



**Excellence.
Every School.
Every Student.
Every Day.**

LABOR AGREEMENT

between

HOPKINS SCHOOL DISTRICT 270

and

**HOPKINS CLERICAL ASSOCIATION
(SECRETARIAL/CLERICAL EMPLOYEES)**

**Effective Dates:
July 1, 2019 through June 30, 2021**



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This **AGREEMENT**, entered into on the 2nd day of June, 2020, between **Independent School District No. 270**, hereinafter called the **EMPLOYER**, and **The Hopkins Clerical Association**, hereinafter called the **ASSOCIATION**, has as its basic objective the promotion of the responsibilities of the **EMPLOYER** for the public good.

ARTICLE 1 PURPOSE

The **ASSOCIATION** and the **EMPLOYER** agree that the purpose for entering into the **AGREEMENT** is to:

- 1.1 establish the foundation for a harmonious and effective labor-management relationship;
- 1.2 provide for a means to peacefully resolve disputes concerning the application or interpretation of this **AGREEMENT**;
- 1.3 specify the full and complete understanding of the parties; and
- 1.4 place in written form the agreed upon terms and conditions of employment for the duration of this **AGREEMENT**.

ARTICLE 2 RECOGNITION

- 2.1 Recognition of **ASSOCIATION**. The **EMPLOYER** recognizes the **ASSOCIATION** as the exclusive representative for the purpose of collective bargaining for all association employees of Independent School District No. 270, Hopkins, Minnesota, whose employment service exceeds the lesser of fourteen (14) hours per week or thirty-five (35) percent of the normal workweek and sixty-seven (67) workdays per year, excluding supervisory, administrative and confidential employees, students and educational aides.
- 2.2 In the event the parties cannot agree as to the inclusion or exclusion of a newly established or modified job classification within the appropriate unit established by 2.1, either party may request the Bureau of Mediation Services to resolve the dispute.

ARTICLE 3 SCOPE OF AGREEMENT

It is the intention of the **ASSOCIATION** and the **EMPLOYER** that the coverage of this **AGREEMENT** is limited to the "terms and conditions of employment," defined as:

"The hours of employment, the compensation therefore including fringe benefits," that are specifically established herein and are not intended to be in conflict with any statute of the State of Minnesota or rule or regulation promulgated thereunder.

ARTICLE 4 EMPLOYER RIGHTS

- 4.1 The **EMPLOYER** retains the full and unrestricted right to operate and manage all labor, facilities, and equipment; to establish functions and programs; to set and amend budgets; to determine the utilization of technology; to establish and modify the organizational structure; to select, direct, and determine the number of

personnel; and to perform any inherent managerial function not specifically limited by this **AGREEMENT**.

- 4.2 Any "term or condition of employment" not established by this **AGREEMENT** shall remain with the **EMPLOYER** to establish, modify, or eliminate as it sees fit by work rules.

ARTICLE 5 ASSOCIATION RIGHTS

- 5.1 The **EMPLOYER** shall deduct from the wages of employees whose positions are part of this bargaining unit an amount necessary to cover monthly **ASSOCIATION** dues. Such monies shall be remitted to the **ASSOCIATION** as established by the director of Business Services.
- 5.2 Representatives of the **ASSOCIATION** shall be permitted to enter the facilities of the **EMPLOYER** where employees covered by this **AGREEMENT** are working upon notification to the Human Resources Employment Specialist.
- 5.3 The **EMPLOYER** shall not enter into any **AGREEMENT** with employees which conflicts with the terms and conditions of this **AGREEMENT**.
- 5.4 The **ASSOCIATION** may designate employees from the bargaining unit to act as Representatives and shall inform the **EMPLOYER** in writing of the names of such Representatives and of successors when so named. Employees so designated shall have the duties and responsibilities established by **ARTICLE 23** (GRIEVANCE PROCEDURE).

ARTICLE 6 PROBATIONARY PERIOD

- 6.1 All individuals who are original hires or rehires shall serve a six (6) continuous month working probationary period.
 - 6.11 The probationary period shall serve as a period of time during which the employee shall demonstrate fitness and ability to perform the job classification's duties and responsibilities.
 - 6.12 At any time during the probationary period an employee may be terminated at the discretion of the **EMPLOYER**. Employees terminated during the probationary period shall receive a written notice of such termination.
 - 6.13 An additional thirty (30) continuous working day extension of the probationary period may be required upon the mutual agreement of the **EMPLOYER** and the **ASSOCIATION**.

- 6.2 Employees promoted to a higher job classification or an employee who successfully obtains a posted position within the bargaining unit (voluntary lateral or demotional move) shall serve a three (3) continuous month working probationary period.
- 6.21 The probationary period shall serve as a period of time during which the employee shall demonstrate fitness and ability to perform the job classification's duties and responsibilities.
- 6.22 At any time during the probationary period the **EMPLOYER** or the employee may request a review of the performance of the employee to resolve any problems. If the problem cannot be resolved to the mutual satisfaction of both parties, the employee has the option of returning to the employee's previous position.
- 6.23 An additional thirty (30) continuous working day extension of the probationary period may be required upon the mutual agreement of the **EMPLOYER** and the **ASSOCIATION**.

ARTICLE 7 HOURS OF WORK

- 7.1 The normal workday shall be eight (8) consecutive hours, excluding a one-half (1/2) hour unpaid lunch period during the scheduled school year.
- 7.11 Full-time forty (40) hour per week employees will receive a one-half (1/2) hour paid lunch for summer hours worked. The Human Resources Employment Specialist will advise qualified employees of the beginning and ending dates of summer hours.
- 7.2 The normal workweek shall be five (5) consecutive days in a calendar week.
- 7.3 The normal work year shall be established by the **EMPLOYER** and assigned to employees.
- 7.4 The amount and schedule of days of work, the scheduled beginning and ending hours of work, and any allowable break periods shall be established by the employee's immediate supervisor.
- 7.5 Nothing in this **AGREEMENT** shall be construed as and is not intended to be a guarantee of any hours of work per normal workday or workweek.

ARTICLE 8 EMPLOYMENT STATUS

- 8.1 Full-time employees are defined as individuals assigned to an employment classification, scheduled for a normal workweek of thirty (30) hours or more and

who work a minimum of 1300 hours per year, and who are compensated at an hourly rate for all hours worked as established by **ARTICLE 9**.

