretion of the school board, may be granted up to one year of leave without pay and fringe benefits.

Section 10. Funeral Leave. Emergency Leave/Funeral Leave: Up to a total of ten (10) days leave allowance per year (to be deducted from sick leave) may be used in case of critical illness or death in the employee's family (spouse, children, mother, father, brother, sister, spouse's mother, spouse's father, spouse's brother, spouse's sister, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents and grandchildren). "Critical illness" shall mean an illness requiring hospitalization or Hospice of a member of the employee's family. Up to two consecutive days of sick leave allowance may be used for absence because of the death of friends or relatives outside the employee's family. Exceptions to the above restrictions may be granted at the discretion of the Superintendent or his/her designee depending upon the circumstances surrounding the leave.

ARTICLE X.

DISCIPLINE, DISCHARGE, JOB POSTING, PROBATIONARY PERIOD, AND UNIFORM ALLOWANCE

Section 1. Probationary Period. An employee under the provisions of this agreement shall serve a probationary period of 120 working days of 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.

Section 2. Discipline. An employee who has completed the probationary period may be disciplined only for just cause. Such employee may appeal a written reprimand, suspension, demotion or discharge through the grievance procedure as set forth in this agreement. An employee may request the presence of an Association representative in the event an investigatory or disciplinary meeting is conducted with the employee.

Section 3. Seniority Definition. Seniority shall mean an employee's length of continuous service within a classification with the employer since his/her first day of hire. An employee moving from one classification to another shall retain all earned seniority in the first classification and begin to accrue seniority in the new classification. Approved unpaid leaves of absence shall constitute a break in the employee's seniority but shall lose only the months not in attendance unless otherwise required by law.

Section 4. Seniority Classifications. The following are the seniority classifications for this agreement:

1. Secretaries
2. Food Service
3. Media Paraprofessionals
4. Instructional Paraprofessionals
5. Health Paraprofessionals
6. Transportation Paraprofessionals

Section 5. Reduction in Force. The following shall apply to layoff:

Subd. 1. Employees in any job classification shall be laid off in inverse order of seniority.

Subd. 2. No new employee shall be employed by the District to work in any job classification while an employee qualified is laid off.

Subd. 3. A laid off employee shall leave her/his name and address to which any notice of reinstatement or availability of position shall be mailed with the District at the superintendent's office. The laid off employee shall have fifteen (15) work days from the date of mailing of such notice to accept the re-employment. Failure to reply within the fifteen (15) day period shall constitute a waiver and forfeiture by employee of any right to reemployment and they shall be dropped from the seniority list permanently.

Subd. 4. Before laying off an employee, the District shall give that employee written notice two (2) weeks in advance.

Subd. 5. In the case where two or more persons have the identical employment date, the last four digits of employees SSN will determine a tie breaker with the highest numbers being the most senior.

Section 6. Reinstatement. Reinstatement rights shall automatically cease two (2) years from the date layoff was commenced and no further right to reinstatement shall exist thereafter, and the employee shall be dropped from the seniority list permanently.

Section 7. Job Posting. Permanent job openings in the school district will be posted in each school building in the district for a period of five (5) working days and emailed to all employees. Employees interested in the position must advise the employer in writing within the posting period. The school district shall select the best qualified candidate. A permanent opening will not exist when the person holding that position is on vacation or sick leave. During the summer months, notices of permanent vacancies shall be posted on the District's website.

Section 8. Food Service Employee Uniform Allowance. Food service personnel will be provided three uniforms per year, three tops and three bottoms. The laundering of these uniforms will be the responsibility of the food service employee.

ARTICLE XI. GRIEVANCE PROCEDURE

DEFINITIONS:

Grievance. "Grievance" means a dispute or disagreement as to the interpretation or application of any term or terms of any provision of this agreement.

Days. "Days" mean calendar days excluding Saturday, Sunday, and legal holidays as defined by Minnesota statutes.

Service. "Service" means personal service or by US Postal service, and electronic service that is date and time stamped.

Reduce to Writing. "Reduce to Writing" means a concise statement outlining the nature of the grievance, the provision(s) of the contract in dispute, and the relief requested.

Answer. "Answer" means a concise response outlining the employer's position on the grievance.

Step I. Whenever any employee(s) has a grievance, the employee shall meet on an informal basis with the employee's immediate supervisor in an attempt to resolve the grievance within twenty (20) days after the grievance occurred or twenty (20) days after the employee(s), through the use of reasonable diligence, should have had knowledge of the occurrence that gave rise to the grievance. If the grievance is not resolved within twenty (20) of the first informal meeting, the grievance may be reduced to writing by the exclusive representative and served upon the public employer's designate (See Step II.). The employer shall, within ten (10) days of receipt of the written grievance, serve its answer upon the exclusive representative.

