

NON-CERTIFIED AGREEMENT

between

Service Employees International Union

LOCAL NO. 284

Secretarial/Clerical

2021-2023

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ARTICLE I Purpose

Section 1. Parties:

THIS AGREEMENT, entered into between the School Board of Independent School District NO. 51, Foley, Minnesota, hereinafter referred to as the School Board, and the Service Employees International Union Local #284, hereinafter referred to as Exclusive Representative, pursuant to and in compliance with the Public Employment Labor Relations Act of 1971 as amended in 1973, hereafter referred to as the P.E.L.R.A. of 1971 to provide the terms and conditions of employment of secretarial and clerical employees during the duration of this Agreement.

ARTICLE II Recognition of Exclusive Representative

Section 1. Recognition:

In accordance with the P.E.L.R.A. of 1971, the School Board recognizes Service Employees International Union Local #284 as the exclusive representative for secretarial and clerical employees employed by the School Board, which exclusive representative, shall have those rights and duties as prescribed by the P.E.L.R.A of 1971 and as described in the provisions of this Agreement.

Section 2. Sole Bargaining Representative:

Recognizing that the Union is required by the provisions of the State of Minnesota Labor Relations Act to be the sole bargaining representative of all the employees within the coverage of this Agreement, without regard to membership in the Union, the School Board hereby agrees that it will not recognize or negotiate with any other person, association, group, committee or entity other than the Union with respect to such matters and will deal solely through the agency of and with the Union.

ARTICLE III Definitions

Section 1. Terms and Conditions of Employment:

Shall mean the hours of employment, the compensation therefore including fringe benefits, and the employer's personnel policies affecting the working conditions of the employees.

Section 2. Description of Appropriate Unit:

All secretarial and clerical employees of Independent School district No. 51, Foley, Minnesota, who are public employees within the meaning of Minnesota Statute 179A.03, Subd. 14, excluding supervisory and confidential employees.

Section 3. Other Terms:

Terms not defined in this Agreement, shall have those meaning as defined by the P.E.L.R.A. of 1971, as amended.

ARTICLE IV School Board Rights

Section 1. Inherent Managerial Rights:

The Exclusive Representative recognizes that the School Board 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 employer, its overall budget, utilization of technology, the organizational structure, and selection 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 with 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 and 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. Any provisions 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 Board rights and duties shall not be deemed to exclude other inherent managerial rights and management functions not expressly reserved herein, and all management rights and management functions not expressly delegated in this Agreement are reserved to the School Board.

ARTICLE V Employee Rights

Section 1. Right to Views:

Nothing contained in this Agreement shall be construed to limit, impair, or affect the right of any employee or his 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:

Employees shall have the right to form and join labor or employees 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 Board.

With the authorization of the employee, each employee shall have the right to request and be allowed dues check off for the Union. The employee request shall be in the form of written authorization, online sign-up, or audio-recorded phone authorization submitted to the Union. The Union shall provide the District with the appropriate form of authorization (examples of appropriate form are: paper, electronic file, audio file) for dues/premier member dues deduction.

The School District agrees to honor and implement all the terms of dues-checkoff authorizations submitted by the Union and agreed to by the employee. The School District shall adhere to the specific provisions in each dues check-off authorization regarding the duration, renewal, procedure for revocation, amount of dues deducted (including premier member), and all other provisions agreed to by the employee as stated in the authorization, irrespective of the employee's membership in the Union. Such dues shall be remitted to the Union monthly.

Section 3. Request for Dues Check Off:

The District shall make available to the Union a bargaining unit list of employees including name, address, work hours, work location, position, classification, and wage schedule placement, date of employment and electronic mail addresses.

Subd. 1. It is in the interest of the employer and the union that all newly hired employees are informed of their rights, obligations, and the benefits of their employment with the District. Accordingly, each newly hired bargaining unit employee shall, during the employee's first thirty (30) days of employment, be scheduled for a Union orientation. The union steward will be released from work for the time needed to meet with employees provided that he/she give his/her supervisor sufficient advance notice to enable the Employer to plan for operational needs. To the extent possible the Union steward shall schedule time with as many new employees as possible to mitigate time away from normal duties.

ARTICLE VI Rates of Pay

Section 1. Rates of Pay:

Subd. 1. The wages and salaries reflected in SALARY AND BENEFIT SCHEDULE, attached hereto, shall be a part of the Agreement for the period commencing July 1, 2021 to June 30, 2023.

Subd. 2. A salary increase is not automatic and is effective only upon affirmative action of the School Board. The School Board reserves the right to withhold a salary increase in individual cases when it can be shown that a demonstrable deficiency in the performance of an individual employee necessitates such action.

Subd. 3. Employees hired before January 1, shall move to the next step on July 1. Employees hired January 1 or after move to the next step on July 1 of the following year. There shall be no split shifts unless approved by the employees. Split shifts shall be defined as two periods of work in one day separated by more than a one hour period.