- 8.2 Part-time employees are defined as individuals assigned to an employment classification, scheduled for a normal workweek of more than fourteen (14) but less than thirty (30) hours or who work 1299 hours or less per year, and who are compensated at an hourly rate for all hours worked as established by **ARTICLE 9**.
- 8.3 Casual employees are defined as individuals scheduled for a normal workday or days on an intermittent basis to meet the needs of the **EMPLOYER**.
- 8.4 Full-time and part-time employees shall be subject and entitled to all "terms and conditions of employment" to the extent established by this **AGREEMENT**. Casual employees shall not be covered by this **AGREEMENT**.

ARTICLE 9 EMPLOYMENT CLASSIFICATIONS AND SALARY

- 9.1 **Pay Classes.** Employees shall be hired for and assigned to the following employment classifications which shall be classified for pay purposes as follows:

2019-2021 Employment Classifications

Class 1	Receptionist	
Class 2	Secretary – HAP Program Secretary – Adult Basic Education Secretary/Receptionist – Early Childhood/Family Ed.	School Office Clerk AP Test Facilitator
Class 3	Media Clerk Attendance Coordinator, HHS District Media Secretary Youth Programs Assistant Secretary – Student Services Secretary – HCC, Volunteer Services Secretary – Transition Plus Secretary – Student Information Specialist Secretary – Early Childhood/Special Education Coordinator Copy Center Operator/Computer Graphic Artist Adult Programs Assistant Early Childhood Enrollment Clerk	Secretary – Special Services Testing Coordinator – HHS Adult Options Lead Secretary Secretary – Attendance/Guidance Benefits Assistant
Class 4	Secretary/Acct. Clerk – School Nutrition Secretary – Third Party Billing Accounts Payable Clerk Accounts Clerk, Kids & Company and Tuition Programs Early Childhood Programs Secretary District Enrollment Specialist	

Class 5 Special Services Tuition Specialist Secretary – Junior High Secretary – Associate Principal Secretary – Information Systems, MARSS Reporting Marketing and Community Relations Assistant Student Activities Secretary Secretary – Technology & IS Secretary – Assistant Principal, HHS

Class 6 Administrative Assistant - Community Education Administrative Assistant –Transportation Administrative Assistant - Buildings & Grounds Administrative Assistant – School Nutrition Special Education Router

Class 7 Elementary Administrative Assistant Administrative Assistant – Teaching & Learning

**CLERICAL SALARY RANGE FOR NEW HIRES
2019-2021**

Hourly Range Model		
Class	Minimum	Maximum
1	11.71	16.25
2	15.13	20.73
3	15.48	21.38
4	16.51	22.49
5	17.16	23.27
6	18.66	24.84
7	18.95	25.55

EXISTING EMPLOYEES (NON-NEW HIRES)

All existing employees will receive a 3.5% increase applied to their 2018-2019 hourly rate effective July 1, 2019.

All existing employees will receive an additional 3.5% increase applied to their 2019-2020 hourly rate effective July 1, 2020.

9.2 Compensation.

9.21 **Basis of Compensation.** Current employees hired for a position in a Class other than currently employed at will not be held to the min/max rate.

9.22 **Paydays.** Paydays shall be the fifteenth (15th) and thirtieth (30th) of each month. When the fifteenth (15th) or the thirtieth (30th) do not fall on a workday, payment shall be made on the day prior which is not a named holiday (see Article 17) or a weekend day. A calendar of paydays with corresponding cut-off dates for purposes of payroll periods will be prepared by the **EMPLOYER.**

The **ASSOCIATION** agrees that if the **EMPLOYER** should institute a biweekly payroll system, the current specified paydays shall be null and void.

9.221 **True Time.** Employees with paycheck errors, not due to the employee error, will have a corrected paycheck issued, at the latest by the next pay period, sooner if time allows.

9.23 **Salary Schedule Progression.** Employees employed before January 1 shall be assigned the preceding July 1 as their anniversary date. Employees employed on or after January 1 shall be assigned the succeeding July 1 as their anniversary date.

9.24 **Overtime.** Hours worked in excess of eight (8) in a normal workday or in excess of forty (40) in a normal workweek shall be compensated at the rate of one and one-half (1-1/2) the employee's hourly rate of pay, or shall be credited compensatory time at the rate of one and one-half (1-1/2) time subject to the request of the employee and approval of the immediate supervisor. Prior to working overtime, the employee may choose to receive their hourly overtime rate of pay or may choose to bank the time as compensatory time. The immediate supervisor shall keep appropriate records of all compensatory time earned and used by an employee. An employee may accrue a maximum of forty (40) hours of compensatory time. Once the forty (40) hour limit has been reached, the employee will no longer have the option of banking compensatory time and shall be paid monetary overtime compensation for all hours of overtime worked thereafter. Upon request, an employee will be permitted to use compensatory time off within a reasonable period of time after making the request. The time off may not unduly disrupt the operations of the **EMPLOYER**. Unused compensatory time will be paid to the employee at the end of the fiscal year unless the immediate supervisor/appropriate director authorize a carry-over of unused compensatory time into the next fiscal year. Upon the approval of the immediate supervisor/appropriate director, all or part of earned compensatory time may be paid in wages. Upon separation from the District an employee will be paid for all unused compensatory time up to the forty (40) hour limit.

Flexible Scheduling. Clerical staff may sign up for flexible scheduling, thereby, voluntarily agreeing to work in excess of eight (8) hours per day, but within the forty (40) hour work week. Additional hours above eight (8) per day will be determined by the supervisor and agreed upon by the employee. The flexible scheduling option is not intended to be a requirement or expectation. Staff will have the opportunity to sign-up for the flexible scheduling option as follows:

(1) June 1st or the beginning of their contract year, whichever comes first;

(2) January 1st; or

(3) other times of the year as necessary due to personal circumstances.

By signing up for flexible hours, the employee forfeits his/her claim to overtime in excess of eight (8) hours per day. Overtime, however, will accrue in excess of forty (40) hours per week. For those who do not choose flexible scheduling, current overtime language applies.

1040/2080 Plan: The **EMPLOYER** will employ class VII clerical employees known as Administrative Assistant, for no more than 2240 hours in any 52 consecutive week period beginning July 1 and ending June 30. Compensation for overtime worked, whether in cash or compensatory time off, will be paid after an employee has worked in excess of 12 hours in a workday or 56 hours in a workweek, including all absences with pay authorized by this agreement.