Step II. The employer's representative shall meet with the exclusive representative within ten (10) days after receipt of the written grievance; the parties shall endeavor to mutually resolve the grievance. If a resolution of the grievance results,

the terms of that resolution shall be written on or attached to the grievance and shall be signed by all parties. If no agreement is reached within ten (10) days of the first Step II meeting, the exclusive representative, if he/she elects to proceed with the grievance, must proceed with Step III by serving a proper notification on the appropriate Step III official(s). The notification shall contain a concise statement indicating the intention of the party to proceed with the grievance, an outline of the grievance, the provision(s) of the contract in dispute, and the relief requested.

Step III. The employer, its chief administrator, or its special representative shall meet with the designated official of the exclusive representative within ten (10) days after receiving notice of intention to proceed with the grievance pursuant to Step II. If resolution of the grievance results, the parties shall reduce the resolution to writing and sign the memorandum as provided in Step II. If the parties are unable to reach agreement within ten (10) days after the first Step III meeting, either party may request arbitration by serving a written notice on the other party of their intention to proceed with arbitration.

Step IV. The employer and the employee representative shall request from the Commissioner of the Bureau of Mediation Services, State of Minnesota, a list of names. The list maintained by the Bureau of Mediation Services shall be made up of qualified arbitrators who have submitted an application to the Bureau. The parties shall alternately strike names from the list of arbitrators until only one (1) name remains. The remaining arbitrator shall hear and decide the grievance. If the parties are unable to agree on who strikes the first name, the question shall be decided by a flip of the coin. Each party shall be responsible for equally compensating the arbitrator for his/her fee and necessary expenses. The arbitrator shall not have the power to add to, subtract from, or to modify in any way the terms of the existing contract. The decision of the arbitrator shall be final and binding on all parties to the dispute unless the decision violates any provision of the laws of Minnesota or rules or regulations promulgated thereunder, or municipal charters or ordinances or resolutions enacted pursuant thereto, or which causes a penalty to be incurred thereunder. The decision shall be issued to the parties by the arbitrator, and a copy shall be filed with the Bureau of Mediation Services, State of Minnesota.

Processing of all grievances shall be during the normal workday whenever possible, and employees shall not lose wages due to their necessary participation. For the purposes of this paragraph, employees entitled to wages during their necessary participation in a grievance proceeding are as follows:

- a) The number of employees equal to the number of persons participating in the grievance proceeding on behalf of the public employer; or
- b) If the number of persons participating on behalf of the public employer is less than three, three employees may still participate in the proceedings without loss of wages.

The parties, by mutual written agreement, may waive any step and extend any time limits in a grievance procedure. However, a failure to adhere to the time limits may result in the last statement by the exclusive representative or employee. The provisions of this grievance procedure shall be severable, and if any provision or paragraph under any circumstances is held invalid, it shall not affect any other provision or paragraph of this grievance procedure to the application of any provision or paragraph thereof under different circumstances.

Grievance Mediation: At any point in the grievance process prior to arbitration the parties by mutual agreement may submit a request for Mediation services from the Bureau of Mediation Services for grievance mediation, giving notice to the other party.

Election of Remedies and Waiver. A grievant instituting any action, proceeding or complaint in a federal or state court of law, or before an administrative tribunal, federal agency, state agency or seeking relief through any statutory process for which relief may be granted, the subject matter of which may constitute a grievance under this agreement, shall immediately thereupon waive any and all rights to pursue a grievance under this article. Upon instituting a proceeding in another forum as outlined herein, the employee shall waive his/her right to initiate a grievance pursuant to this article, or if the grievance is pending in the grievance procedure, the right to pursue it further shall be immediately waived.

ARTICLE XII. SEVERANCE

Section 1. Eligibility. MSEA employee who has worked for the District for at least twenty (20) years of continuous employment and a minimum of nine (9) months annually, and retires under PERA or due to Disability, shall be eligible for severance pay. Exception: MSEA employee hired prior to December 31, 2001 who has not met eligibility under the continuous employment clause.

Section 2. Rate of Pay. Severance pay will be calculated and paid based on the rate of pay at the time of retirement.

Section 3. Formula. Severance pay will be calculated using the following formula (formula A or B but not both):

- A. After twenty (20) years of continuous employment; 25% of accumulated and unused sick leave hours multiplied by the current hourly rate of pay.
- B. After twenty-five (25) years of continuous employment; 40% of accumulated and unused sick leave hours multiplied by the current rate of pay.