Subd. 4. Period of Employment:

Subd. 4.1. The period of employment for full time office staff employee shall be for twelve months, which period shall begin on July 1 and shall continue through June 30 of the following year.

Subd. 4.2. Where the demands for an administrative office require that additional secretarial help be engaged during the period of the school year such employees shall be designated as General Secretaries.

Subd. 4.3. The period of employment for such General Secretaries shall be less than twelve months Sick leave benefits accrue based on months worked.

Subd. 4.4. The work day for all members of the office staff shall be an eight hour day unless other hours are agreed upon between employees and administration.

Subd. 4.5. Tardiness shall be made up the same day by extending the regular work day.

Subd. 4.6. No employee will be required to use their own vehicle in the performance of school duties. Those who volunteer, at District request, to use their vehicle shall receive mileage at the District rate.

Section 2. Substitutions:

Subd. 1. In the event that there is a position presumed to be vacant for 30 days or more and the District determines to fill the position, the position will be offered to the most senior, qualified employee first. If the employee rejects the offer, it will be offered to the next most senior employee and so on. In the event no qualified employee wishes to fill the position, the school district has the right to assign the least senior qualified employee to fill the position or hire a substitute. If the employee fills a position in a higher pay category than their own, the employee will be paid at the higher rate of pay that is higher but closest to their current rate of pay beginning with the first day of substitution. (i.e. Rate of pay is the same for Admin. Sec. step 1 and Gen. Sec step 2; General Secretary employee substituting for an Administrative Secretary in this example would be paid at step 2 Admin. Sec.)

Subd. 2 Employees who substitute outside of their regular scheduled hours shall be paid at their regular rate of pay unless substituting employee qualifies for substitute pay in subdivision 1.

ARTICLE VII Group Insurance

Section 1. Health and Hospitalization Insurance:

Subd. 1. Definition:

Insurance benefits shall be provided for all employees whose permanent assignment requires that they work 25 hours or more per week and 36 weeks or more per year. Employees working in multiple bargaining units whose permanent assignment requires that they work a combined total of 25 hours or more per week and 36 or more weeks per year shall be eligible for a pro-rated insurance contribution based on the total combined hours worked in the unit. The language in the preceding sentence about assignments in multiple bargaining units shall be effective only if the corresponding bargaining unit agrees to include the same language in their collective bargaining agreement.

Subd. 2. Single and Family Coverage:

The School District shall contribute toward the hospitalization insurance premium as indicated on the SALARY AND BENEFIT SCHEDULE. Any contribution amount in excess of the premium cost will be deposited into an HSA and/ or VEBA account, as appropriate, for the benefit of the employee. (NOTE: If Employee chooses HSA account, the plan must meet Federal guidelines.)

Employees who are married to another employee of the District, either a member of this bargaining unit or employed in another unit in the District, who are eligible for and participating in the District's health insurance plan, and who choose to be covered by one dependent policy, shall receive the combined total value of the district's contributions for one family plan and one single plan. (Such combined contributions shall not exceed the total dependent policy premium).

Subd. 3. Duration of Insurance Coverage:

An employee is eligible for Board contributions as provided in this Article as long as

the employee is employed by the School District. Upon termination of employment, all District participation and contribution shall cease effective on the last paid working day.

Subd. 4. Life Insurance:

The School District shall provide \$50,000 life insurance policy on the employee.

Subd. 5. Liability Insurance:

The School District will pay the total cost of liability insurance for employees covered under this Agreement.

Subd. 6. Dental Insurance:

Under the existing school district policy, dental insurance will be made available at the employee's expense.

Subd. 7. Income Protection Insurance:

Under the existing school district policy, income protection insurance will be made available for employees covered under this agreement. The district will contribute a dollar amount equal to 100% of the LTD premium for all unit members.

Section 2. District Insurance Committee:

One representative from the clerical unit will be allowed to serve on the district insurance committee.

ARTICLE VIII Leaves of Absence

Section 1. Sick Leave:

Subd. 1. All non-certified employees shall earn sick leave at the rate of one day per contracted working month for each year of service in the employ of the School district. On July 1 of each school year the days shall be advanced to cover the contract year. If an employee works the majority of the work days in a month, other than the assigned contracted working months, the employee will receive an additional sick day.

Subd. 2. Unused sick days may accumulate to a maximum credit of 150 days of sick leave per employee.

Subd. 3. Sick leave with pay shall be allowed by the School District whenever an employee's absence is found to have been due to her/his illness or injury which prevented attendance at school and performance of duties on that day or days. Sick leave with pay may also be allowed for absence due to illness or injury of the employee's child (child includes stepchild, biological child, adopted child, and foster child), adult child, spouse, sibling, parent, mother-in-law, father-in-law, grandchild, (grandchild includes step-grandchild, biological grandchild, adopted and foster grandchild), grandparent, stepparent, Domestic Partner and Legal Ward.