9.25 **Emergency Closing (Students only).** In the event that schools are closed for students but not for staff due to inclement weather or other unforeseeable circumstances, clerical bargaining unit employees will report to work as soon as practical unless they are instructed not to report to work. Employees who are unable to report to work may draw personal leave or vacation, if available, or may take the day off without pay.

Early Dismissal/Special Circumstances. When clerical staff are not required to work or are dismissed early by the **EMPLOYER** due to inclement weather or emergency closings, clerical staff regularly scheduled for work shall suffer no loss in pay. Clerical staff directed to perform duties in handling an emergency situation or weather related events shall receive one and one-half times (1.5) their normal rate of pay for the hours worked.

9.26 **Full-Year Differential**

9.261 Twelve-Month Differential. Full-time employees assigned to a fifty-two (52) week work year shall receive an additional Assignment/Add-On amount of thirty-six (36) cents per hour in 2019-2020 and 2020-2021 in addition to the employee's Hourly Pay Amount.

9.262 Full-time employees assigned to a work year of less than fifty-two (52) weeks shall not be eligible for the Full-Year Differential.

9.3 **Previous Experience.** At the discretion of the **EMPLOYER**, employees may be given experience increment credit to a maximum of the employee's experience at the time of initial employment. The **EMPLOYER** will provide a monthly report

of all new bargaining unit employees to the **ASSOCIATION**. The monthly notice will include name, building location, job title, classification, and step.

9.31 A continuous ISD 270 employee (meaning no break in service without an approved LOA) who enters the clerical bargaining unit (or who changes jobs within the clerical bargaining unit) will be eligible to convert their continuous, contracted ISD 270 hours (hours must "contracted," not simply "time-carded" hours) to years of service credit for purposes of benefit eligibility levels as follows:

Vacation: Total contracted hours in an employee group which provided paid vacation at the time the employee left the bargaining unit (regardless of whether the employee was actually receiving paid vacation) divided by 2080.

Severance: Total contracted hours in an employee group which provided paid severance benefits at the time the employee left the bargaining unit divided by 1140.

Longevity: Total contracted hours in an employee group which provided longevity benefits at the time the employee left the bargaining unit divided by 728.

ARTICLE 10 SICK LEAVE

10.1 **Rate of Accumulation.** Full-time employees shall earn one (1) day of sick leave per each full month of employment. Earned sick leave may accumulate to an unlimited amount.

10.2 Full Time Employee Use of Sick Leave.

10.21 Accumulated sick leave may be used for absences from work necessitated by illness or injury. For compensation purposes, when the use of sick leave is approved, employees will be considered to have worked their normal workday.

10.22 The use of accumulated sick leave in excess of three (3) consecutive work days or the repeated and systematic use of sick leave may require medical verification of the illness or injury at the discretion of the superintendent or designee.

10.23 Employees who are injured or ill for a period of time which exceeds their accumulated sick leave may request an unpaid leave of absence in accordance with the provisions of **ARTICLE 20 (UNPAID LEAVES OF ABSENCE)**.

- 10.24 **Disaster Leave.** Additional sick leave benefits shall be granted to any employee who has exhausted accumulated sick leave benefits if such employee has been continuously disabled and unable to perform services for a period of thirty (30) or more consecutive duty days, as certified by a physician. Additional sick leave benefits shall also be granted for a subsequent absence during the same duty year if such absence is due to the same medical condition. Such additional sick leave benefits shall commence upon completion of the thirty (30) duty day waiting period. Additional sick leave benefits shall continue only for the period during which the employee remains continuously disabled and unable to perform services, and shall cease on the sixty-first (61st) duty day of disability.
- 10.25 Misuse of the sick leave benefit shall be just cause for disciplinary action as provided by the provisions of **ARTICLE 22 (DISCIPLINE AND DISCHARGE)**.
- 10.3 **Notification.** Employees unable to report for their normal workday shall notify their supervisor prior to their scheduled starting time. Employees returning to work from a long term illness, more than three (3) days, shall notify their supervisor at least one (1) calendar day prior to their scheduled starting time. Employees failing to give such notice may be subject to discipline as provided by **ARTICLE 20 (DISCIPLINE AND DISCHARGE)**.
- 10.4 **Part-time Employee.** Part-time employees working more than fourteen (14) but less than thirty (30) regularly scheduled hours per work week shall receive six (6) days of sick leave per year. Sick leave may be used for personal illness, family illness, or funeral leave under the conditions established in **ARTICLES 10.2, 11, and 12.**
- 10.41 Employees working less than fourteen (14) regularly scheduled hours per week shall not be eligible for sick leave benefits as established by this **ARTICLE.**

ARTICLE 11 FAMILY ILLNESS

- 11.1 Employees may use accumulated sick leave to provide care because of a serious illness to a member of the employee's immediate family in accordance with MN Statute 181.9413.
- 11.2 In unusual circumstances, two (2) additional days of accumulated sick leave may be approved as determined by the superintendent or designee for family members as defined in 11.1 paragraph 1.
- 11.3 For compensation purposes, when family illness leave is approved employees will be considered to have worked their normal workday.

ARTICLE 12 FUNERAL LEAVE-BEREAVEMENT LEAVE

- 12.1 Employees may use up to a maximum of three (3) days of accumulated sick leave, if necessary, for bereavement for a death in the employee's family or the death of a person of significance to the employee when such absences are approved by their supervisor. If an employee chooses, they can opt to use accumulated compensatory time, use personal time, or take an unpaid leave of absence.
- 12.2 In unusual circumstances two (2) additional days of accumulated sick leave may be approved as determined by the superintendent or designee.
- 12.3 For compensation purposes, when funeral leave is approved, employees will be considered to have worked their normal workday.
- 12.4 Employees may be absent from their duty day or a part of their duty day to attend local funerals when such absences have been approved by the building principal/supervisor. Employees may make up lost time, use accumulated compensatory time, use personal leave time, or take an unpaid leave of absence.