Section 4. Payments. The district shall deposit into a health care savings plan in the employee's name the total amount of severance due. There shall be no cash payments made directly to the employee. The HCSP shall be the Minnesota State Retirement System (MSRS) was granted authority to offer a post employment health care savings plan, (HCSP). Minnesota Statute 352.98 (2001 Supp)

Section 5. 403(b) Match

Subd. 1. Qualification:

Beginning July 1, 2017, the following shall apply:

- A. All bargaining unit employees will be eligible for participation in the 403(b) match as provided in this section.
- B. A bargaining unit employee hired after July 1, 2006 will not qualify for severance payments as provided in this Article. Employees eligible for a severance may participate in the 403(b), with any district 403(b) contributions subtracted from the severance due the employee.

Subd. 2. Contributions: Pursuant to M.S.356.24, the School District shall match bargaining unit employee contributions to their individual qualified 403(b) plan, according to the amounts listed in Subdivision 3, below.

Subd. 3. School District Match: The fiscal year amount of the School District's matching contribution will be based on the following schedule and years of experience, in this capacity, for the School District.

1 - 2 \$0
3 - 7 \$250
8 + \$300

Subd. 4. School District Maximum Contribution: District's total contribution toward a bargaining unit employee shall not exceed \$20,000.

Subd. 5. Enrollment: An eligible employee may initiate his/her participation in the district match by submitting the appropriate forms to the district office.

Subd. 6. Renewal: Once an employee has initiated the district match, his/her participation will continue at the same level unless he/she notifies the district in writing of a change.

**ARTICLE XIII.
HOLIDAYS**

Section 1. 10-12 Month Employees. All employees who work a minimum of ten (10) months annually shall receive the following holidays: Christmas, Memorial Day and Labor Day.

Section 2. Less than 10-Month Employees. All employees who work less than ten (10) months annually shall receive the following holiday: Christmas.

ARTICLE XIV
LONGEVITY PAY

Section 1. Eligibility. An MSEA employee who completes their ninth (9) year of continuous employment with the district as of June 30th of each year shall be eligible for longevity as defined in Article XIV, Section 3. An MSEA employee who works Sixty-seven (67) or more days in a school year will earn one year of longevity.

Section 2. Rate of Pay. Pay will be calculated using total payable hours at the end of each pay period multiplied by the amount per hour based on the schedule in Section 3.

Section 3. Formula. Longevity pay will be calculated using the following schedule;

Continuous Years of Service	Amount per Hour
10-15 years	\$.20 per hour
16-20 years	\$.40 per hour
21-25 years	\$.60 per hour
26 +	\$.80 per hour

Section 4. Payments. The longevity pay will be paid each payroll based on hours worked that month.

ARTICLE XV
DURATION

Section 1. Terms and Reopening Negotiations. This Agreement shall remain in full force and effect for a period commencing July 1, 2017, through June 30, 2019, and thereafter until modifications are made pursuant to the PELRA.

Section 2. Effect. This Agreement constitutes the full and complete agreement between District and exclusive representative representing the employee of the District. 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. Finality. Any matters relating to the terms and conditions of employment, whether or not referred to in this Agreement, shall not be open for negotiation during the term of this Agreement.

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

IN WITNESS WHEREOF, the parties have executed this Agreement

this 16 day of October, 2017

MINNESOTA SCHOOL EMPLOYEES ASSOCIATION

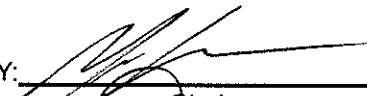
BY: 

Staff Representative

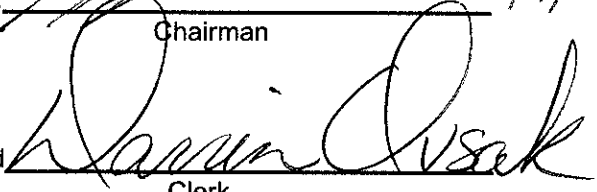
and 

MSEA Representative

INDEPENDENT SCHOOL DISTRICT #23

BY:  10/9/17

Chairman

and 

Clerk

**ATTACHMENT A
SALARY SCHEDULE**

SECRETARIES (A/B):

STEP	2017-2018	2018-2019
1	\$13.62	
2	\$13.84	\$14.26
3	\$14.05	\$14.47
4	\$14.27	\$14.70
5	\$14.48	\$14.91
6	\$14.75	\$15.19
7	\$15.02	\$15.47
8	\$15.88	\$16.36
9	\$16.20	\$16.69
10		\$16.94

PARAPROFESSIONALS AND FOOD SERVICE (C)

STEP	2017-2018	2018-2019
1	\$12.65	
2	\$12.87	\$13.26
3	\$13.08	\$13.47
4	\$13.30	\$13.70
5	\$13.51	\$13.92
6	\$13.78	\$14.19
7	\$14.05	\$14.47
8	\$14.91	\$15.36
9	\$15.22	\$15.68
10		\$15.93
Elementary Lead Food Service Worker Extra Pay	\$0.50	\$0.50