In addition, an employee, or for relatives described in the preceding paragraph, may use sick leave for "safety leave" which is for the purpose of providing or receiving assistance because of sexual assault, domestic abuse, or stalking.

Subd. 4. The School district may require an employee to furnish a medical certificate from the school health officer or from a qualified physician 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 eligibility of an employee for sick leave is reserved to the School Board subject to the grievance procedure.

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

Subd. 6. With the approval of the administration, the use of sick leave shall be allowed for necessary dental and doctor appointments for the employee and/or those defines in Subd.3 above that cannot reasonably be accomplished outside of normal duty hours.

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

Subd. 8. Upon written request, employees who have accrued 325 hours of sick leave may elect to cash out, at their current rate of pay, up to eight (8) hours of accrued sick leave each year. Such "cash out" will not affect an employee's eligibility for the sick leave bonus detailed in Article IX Section, 11.

Section 2. Short Term Leave:

Subd. 1. Death or Illness in the Family:

A leave of absence without loss of pay not to exceed five days, shall be granted for death or serious illness in the family provided that, under very unusual circumstances, the superintendent may, at his discretion, grant a reasonable extension of such leave of absence.

For the purpose of this section, family shall be defined as the spouse and children, and the employee's or spouse's father, mother, grandparents, grandchildren, brother, sister, Domestic partner or other blood relative residing in the same household. Children refers to biological, adoptive, foster, and step-children as well as sons-in-law and daughters-in law.

Such leave of absence shall not be deducted from the employee's accumulated sick leave.

Subd. 2. Other Short Term Leaves of Absence:

A leave of absence may be granted at the discretion of the administration in the event of death or serious illness of any other relative or close friend. Further, such leave may be extended to include weddings or special events. The cost of the substitute engaged for such leave of absence shall be deducted from the employee's salary, provided, however, that when such leave of absence shall be for less than one full day, and satisfactory arrangements for the care of such employee's work can be made with other employees, no salary deduction shall be made. Such leave of absence shall not be deducted from the employee's accumulated sick leave.

All absenteeism must be reported to the superintendent, business manager, or building principal. Any unauthorized or unreported absenteeism shall mean a

deduction of full wages for period absent. Excessive abuses will result in a dismissal.

Subd. 3. All leave-short term leave of absence-beyond that described in the paragraphs above-shall be refused by the administration and the School Board, unless such leave would in some way be beneficial to the School District.

Section 3. Personal Leave:

Subd. 1. All non-certified personnel may be granted two days of personal leave per year. Upon reaching eight (8) years of service to the District, employees will be granted three (3) days of personal leave per year. Personal leave may accumulate to five (5) days. Leave shall be granted, after notification to the immediate supervisor. Employee shall give immediate supervisor advance notification of intent to utilize personal day(s), if need for utilization is foreseeable.

An additional four hours per year may be used for Foley Public Schools' school-related activities of the secretary's minor child. Leave will be granted after notifying the secretary's immediate supervisor.

Subd. 2. Members of the bargaining unit who have 60 or more accumulated sick leave days may, once per year, exchange two sick days for one additional personal day to be used at the discretion of the employee. Two sick days will be deducted from the employee's accrued sick leave.

Section 4. Worker's Compensation:

Subd. 1. Upon the request of an employee who is absent from work as a result of a compensable injury under the provisions of the Worker's Compensation Act, the School District will pay the difference between the compensation received pursuant to the Worker's Compensation Act by the employee and the employee's regular rate of pay to the extent of the employee's earned accrual of sick leave and/or vacation pay.

Subd. 2. A deduction shall be made from the employee's accumulated vacation or sick leave accrual time according to the pro-rata portions of days of sick leave or vacation time which is used to supplement Worker's Compensation.

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

Subd. 4. In no event shall the additional compensation paid to the employee by virtue of sick leave or vacation pay result in the payment of a total daily, weekly, or monthly compensation that exceeds the normal compensation of the employee.

Section 5: Long Term Leave of Absence:

Subd. 1. Leave of absence will be granted to the employee by the District upon recommendation of the superintendent.

Subd. 2. All such requests are to be submitted in writing and shall state:
a. reason for request.

- b. details of plans as to how the employee intends to spend the time of leave.
- c. such benefits as may be expected by the employee and the school district.
- d. the probable date the employee will resume her/his duties.
- e. his/her intention to return to the Foley Public School for a minimum of one year.

Subd. 3. Leave of absence may be granted for medical reasons upon the recommendation of a physician. Re-instatement shall be offered only upon prior certification by a physician that the employee is capable of returning to work. Such leave of absence may also be granted at the request of the district.

Subd. 4. The employee on leave of absence must signify in writing before May 1st of the year in which her/his leave expires of his/her intent to return to his/her duties at the opening of the next school year. Failure to signify such intent will cancel the leave of absence and the employee shall forfeit any rights or claims to her/his former position.

Subd. 5. All leave shall be without pay. However, the employee shall retain her/his present status including her/his position and such privileges as may have been earned prior to such leave. Employees granted such leaves shall have the right to retain all fringe benefits at their own expense.