ARTICLE 13 PERSONAL LEAVE

- 13.1 Full-time employees shall earn two (2) days of personal leave per contract year in order to conduct personal business or to be absent for an event which is important to the employee which can only be conducted during the normal workday. Requests for personal leave shall be made in advance of its use and shall be subject to the approval of the immediate supervisor or designee.
 - 13.11 A full time employee who does not use all of his/her personal leave days during the fiscal year may carry over up to two (2) unused days. At no time may an employee's personal leave balance exceed four (4) unused days.
- 13.2 Full-time Class 7 Elementary Administrative Assistants shall earn one (1) additional day of personal leave per contract year, subject to the carry over guidelines as noted in 13.11 above.
- 13.3 For compensation purposes, when personal leave is approved, employees will be considered to have worked their normal workday.
- 13.4 Part-time employees shall not be eligible for personal leave benefits as established by this **ARTICLE**.
- 13.5 **Professional Leave.** A professional leave of absence day may be granted to an employee at the **EMPLOYER's** discretion.

ARTICLE 14 VACATIONS

- 14.1 Full-time employees assigned to a fifty-two (52) week work year shall earn vacation in accordance with the following schedule based on years of continuous service. For the purpose of determining years of continuous service for vacation schedule progression, employees hired after July 1, 1990, will use their employment anniversary date. Employees hired before July 1, 1990, will use a payroll anniversary date effective as of the previous July 1. Employees may use earned vacation benefits in accordance with **ARTICLE 14.15**. During the first (1st) year of employment, employees may use vacation time as earned.
- 14.11 During the first (1st) year through the fifth (5th) year of continuous employment, ten (10) days of vacation per year shall be earned.
- 14.12 During the sixth (6th) year through the fourteenth (14th) year of continuous employment, fifteen (15) days of vacation per year shall be earned.
- 14.13 Beginning the fifteenth (15th) year of continuous employment, employees shall earn twenty (20) days of vacation per year.
- 14.14 Beginning the twentieth (20th) year of continuous employment, employees shall earn twenty-three (23) days of vacation per year.
- 14.15 Beginning the twenty-fifth (25th) year of continuous employment, employees shall earn twenty-five (25) days of vacation per year.
- 14.16 Vacation schedules shall be arranged with the approval of the supervisor.
- 14.2 Full-time employees assigned to a work year of less than fifty-two (52) weeks and who are subsequently scheduled for a fifty-two (52) week work year shall be given continuous experience credit for the purposes of vacation credit based on the conversion of continuous full-time work weeks to a fifty-two (52) week work year.
- 14.3 In all cases, full-time employees eligible for vacation shall be scheduled for a vacation during the work year with the approval of and at the discretion of the **EMPLOYER**.
- 14.4 For compensation purposes, employees on vacation will be considered to have worked their normal workday or days.
- 14.5 Part-time employees shall not be eligible for vacation benefits as established by this **ARTICLE**.

- 14.6 Full-time employees working nine (9) months but less than twelve (12) months may request time off without pay at a time mutually agreeable to the **EMPLOYER** and employee.
- 14.7 An employee who does not use all of his/her vacation days during a fiscal year may carry over the unused days, to a maximum of ten (10) days, with the approval of the employee's immediate supervisor and the Human Resources Administrator, or designee.

ARTICLE 15 JURY DUTY

- 15.1 Full-time and part-time employees required to serve on jury duty shall be considered to be on jury duty for the period of time service is required of such jury and shall suffer no loss in pay. Upon completion of jury duty, an employee shall present evidence of fees and expenses received for such service. The fees received for service on a duty day, excluding travel and reasonable meal expense, shall be refunded to the **EMPLOYER** by personal check.

ARTICLE 16 INSURANCE

16.1 Eligibility.

The insurance benefits established by **ARTICLE 16** shall be provided to full-time employees as established by this **ARTICLE**. The parties recognize that the cost of the health insurance is, perhaps, the most unpredictable expense facing employees and **EMPLOYER**. The parties have pledged to work together to provide a high quality, cost effective plan.

Full-time employees shall be eligible for 100% of the "full time contribution" (hereafter FTC) as established by Section 16.2, below.

16.2 School District Health-Medical Insurance Contribution.

Employee Contribution.

Effective July 1, 2019, the **EMPLOYER** will contribute 100% of the single monthly premium for eligible full-time employees that elect Low Deductible single or HOOP single coverage. Effective July 1, 2019 the **EMPLOYER** will contribute 55% of the family monthly premium for eligible full-time employees who elect Low Deductible family coverage and 65% of the family monthly premium for eligible full-time employees who elect HOOP family coverage. The premium contributions established in this article will be provided in both years of this contract.

Any Clerical employee enrolled in a District medical plan as of the ratification date of the 2019-2021 HCA Contract will continue to receive the district

contribution until the employee either resigns, retires, or works less than the full-time status as defined in the 2019-2021 Clerical Association Labor Agreement.

16.21 Health Incentive Any clerical employee who participates in the health insurance plan each year of the agreement will be eligible for an additional \$200.00, provided that the employee provides evidence that he/she has (1) completed a health risk assessment, (2) had a physical during the year and (3) has created and is working on a personal health improvement goal.

This stipend will be paid on the June 30th paycheck, with all forms due in the district office no later than May 15.

16.3 Dental Coverage

Effective July 1, 2019, the EMPLOYER will contribute 100% of the single monthly premium for eligible full-time employees who enroll in a dental insurance coverage in both years of the contract.

16.4 VEBA Contribution.

Effective July 1, 2019, full-time employees who elect to enroll in Low Deductible medical insurance coverage (single or family) will receive an annual VEBA contribution of six-hundred dollars (\$600). Full-time employees who elect to enroll in HOOP medical insurance coverage (single or family) will receive an annual VEBA contribution of one-thousand-eight-hundred dollars (\$1800).

The contributions to the VEBA account shall be available to the Employee for payment of Employee medical expenses. In the event of the employee's death, distribution of these funds are determined by IRS guidelines.

16.5 Insurance Continuance.

Employees shall have the right to continue to participate in the group health-medical-dental insurance program established by this Article pursuant to MN. Statute 471.61. Employees participating shall pay the cost of the single or dependent coverage.

16.6 Disability Benefit Contribution.

In the event of an employee's total disability the **EMPLOYER** shall continue monthly premium contributions for a period of six (6) consecutive months from the date of total disability. The date of total disability shall mean the date the employee qualifies for income disability insurance benefits as established by Article 16.8.

16.7 Voluntary Acceptance.

The acceptance of the health-medical-dental insurance program is voluntary on the part of eligible employees; however, no additional compensation will be provided to those employees who are eligible and choose not to participate.

16.8 **Life Insurance.**

The Life Insurance Program will provide term insurance for eligible full-time employees subject to conditions as agreed upon between the **EMPLOYER** and the insurance carrier.

16.81 The **EMPLOYER** will contribute the full monthly premium-cost of the term life insurance program.

16.811 During the first ten (10) years of continuous employment, the amount of coverage shall be an amount which equals, to the nearest one-thousand dollars (\$1,000) of the annual salary on September 1 of each work year.

16.812 Beginning with the eleventh (11th) year of continuous employment and thereafter, the amount of coverage shall be an amount which doubles to the nearest one-thousand dollars (\$1,000) of an employee's estimated annual salary income as of September 1 of each work year.

16.82 Acceptance of this benefit is voluntary on the part of the employee. No additional compensation will be made to those who choose not to accept it. Employees may cap the amount of life insurance coverage provided by the school district at fifty-thousand dollars (\$50,000) if they so elect.

16.9 **Long Term Disability.**

The Long-Term Disability Insurance program will provide disability insurance for eligible full-time employees, subject to the conditions agreed upon between the **EMPLOYER** and the insurance carrier.

16.91 The **EMPLOYER** will contribute the full monthly premium cost of the long-term disability (L.T.D.) program.

16.92 Income for the purpose of L.T.D. benefits is defined as the monthly income of an employee as of September 1 as established by 9.1 of this **AGREEMENT**.

16.93 An income benefit of sixty-six and two-thirds (66-2/3) percent of an employee's normal monthly income will commence following a sixty (60) working day waiting period.

16.94 Employees may elect to use accumulated sick leave or earned vacation at the rate of one-third (1/3) of a day to supplement the L.T.D. benefit until accumulated sick leave or earned vacation is exhausted.

16.95 The acceptance of the L.T.D. insurance program is voluntary on the part of eligible employees; however, no additional compensation will be provided eligible employees who choose not to participate.

16.10 Maintenance of Insurance Benefits.

Any changes in the aggregate benefits of the health-medical-dental, income-disability, or term-life insurance policies in effect between an insurance carrier and the **EMPLOYER** shall be subject to bargaining between the **EMPLOYER** and the **ASSOCIATION**, except benefit changes required by law.

ARTICLE 17 HOLIDAYS

17.1 Nine (9) days during the work year shall be considered paid holidays for full-time employees contracted to work 260 days and assigned to a fifty-two (52) week normal work year. The holidays observed will be:

Independence Day	Labor Day	Thanksgiving Day
Friday following Thanksgiving	Christmas Eve Day	Christmas Day
New Year's Eve Day	New Year's Day	
Memorial Day		

17.2 Eight (8) days during the work year shall be considered paid holidays for full-time employees contracted to work between 200-259 days and assigned to a normal work year of less than fifty-two (52) weeks and more than forty (40) weeks. The holidays observed will be:

Labor Day	Thanksgiving Day
Friday following Thanksgiving	Christmas Eve Day
Christmas Day	New Year's Eve Day
New Year's Day	
Memorial Day	

17.3 Five (5) days during the work year shall be considered paid holidays for full-time employees contracted to work less than 200 days and assigned to a normal work year of forty (40) weeks or less. The holidays observed will be:

Labor Day	Thanksgiving Day
Friday following Thanksgiving	New Year's Day
Memorial Day	

- 17.4 The actual calendar day on which a holiday will be observed shall be established by the **EMPLOYER** for employees working a normal workweek of Monday through Friday. Employees scheduled to a normal workweek other than Monday through Friday shall receive holidays for which they are eligible, scheduled at a time mutually convenient to the **EMPLOYER** and the employee.
- 17.5 All full-time employees working more than 40 weeks per year will be granted three (3) floating holidays per contract year. All full-time employees working 40 weeks or less will be granted two (2) floating holidays per contract year. The floating holidays shall be observed on days approved by the **EMPLOYER**.
- 17.6 To qualify for paid holidays, employees must work their last normal workday before the holiday and the first normal workday following the holiday. For the purposes of this section employees who are absent from work based on the provisions of **ARTICLES 10, 11, 12, 13, 14, 15, or 17** will be considered to have worked their normal workday before or following a holiday. The provisions of this Article (17.6) do not apply to the use of floating holidays.
- 17.7 Part-time employees shall not be eligible for holiday benefits as established by this **AGREEMENT**.

ARTICLE 18 SENIORITY

- 18.1 Seniority shall be defined as the length of continuous service with the **EMPLOYER** as a full-time or part-time employee. There shall be no cross-over between seniority lists.
- 18.11 Part-time employees moving to full-time shall have their seniority converted to full-time on the basis of two (2) years of part-time shall equal one (1) year of full-time and shall retain but not accumulate their part-time seniority for staff reduction purposes.
- 18.12 Full-time employees moving to part-time shall have their seniority transferred to part-time, and shall retain but not accumulate their full-time seniority for staff reduction purposes.
- 18.2 Seniority shall terminate when an employee is separated from employment as provided by **ARTICLE 19 (SEPARATION)**.
- 18.3 Seniority shall have application to the following terms and conditions of employment:
- 18.31 The accumulation of vacation and the selection of a vacation period as provided by **ARTICLE 14 (VACATION)**.

- 18.32 Progression on the salary schedule as provided by **ARTICLE 9 (EMPLOYMENT CLASSIFICATIONS AND SALARY)**.
- 18.33 Order of lay-off as provided by **ARTICLE 19 (SEPARATION)**.
- 18.34 As one criterion in considering applicants for promotion as provided by **ARTICLE 21 (JOB POSTING)**.

ARTICLE 19 SEPARATION

19.1 **Separation from Employment.** Employees shall be considered separated from employment with the **EMPLOYER** based on the following actions:

19.11 **Resignation.** Employees resigning from employment shall submit written notice at least fourteen (14) calendar days prior to the effective date of the resignation. Failure to give such notice will result in the forfeiture of all earned vacation.