Section 6: Family and Medical Leave

Subd. 1. Purpose:

Pursuant to the Family and Medical Leave Act, 29 U.S.C. 2601 et. seq., an eligible employee shall be granted, upon written request, leave per year in connection with:

- (1) The birth of a child, or placement of a child with employee for adoption or foster care;
- (2) Employee's serious health condition;
- (3) Employee is needed to care for spouse, domestic partner, child, parent due to his/her serious health condition;
- (4) Qualifying exigency arising out of the fact that employee's spouse, son or daughter, or parent is on active duty or call to active duty status in support of a contingency operation as a member of the National Guard or Reserves;
- (5) Employee is the spouse, son or daughter, parent, or next of kin of a covered service member with a serious injury or illness.

Subd. 2. Eligibility:

To be eligible for the benefits of this section and insurance contribution, an employee must:

- (1) Meet the FMLA's 12 month length of service requirement and
- (2) Have met the FMLA's 1250 hours worked requirement as of the first date of requested leave. Vicki Giza is eligible for FMLA in her position and hours as General Secretary.

Subd. 3. Requirements:

If leave qualifies as FMLA leave:

- (1) Employee will be required to use available paid sick, vacation, and/or other leave during your FMLA absence. Employee will receive available paid leave and the leave will also be considered protected FMLA leave and counted against employee's FMLA leave entitlement.
- (2) Employee have a right under the FMLA for up to 26 weeks of unpaid leave in a single 12-month period to care for a covered service member with a serious injury or illness.

- (3) Employee health benefits must be maintained during any period of unpaid leave under the same conditions as if employee continued to work, including regular District group health insurance contributions as provided in this agreement.
- (4) Employee must be reinstated to the same or an equivalent job with the same pay, benefits, and terms and conditions of employment upon return from FMLA-protected leave. (If employee leave extends beyond the end of FMLA entitlement, the employee does not have return rights under FMLA.).
- (5) If employee does not return to work following FMLA leave for a reason other than the continuation, recurrence, or onset of a serious health condition which would entitle employee to FMLA leave; the continuation, recurrence, or onset of a covered service member's serious injury or illness which would entitle employee to FMLA leave; or other circumstances beyond employee's control, employee may be required to reimburse the District for the share of health insurance premiums paid during FMLA leave.

Subd. 4. Notification:

The employee will provide at least 30 days of written notice of request for leave when the reason for the leave is foreseeable. The employee shall further make reasonable efforts to schedule any treatment so as to minimize disruption of the work of the District.

Section 7. Professional Leave:

Subd. 1. Employees may attend district staff development and wellness activities as determined by the district. The district will provide sufficient time for employees to participate in staff development and wellness activities. This may include temporary or early closure of school offices.

Subd. 2. Employees will be provided with up to 1 day of professional development to attend workshops or trainings to increase their skill level as approved by the supervising building administrator.

Section 8. Union Leave:

Each year up to 2 members may attend up to 2 days of training for SEIU activities. SEIU is responsible for the cost and expenses for the training. The days will be unpaid. The district will cover the cost of the sub if needed.

Section 9. School Activities Leave:

An employee shall have access to a leave of up to a total of 16 hours during any school year to attend school conferences or school-related activities related to the employee's child that cannot be conducted during non-work time per MN Statute 181.9412. This leave shall be unpaid unless the employee chooses to use vacation or personal leave.

ARTICLE IX Hours of Service

Section 1. Hours of Service:

To be considered full time employees, the employee shall be employed for a minimum of fourteen hours per week, exclusive of lunch, and a minimum of 67 days per year.

Section 2. Compensation for Hours Worked in Excess of 40 Hour Work Week:

Employees will be compensated at one and one-half (1 ½) times the employee's regular rate of pay for hours worked in excess of the 40 hour work week. Employees may elect to take one and one-half (1 ½) hours off for each hour of overtime worked in lieu of overtime pay. Time off can be taken with one week's notice unless specific permission of the Superintendent or his/her designee has been granted. Comp time must be used

annually and may not be accumulated. Comp time accrued as of June 30th, will be paid on the July 15th payroll.

Section 3. Shifts and Starting Time:

All employees will be assigned starting time and shifts as determined by the School Board or its proper representative.

Section 4. Lunch Period:

Employees shall be provided a duty-free lunch period of at least 30 minutes.

Section 5. Holidays:

Subd. 1. Including the three floating holidays identified in subdivision 2 below, there will be a total of twelve paid holidays per year to coincide with the school calendar as adopted by the Board of Education:

New Year's Day	Labor Day
President's Day	Thanksgiving Day
Good Friday	Christmas Eve day
Memorial Day	Christmas Day
Independence Day	

Subd. 2 There will be three floating holidays to be taken by mutual agreement between employee and administration. Employees hired prior to July 1, 1987, will receive holidays which coincide with their scheduled work year. On any student day, only one secretary per building can be absent for floating holidays.