19.12 **Severance Pay. Severance Inducement Benefit.** Clerical employees who terminate employment will be eligible for a severance inducement benefit provided the clerical employee has at least fifteen (15) years (1140 or more hours) of full-time continuous service, or has at least fifteen (15) years of eligible part time (less than 1140 hours) continuous service with the **EMPLOYER**. An employee terminated "for cause" shall not be eligible for the **Severance Inducement Benefit**. Eligible full-time service will be defined as working 1140 hours per year. (Examples: 30 hrs./wk. for 38 weeks or 20 hrs./wk. for 52 weeks or more.)

19.121 Severance Inducement Benefit.

<u>Years of Employment</u>	<u>Number of Days Pay</u>	<u>Maximum Benefit</u>
<i>15 years</i>	<i>76 days</i>	<i>No Cap</i>
<i>20 years</i>	<i>135 days</i>	<i>No Cap</i>

EMPLOYER's maximum benefit obligation for members of the bargaining unit receiving only the 15 year or 20 year benefit shall not exceed ninety-thousand dollars (\$90,000) in any fiscal year covered by the **AGREEMENT**.

Clerical staff working fifteen (15) or more continuous years of less than full-time employment shall receive a pro-rata part-time severance inducement based on the average hours per day, the top fifteen (15) or twenty (20) years of regularly scheduled years of employment multiplied

by the eligible number of severance days. Credit for part-time employment will be figured on a percentage of full-time employment (1140 hours).

For purposes of this section, a "day's pay" will be defined as the mean average of the regularly assigned hours per day during the employee's years of employment multiplied by the employee's highest hourly wage. The mean average of regularly assigned hours will be determined by the highest total hours worked for fifteen (15) or twenty (20) years of District employment.

Additional Inducement Benefit

Clerical employees who have:

- a minimum of twenty (20) years of full-time continuous service
- with a minimum of fifteen (15) years as a District clerical employee
- having worked a minimum of 1840 hours per year for a minimum of 15 years
- and has sixty (60) days of accumulated sick leave at the time of severance,
- will receive an additional contribution of \$6,000 to a VEBA account if retiring in 2019-2020 or \$10,000 to a VEBA account if retiring in 2020-2021.

EMPLOYER's maximum benefit obligation for members of the bargaining unit receiving the additional inducement benefit specified above shall not exceed eighteen thousand dollars (\$18,000) in 2019-2020 and twenty thousand dollars (\$20,000) in 2020-2021.

Employees terminated "for cause" shall not be eligible for the severance benefit.

In the event of the death of an eligible employee prior to the full payment of retirement inducement benefit, the remaining benefit shall be made to the beneficiary(ies) designated by the employee. In the event an employee has not designated beneficiaries, all remaining payments will be made to the employee's estate.

The severance payment shall be comprised of three equal payments, with the first (1st) payment due on January 15th of the year following retirement. The second (2nd) payment shall be paid one year after the first (1st), on January 15th. The third (3rd) and final payment shall be paid eight (8) months after the second, on September 15th. All payments will be made to the employee's estate in case of death.

In the event applications of eligible clerical employees constitute a liability in excess of the limitations as contained in this section, the amount each clerical employee would be eligible to receive shall be reduced to a proportionate share of the school district's annual liability with the remainder to be paid in the following fiscal year subject to the aggregate maximum.

19.122 Severance Trust Participation. The School District and the **ASSOCIATION** are committed to establishing a Voluntary Employee Beneficiary Association (VEBA), as authorized under Section 501 (c)(9) of the Internal Revenue Code, to provide health and welfare benefits to eligible **ASSOCIATION** members.

Clerical staff who have earned a severance inducement benefit shall provide the **ASSOCIATION**, or its designee, prior to severance, a written statement of intent upon which contribution will be made as follows:

2019-2020: 100% payment into a VEBA account.

2020-2021: 100% payment into a 403b account.

19.13 Health-Medical-Dental Insurance. Employees who collect severance benefits may elect to participate in the health-medical-dental insurance program, as established by **ARTICLE 16.4**.

19.14 Post Severance Medical Fund. The **EMPLOYER** will contribute \$6,000.00 each year of this agreement to the post-severance medical fund for the full time clerical employee that has completed 20 years of continuous service.

Eligible employees will receive up to \$200.00 per month toward the District Insurance Program until eligible for Medicare.

When the set aside amount is exhausted, it is gone. Any dollars not used would roll to the next fiscal year. The annual contribution amount is not an ongoing District commitment, but will be negotiated with each master agreement.

19.2 Re-Employment. Employees re-employed by the **EMPLOYER** following separation shall be considered original hires.

19.3 Staff Reduction.

19.31 If in the judgment of the **EMPLOYER** it is necessary to reduce the work force, employees may be laid off.

19.32 Full-time employees who are laid off as the result of a staff reduction may accept the layoff or choose to replace the least senior person in the affected employee's classification provided the employee has more continuous service with the **EMPLOYER** and is qualified to perform the available work. If an employee chooses to replace the least senior employee in the affected job classification the employee must provide written notice to the Human Resources Employment Specialist within five (5) days of the notice of layoff stating that the employee wishes to exercise such bumping rights.

If the employee exercises such bumping rights, the employee will have 12 months from the notice of lay-off to request placement into a new or vacant full-time position in the original classification or lower classification for which the employee is qualified to perform the job responsibilities. Placement requests will be the responsibility of the employee and all rights to future placement expire 12 months from the notice of lay-off.

In the event an employee is replaced, the employee who is replaced shall have the right to accept layoff or replace the least senior employee in the next lower classification provided the employee has the ability to perform the job responsibilities. If an employee chooses to replace the least senior employee in the next lower job classification the employee must provide written notice to the Human Resources Employment Specialist within five (5) days of the notice of layoff stating that the employee wishes to exercise such bumping rights.

If the employee exercises such bumping rights, the employee will have 12 months from the notice of lay-off to request placement into a new or vacant full-time position in the original classification or lower classification for which the employee is qualified. Placement requests will be the responsibility of the employee and all rights to future placement expire 12 months from the notice of lay-off.

19.321 Part-time employees who are laid off as the result of a staff reduction may accept the layoff or choose to replace the least senior person in the affected employee's classification provided the employee has more continuous service with the **EMPLOYER** and is qualified to perform the available work. If an employee chooses to replace the least senior employee in the affected job classification the employee must provide written notice to the Human Resources Employment Specialist within five (5) days of the notice of layoff stating that the employee wishes to exercise such bumping rights.

If the employee exercises such bumping rights, the employee will have 12 months from the notice of lay-off to request placement into a new or vacant part-time position in the original classification or lower classification for which the employee is qualified to perform the job responsibilities. Placement requests will be the responsibility of the employee and all rights to future placement expire 12 months from the notice of lay-off.

In the event an employee is replaced, the employee who is replaced shall have the right to accept layoff or replace the least senior employee in the next lower classification provided the employee has the ability to perform the job responsibilities. If an employee chooses to replace the least senior employee in the next lower job classification the employee must provide written notice to the Human Resources Employment Specialist within five (5) days of the notice of layoff stating that the employee wishes to exercise such bumping rights.

If the employee exercises such bumping rights, the employee will have 12 months from the notice of lay-off to request placement into a new or vacant part-time position in the original classification or lower classification for which the employee is qualified to perform the job responsibilities. Placement requests will be the responsibility of the employee and all rights to future placement expire 12 months from the notice of lay-off.

For the purpose of sections 19.32 and 19.321 the classifications are as follows:

Class I (lowest)	Class V
Class II	Class VI
Class III	Class VII (highest)
Class IV	

- 19.33 If an employee is assigned to a lower classification as a result of staff reductions, differences in pay shall be compensated under the following formula:

First year in assignment:

The actual salary of the former position minus fifty percent (50%) of the difference between the former salary and the one paid for the new position.

Second year in assignment:

Normal salary paid for the reassigned position.

19.34 Full-time employees on layoff will be recalled, in seniority order, to available positions at or below their previous pay classification for which they are qualified to perform the available work. When placed on layoff, clerical staff shall file their name, address, and phone number with the school district human resource office to which any notice of recall shall be sent to the senior qualified clerical employee and it shall be the responsibility of the employee to respond within a fourteen (14) calendar-day period if the employee wishes to accept the recall. Failure to accept the position, in writing, within the fourteen (14) calendar-day period shall constitute waiver on the part of the senior clerical employee to any further rights of reinstatement and such employee shall forfeit any future reinstatement rights.

19.341 Part-time employees on layoff will be recalled, in seniority order, to available positions at or below their previous pay classification for which they are qualified to perform the available work. When placed on layoff, clerical staff shall file their name, address, and phone number with the school district human resource office. Employees shall notify the school district human resource office of any times when an employee may not be available at their normal address to receive a notice of recall. Notice of recall opportunities shall be sent to the senior clerical employee and it shall be the responsibility of the employee to respond within a fourteen (14) calendar-day period if the employee wishes to be considered for the recall. The **EMPLOYER** shall determine whether the senior clerical employee is qualified for the recall vacancy following receipt of the employee's statement of interest in the vacant position. Failure to provide a notice of interest in the vacancy, in writing, within the fourteen (14) calendar-day period shall constitute waiver on the part of the senior employee to any further rights of reinstatement and such employee shall forfeit any future reinstatement rights.

ARTICLE 20 UNPAID LEAVES OF ABSENCE

20.1 In the event it is necessary for an employee to be absent from work for reasons other than those provided by **ARTICLES 10, 11, 12, 13, 14 or 15**, a written request to the superintendent for an unpaid leave of absence must be made at least fourteen (14) calendar days prior to the effective date of the leave of absence. Requested leaves of absence will be granted when such leave would not affect the operation of the **EMPLOYER**, is recommended to the superintendent by the employee's supervisor and is approved by the School Board. The approval of such requests is discretionary with the School Board.

- 20.2 During an unpaid leave of absence, employees shall earn no compensation or benefits established by this **AGREEMENT** except as provided by State or Federal law.
- 20.3 Employees who are absent from work without an approved leave of absence will be subject to disciplinary action provided by **ARTICLE 22 (DISCIPLINE AND DISCHARGE)**.
- 20.4 **Personal Leave.** Up to a twelve (12) month absence without pay may be granted employees, requesting such absence in writing, upon the recommendation of the Human Resources Employment Specialist and the approval of the School Board. Employees on unpaid leave of absence shall not be entitled to any compensation or benefits established by this **AGREEMENT** except as provided by Minnesota or Federal law. An employee returning from an approved leave of absence shall be re-employed in the position which the employee had prior to taking the leave of absence or a comparable position for which the employee is qualified. Qualification and assignment placement shall be determined by, and the sole responsibility of the **EMPLOYER**.
- 20.41. **Serious Illness or Injury Leave.** Up to a twelve (12) month unpaid leave of absence may be granted upon written request in cases of personal injury or illness. An employee returning from an approved leave of absence shall be re-employed in the position which the employee had prior to taking the leave of absence or a comparable position for which the employee is qualified. If an employee fails to return to employment after the completion of the leave of absence, the **EMPLOYER** may place the employee on an inactive leave status for an additional period of up to twenty-four (24) months. During this inactive leave status, an employee will have the opportunity to return to a vacancy for which the employee is qualified. Qualifications and assignment placement shall be determined by the **EMPLOYER** and be the sole responsibility of the **EMPLOYER**. Employees must provide timely notice to the **EMPLOYER** of the employee's request for placement and specify for which vacant position the employee is requesting placement. An employee's seniority and inactive leave rights will terminate after the expiration of the inactive leave status.
- 20.5 Employees granted an approved leave of absence by the School Board may individually elect to continue participation in the insurance programs established by **ARTICLE 16 (INSURANCE)** for which they are eligible and enrolled for the period of the leave of absence.

Employees electing to participate shall pay the full monthly premium of insurance programs in which they participate.

- 20.6 In the event of an employee's pregnancy, such employee may continue to work until such time that she is determined disabled by her physician. During the period of time that she is certified as disabled, such employee may utilize disability/sick leave benefits for which such employee is eligible in accordance with applicable law. Thereafter, an employee may request an unpaid child care leave. However, if an employee requests a child care leave prior to the time that her physician certifies her disability, such child care leave shall be in effect from the date of commencement through the period of child birth and recovery. An employee on child care leave shall not be entitled to receive any compensation or sick leave pay from the School District.

The School District may grant, upon request of an employee, an unpaid child care leave of absence for the care of a natural or adopted child. A pregnant employee shall notify, in writing, the Human Resources Employment Specialist and her supervisor, not later than the sixth (6th) month of pregnancy, of her intentions to take a child care leave. Such notice shall include the proposed time period of such leave; a physician's statement indicating the estimated date of delivery; and the employee's intention to work up until her certified disability date. An employee requesting a child care leave for the care of an adopted child shall give notice at least three (3) months prior to the estimated placement date, if possible.