Subd. 3. When a holiday falls on Saturday or Sunday, that day will be considered a holiday for the employees of the District and arrangements for taking the holiday will be provided to insure the employee a three day weekend.

Section 6. Job Posting:

New positions or vacancies will be posted electronically. Posting will state the building of the vacancy on the posting. Applications of the interested parties should be sent to the hiring administrator. The leading candidates, as determined by the district, whose background and abilities meet the requirements of the posted position will be called in for an interview.

The selection of the candidate for the position will be made in less than 30 working days after the completion of the posting of the position. A copy of the letter to the candidate(s) selected for the position shall be sent to the appropriate steward. Seniority will be taken into consideration.

Any senior applicant not granted a position has the right to request through the union steward the reasoning behind the administration's rejection of the application with the intent being to increase or correct any qualifications that are lacking in order to be considered in future posting.

Section 7. Jury Duty:

Employees shall be granted the additional amount to make up full pay if required to serve on jury duty.

Section 8. School Closing and E-Learning:

Once per year, in the event school is called off and/or has an e-learning day and employees are not required to perform services, employees shall not suffer a reduction in pay. In the event that school is called off and/or has a e-learning day two (2) or more times in a school year, the

employees shall have the option and at the principals discretion, have the opportunity to work from home (all or part of the day) at their rate of pay, make up time, use any paid leave available to the employee or be reduced accordingly. In the event a school emergency occurs during the day, employees shall be sent home within one (1) hour without reduction in salary. In the event school starts late, all employees required to perform services shall commence work in accordance to the delayed schedule without reduction in salary. Employees who are not notified one (1) hour in advance shall receive two (2) hours pay.

On planned e-learning days that are known before the end of the workday, prior to the e-learning day, the District shall notify employees prior to the end of their workday, in advance of the e-learning day, of their ability to work remotely (all or part of the day), requirement to work on site or participate in online professional development training remotely. The District shall have a minimum of two (2) days of professional development training available for employees to participate in remotely to be utilized on an e-learning day.

Section 9. Vacations:

To be eligible for vacation, the employee must be employed for 12 months and forty hours per week. Such employees shall receive vacation as indicated on the SALARY AND BENEFIT SCHEDULE.

Subd. 1. Vacations are to be listed in the business office two weeks prior to departure. Vacations must be consumed annually and may not be accumulated.

Subd. 2. Vacations may be taken at any time with the approval of the administration.

Subd. 3. All persons hired prior to July 1, 1987, and currently earning vacation will continue to earn vacation.

Subd. 4. In the event the district makes changes to schedules resulting in twelve (12) month employees becoming less than twelve (12) month employees and/or less than forty (40) hours per week, such employees will suffer no loss in vacation benefits and will continue to earn vacation at the previous level (full time).

Section 10. Safety:

Employees shall not be required to work alone in the buildings.

Section 11. Incentive Pay:

Any employee who has not used more than two days of sick leave for the fiscal year excluding vacation, holidays (including Floating Holiday) deaths in the immediate family, personal leave and school closings shall be provided cash compensation of \$175. \$250 will be paid to any employee who misses "0" days of work, excluding vacation, holidays, (including Floating Holiday) deaths in the immediate family, personal leave, and school closings. Cash compensation shall be payable June 30th of the school year in which it is earned.

ARTICLE X Grievance Procedure

Section 1. Definitions:

Subd. 1. Grievance: "Grievance" means a dispute or disagreement as to the interpretation or application of any term or terms of any contract required under Minnesota Statutes 179.70, Subd. 1.

Subd. 2. Days: "Days" means calendar days excluding Saturday, Sunday and legal holidays as defined by Minnesota Statutes.

Subd. 3. Service: "Service" means personal service or by Certified mail.

Subd. 4. Reduced to Writing: "Reduced to Writing" means a concise statement outlining the nature of the grievance, the provision(s) of the contract on dispute, and the relief requested.

Subd. 5. Small Group of Employees: "Small Group of Employees" means a group of employees consisting of 5 or less.

Subd. 6. Answer: "Answer" means a concise response outlining the employer's position on the grievance.

Section 2. Procedure:

Subd. 1. Step 1. Whenever any employee or small group of employees have a grievance, he/she or they shall meet on an informal basis with the employee(s) or employee's immediate supervisor in an attempt to resolve the grievance within 20 days after the grievance occurred or 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 15 days 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 2). Service must be made within 15 days of the last informal meeting. The employer shall, within 5 days of receipt of the written grievance, serve its answer upon the Exclusive Representative.

In the event the Exclusive Representative refuses to process the grievance, the employee(s) may proceed with the grievance and if she/he chooses, may select a designee to represent her/him.

If the grievance involves and affects more than 5 employees, the grievance may be reduced to writing by the Exclusive Representative (or the employees or their designated representative in the event the Exclusive Representative has declined to proceed with the grievance) and must be served upon the employer within 20 days after the grievance occurred or 20 days after the grievant, through the use of reasonable diligence, should have had knowledge of the occurrence that gave rise to the grievance. The employer shall within 5 days serve its answer upon the Exclusive Representative (or in the appropriate case, employee(s) or their designee).

Subd. 2. Step 2. The employer's representative shall meet with the Exclusive Representative (or in the appropriate case, employee(s) or their designee) within seven 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 15 days of the first Step 2 meeting, the Exclusive Representative (or in the appropriate case, employee(s) or their designee), if electing to proceed with the grievance, must proceed with Step 3 by serving a proper notification on the appropriate Step 3 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.

Subd. 3. Step 3. The employer, its chief administrator, or its special representative, shall meet with the designated official of the Exclusive Representative (or in the appropriate case, employee(s) or their designee) within 10 days after receiving notice of intention to proceed with the grievance pursuant to Step 2. If resolution of the grievance results, the parties shall reduce the resolution to writing and sign the memorandum as provided in Step 2. If the parties are unable to reach agreement within 10 days after the step 3 meeting, either party may request arbitration by serving a written notice on the other party of their intention to proceed with arbitration.

If a grievance procedure is provided by a system of Civil Service or other such body the Exclusive Representative or employee(s) must elect either to process the grievance through this procedure or the Civil Service or other such body's procedure and in no event may a grievant avail herself/himself of both procedures.

Subd. 4. Step 4. The employer and the employee representative 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 Director of Bureau of Mediation Services, State of Minnesota, and a list of five names. The list maintained by the Director of the Bureau of Mediation Services shall be made up of qualified arbitrators who have submitted names from the list of five arbitrators until only one 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 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, 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 there under, or municipal charters, or ordinances or resolutions enacted pursuant thereto, or which cause a penalty to be incurred there under. 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 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 proceedings on behalf of the public employer; or
- B. If the number of persons participating on behalf of the public employer is less than 3, 3 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, failure to adhere to the time limits may result in a forfeit of the grievance or, in the case of the employer, require mandatory alleviation of the grievance as outlined 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 thereof or application of any such provision or paragraph under any circumstance is held invalid, it shall not affect any other provision or paragraph of this grievance procedure or the application of any provision or paragraph thereof under different circumstances.

ARTICLE XI Probation, Discharge, Promotion, Lay Off, Recall

Section 1. Probationary Period:

All new secretarial shall be on probation for a period of six months (exclusive of summer). After the probationary period, the secretary will be, if retained, a regular secretary of the district and entitled to the privileges thereof.

Section 2. Applications for Posting:

Applications for posting will be submitted to the superintendent. Qualifications for various positions will be the chief determining factor. However, seniority will be taken into consideration.

Section 3. Probationary Period for Transferred Position:

Secretarial members who transfer positions within the unit shall be on probation for a period of three months during the school year (exclusive of summer). During the probationary period, both management and employee have the option for the employee to return to prior position.

Section 4: Lay Off and Recall

Subd. 1. Seniority Rights:

The Board recognizes that the purpose of seniority is to provide a declared policy as to the order of layoff and recall of employees. Employees with the least seniority shall be laid off first. If a former employee elects not to return to work when recalled, the employee shall forfeit seniority rights.

Subd. 1.1. If a senior employee's position is eliminated or reduced, the employee may displace the least senior employee in their classification, if qualified, or a lower classification, if qualified. Seniority shall be determined by total years of employment in the unit. Classification, for the purposes of layoff and recall, shall include months and hours of service.

Subd. 1.2. Seniority List: Once per year, during the month of November, the school district shall issue an updated seniority list to the union steward. Bargaining unit members will have 14 calendar days to review the seniority list and challenge, through the union steward, any inaccuracies they can document. If no challenges are received within the 14 calendar day period, the list will be deemed to be accurate.

Subd. 2. Notice:

A two week notice will be given to an employee and the union steward before an employee's hours are reduced, the building location changed, the job duties are significantly changed or the job is eliminated, unless the situation necessitating the change makes such notice

impossible.

Subd. 3. Displacement:

If a senior employee's position is eliminated or is reduced, the employee may displace the least senior employee in their classification, if qualified, or a lower classification, if qualified. Seniority shall be determined by total years of employment in the unit. Classification, for the purposes of layoff and recall, shall include months and hours of service.

The displaced employee may displace the least senior employee in the same classification, if qualified, or the least senior employee in the next lower classification, if qualified. This procedure shall continue until the least senior employee is laid off. A displaced employee shall be placed on the pay step nearest their present rate in the lower classification. In no case shall a displaced employee displace another employee with more seniority.

Subd 4. Recall:

For the purposes of recall, an opening occurring within two (2) years shall be offered to the employee with the most seniority, provided the employee possesses the relevant qualifications. The position must be at or lower than the employee's previous classification. Employees will be considered to be on recall status until such time as the employee is "made whole" (returned to previous classification) or after being on recall status for two (2) years, whichever comes first.

Subd. 5. Layoff Classification Chart:

Administrative Secretary

- 12 Months + Hours
- 11 Months + Hours
- 10 Months + Hours
- 9 Months + Hours

General Secretary

- 12 Months + Hours
- 11 Months + Hours
- 10 Months + Hours
- 9 Months + Hours

Subd. 6 Disciplinary Action:

After an employee has completed the probationary period, the employee may be disciplined or discharged only for just cause.

Disciplinary action shall include the following:

- 1) Oral reprimand
- 2) Written reprimand
- 3) Suspension with or without pay
- 4) Demotion
- 5) Transfer and/or reassignment of job duties
- 6) Dismissal

Consistent with the principles of just cause, the severity of discipline chosen by the School District shall be commensurate to the seriousness of the employee's misconduct or failure to act.

ARTICLE XII Severance Pay

Section 1. Eligibility:

Full time employees who have completed at least 15 years of continuous service with the School District who are at least 55 years of age, shall be eligible for severance pay pursuant to the provisions of this Article, upon submission of a written resignation accepted by the School District.

Section 2. Computation:

Employees shall be eligible to receive as severance pay, upon her retirement, the amount obtained by multiplying 55% of his/her unused number of sick days, time his/her daily rate of pay. The employee may choose to have severance placed in a tax-deferred account, as provided by applicable law.

Section 3. Payment:

Severance pay shall be paid by the School District within 30 days after the effective date of retirement, but shall not be granted to any employee who is discharged by the School District. In the event of the employee's death prior to receiving full payment of severance pay, the employee's legal beneficiary shall receive the remainder due the deceased.

Section 4. Continuing Eligibility:

Full time employees who have completed at least 15 years of continuous service with the School District and are at least 55 years of age at retirement shall be eligible to remain in the existing group health and hospitalization insurance program and shall remain eligible for Board contribution toward single coverage, such eligibility to continue until Medicare eligible.

ARTICLE XIII 403(b) Matching Annuity Program

Section 1. 403(b) Annuity Matching Program:

Employees hired after July 1, 2004 no longer qualify and shall not be eligible for severance pay under Article XII of the Master Agreement. Such employees shall only be eligible to participate in the 403(b) annuity matching program. The District shall make matching contributions to such program, the maximum amount as set forth in Section 2 below.

Section 2. Any Employee Eligible for Severance Pay:

Any employee eligible for severance pay pursuant to Article XII of this master agreement will continue to be eligible to receive severance pay as set forth therein. Such employee may also participate in the District's 403(b) annuity matching program. The District matching contribution to such program shall be in the amount as set forth in Section 3 below, but will not exceed a lifetime contribution cap of \$17,000 per employee.

Upon the retirement of an employee eligible for severance pay, the total amount of the District's matching contributions to the 403(b) annuity account shall be deducted from any severance pay obligation under Article XII of the master agreement. However, if the district has met the \$17,000 lifetime contribution limit the employee shall not be entitled to receive any severance pay pursuant to Article XII.

Those employed prior to July 1, 2004 have two options:

- a. continue with the current severance and not participate in 403B
- b. participate in 403B and 102% of annual contribution, compounded annually, to the 403B will subtracted from the final severance pay out upon the employees retirement. For example:

$$\$225 \times 1.02 = \$229.50$$

$$\$229.50 + \$225 = \$454.50 \times 1.02 = \$463.59$$

$$\$463.59 + \$225 = \$688.59 \times 1.02 = \$702.36 \text{ and so forth until the individual retires under the provisions of Article XII.}$$

Section 3. Employee Match:

Eligible and participating employee must elect to participate in the 403(b) annuity matching program pursuant to the annuity plan requirements at the beginning of the plan year. The District matching contribution to employees participating in the 403(b) annuity matching program shall be as follows:

Current Year of Service to the District	
0-1	No match
2-4	\$300
5-7	\$425
8-10	\$550
11-13	\$650
14+	\$800

The District's matching contribution will be dollar-for-dollar as required under Minnesota Statutes Section 356.24 up to the annual maximum match set forth above, subject to the maximum career District contribution as set out above. The annual limit on the amount individual employees may contribute to his/her 403(b) annuity account shall be governed by the applicable sections of the Internal Revenue Code and the regulations promulgated there under. Employees working at least 20 hours per week for a minimum of 36 weeks shall have the choice of contributing 50% or 100% of the match. The district will then contribute the 50% or 100% of the match as chosen by the employee. Employees working at least 15 hours and under 20 hours per week for a minimum of 36 week are entitled to a 50% match.

Section 4. Approved Plans:

The District will make matching contributions only to annuity plans offered by vendors who participate in the District's payroll deduction program and have a hold harmless agreement with the District. New vendors need a minimum of five employees and a hold harmless agreement.

Section 5. Election:

Eligible and participating employees must make application for participation in the 403(b) annuity matching program by July 1, 2007 and by June 1 of each school year thereafter. Once an eligible employee elects to participate in the 403(b) annuity matching program, said election is irrevocable for that school year and will continue each subsequent year unless modified by the employee who must notify the District and annuity carrier.

Section 6. Death of an employee Participant:

If an employee participant dies before retirement, the employee's 403(b) annuity account shall be given to his/her designated beneficiary, if any, otherwise to his/her estate.

Section 7. Applicable Laws:

The 403(b) annuity matching program of Independent School District No. 51 and/or the District is subject to the Laws of the State of Minnesota, Minnesota Statutes Section 356.24 and the Internal Revenue Code. 26 U.S. C. § 403(b).

ARTICLE XIV Duration

Section 1. Term and Reopening Negotiations:

This agreement shall remain in full force and effect for a period commencing on July 1, 2021 to June 30, 2023, and thereafter until modifications are made pursuant to the P.E.L.R.A. of 1971. 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 Board and the Exclusive Representative 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. Finality:

Any matters relating to the terms and conditions of employment, whether or not referred to in this Agreement, shall not be open for negotiations during the term of the Agreement, except by mutual consent.

Section 4. Severability:

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

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

FOR:

Service Employees International Union
Local 284
450 Southview Blvd
So St Paul, MN 55075



Contract Organizer



Chief Employee Negotiator

Dated this 14th day of March, 2022

FOR:

Board of Education
Ind. School District #51
Foley Public Schools
Foley, MN 56329



Chairperson of the Board



Clerk of the Board

Dated this 14 day of March, 2022

SALARY AND BENEFIT SCHEDULE

2021-2022	Year One	Year Two	Year Three	Year Four
Administrative Secretary	\$19.43/Hr	\$20.28/Hr	\$22.10/Hr	\$22.58/Hr
General Secretary	\$18.19/Hr	\$19.05/Hr	\$20.85/Hr	\$21.32/Hr

2022-2023	Year One	Year Two	Year Three	Year Four
Administrative Secretary	\$19.43/Hr	\$20.28/Hr	\$22.10/Hr	\$22.58/Hr
General Secretary	\$18.19/Hr	\$19.05/Hr	\$20.85/Hr	\$21.32/Hr

Longevity Pay: 5 Years of continuous service in the School District = \$0.60 additional per hour
 10 Years of continuous service in the School District = \$0.70 additional per hour
 20 Years of continuous service in the School District= \$0.90 additional per hour

	9-month	10-month	12-month
Working days	187 days	209 days	260 days
Personal days	2 days (3 days after 8 years)	2 days (3 days after 8 years)	2 days (3 days after 8 years)
Sick days	9 days	10 days	12 days
Vacation days	0 days	0 days	0-5 periods 10 days 6-10 periods 15 days 11-20 periods 20 days
Holidays	8 days + 3 float	8 days + 3 float	9 days + 3 float
Professional days	1 day	1 day	1 day

District Health Insurance Contribution: The District contribution toward insurance shall be as follows:

	2021-2022	2022-2023
Full Time 12 Mo. Employee: Single Premium	\$8,411.00/Yr	\$8,916/Yr
Full Time 12 Mo. Employee: Family Premium	\$12,797.00/Yr	\$13,565Yr
Full Time 9-11 Mo. Employee: Single Premium	\$7,906.00/Yr	\$8,380/Yr
Full Time 9-11 Mo. Employee: Family Premium	\$10,238.00/Yr	\$10,852/Yr

Insurance contribution will be based on base contract time only, excluding extra time.

LETTER OF UNDERSTANDING
EMPLOYEES WORKING IN MULTIPLE UNITS

It is hereby understood by and between the SEIU Food Service Employees, Custodians/Mechanics, Laundry, and Secretarial/Clerical, Non-Certified Educational Assistants AFT Local 6037, van drivers and bus drivers and Independent School District No. 51, Foley, Minnesota, as follows:

During the term of this Master Agreement, representatives of SEIU will meet jointly with representative(s) of the School Board, the Superintendent, and Director of Finance and Operations, to study the problems caused by the District's employment of the same individual(s) in multiple units and the applicable sections and benefits specified in each unit's contract.

The outcomes of these meetings may be one of the following:

1. The parties may mutually agree to a solution that can be put into effect upon each party's approval of an LOU incorporating that solution.
2. The parties may mutually agree to a solution which can be put in the subsequent master agreement with the agreement of each of the parties.
3. The parties may refer the problem to the negotiators of the subsequent master agreement and share the information they have learned about the problem.

Meeting time for the Secretary Clerical SEIU Local 284 Study Committee members will be uncompensated outside the work day time.

IN WITNESS WHEREOF, the parties have executed this Letter of Understanding as follows:

For: Secretarial/Clerical Local 284

By: 
Contract Organizer

Dated this 14th day of March, 2022.

For: Independent School District No. 51

By: 
Chairperson

Dated this 14 day of 3, 2022.