The commencement and return date of a child care leave of absence shall be determined by mutual agreement between the employee, the employee's supervisor, and the Human Resources Employment Specialist subject to approval by the School Board.

ARTICLE 21 JOB POSTING

- 21.1 The **EMPLOYER** and the **ASSOCIATION** agree that job classification openings should be filled based on the concept of promotion from within, provided that applicants:
- 21.11 have the necessary qualifications to meet the standards of the job, and
 - 21.12 have the ability to perform the duties and responsibilities of the job.
- 21.2 Employees filling a higher employment classification based on the provisions of this **ARTICLE** shall serve a three (3) month continuous working probationary period and are subject to the conditions of **ARTICLE 6 (PROBATIONARY PERIOD)**.
- 21.3 The **EMPLOYER** has the right of final decision in the selection of applicants to fill posted employment classifications.

- 21.4 Employment classification vacancies shall be posted by the **EMPLOYER** for at least seven (7) calendar days. Such postings will be emailed on the district's website and will include a description of the duties, responsibilities, requirements of the classification, and its pay class. All internal applicants who meet the minimum job requirements shall be interviewed. The **EMPLOYER** will notify all bidders of the **EMPLOYER's** employment decision within fourteen (14) days following such decision.
- 21.5 A senior applicant not appointed to a position may request through the **ASSOCIATION** to the Human Resources Employment Specialist the reasons the applicant was not appointed to the position with the sole intent to help such applicant increase or correct qualifications that are lacking in order to be considered for future job openings.
- 21.6 All temporary positions will be posted before becoming permanent positions.
- 21.7 A position shall not be reclassified sooner than one (1) year after it has been posted and filled.

ARTICLE 22 DISCIPLINE AND DISCHARGE

- 22.1 The **EMPLOYER** shall have the right to impose disciplinary actions on employees for just cause.
- 22.2 Disciplinary actions by the **EMPLOYER** may include any of the following actions based on the severity of the cause:

Oral reprimand	Demotion
Written reprimand	Discharge
Suspension	

- 22.3 The suspension, demotion, or discharge of an employee may be processed through the procedures of **ARTICLE 23 (GRIEVANCE PROCEDURE)** provided that if no appeal is made of such disciplinary action within ten (10) calendar days of its occurrence, this right of appeal is waived.

ARTICLE 23 GRIEVANCE PROCEDURE

- 23.1 A grievance for the purpose of this **ARTICLE** is defined as a dispute or disagreement as to the interpretation or application of the terms and conditions of this **AGREEMENT**. The following procedure is established for the purpose of resolving such grievances with equity and dispatch.
- 23.2 It is recognized and accepted by the **EMPLOYER** and the **ASSOCIATION** that the processing of grievances as hereinafter provided is limited by the job duties

and responsibilities of the employees and shall therefore be accomplished during working hours only when consistent with employee duties and responsibilities. The Representative involved and a grieving employee shall suffer no loss in pay when a grievance is processed during working hours, provided the Representative and employee have notified and received the approval of their supervisor to be absent to process a grievance and that such absence would not be detrimental to the work programs of the **EMPLOYER**.

23.3 Grievances shall be resolved in conformance with the following procedure:

Step 1. Upon the occurrence of any alleged violation of the **AGREEMENT**, the employee involved shall attempt to resolve the matter on an informal basis with the employee's immediate supervisor. If the matter is not resolved to the employee's satisfaction by the informal discussion it may be reduced to writing and referred to **Step 2** by the employee. The written grievance shall set forth the nature of the grievance, the facts on which it is based, the section(s) of the **AGREEMENT** allegedly violated, and the relief requested. Any alleged violation of the **AGREEMENT** not reduced to writing by the employee within fourteen (14) calendar days of the first occurrence of the event giving rise to the grievance or within fourteen (14) calendar days after the employee, through the use of reasonable diligence should have had knowledge of the first occurrence of the event giving rise to the grievance, shall be considered waived.

Step 2. Alleged violations of the **AGREEMENT** referred in writing as provided by Step 1 shall be considered a grievance. Within fourteen (14) calendar days after receiving the written grievance the Human Resources Employment Specialist, the **ASSOCIATION**, and the Representative shall meet and attempt to resolve the grievance. If, as a result of this meeting the grievance remains unresolved, the Human Resources Employment Specialist shall reply in writing to the Representative within seven (7) calendar days following this meeting. The **ASSOCIATION** may refer the grievance in writing to **Step 3** within seven (7) calendar days after receipt of the written answer from the Human Resources Employment Specialist. Any grievance not referred in writing by the **ASSOCIATION** within seven (7) calendar days following receipt of the answer from the Human Resources Employment Specialist shall be considered waived.

If the grievance is unresolved after **Step 2**, either the **ASSOCIATION** or **EMPLOYER** may request mediation prior to submitting the dispute to arbitration. Appropriate timelines will be extended to accommodate mediation services provided by the Bureau of Mediation Services.

Step 3. If the grievance remains unresolved, the **ASSOCIATION** may, within seven (7) calendar days after the receipt of the Human Resources Employment Specialist's **Step 2** answer, by written notice to the **EMPLOYER**, request arbitration of the grievance. The arbitration proceedings shall be conducted by an arbitrator to be selected by mutual agreement of the **EMPLOYER** and the

ASSOCIATION within seven (7) calendar days after notice has been given. If the parties fail to mutually agree upon an arbitrator within the said seven (7) day period, either party may request the Public Employment Relations Board to submit a panel of five (5) arbitrators. Both the **EMPLOYER** and the **ASSOCIATION** shall have the right to strike two (2) names from the Panel. The party to strike the first name will be determined by the flip of a coin. The process will be repeated and the remaining person shall be the arbitrator.

- 23.4 The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this **AGREEMENT**. The arbitrator shall consider and decide only the specific issue submitted in writing by the **EMPLOYER** and the **ASSOCIATION** and shall have no authority to make a decision on any other issue not so submitted. The arbitrator shall be without power to make decisions contrary to or inconsistent with or modifying or varying in any way the application of law. The arbitrator's decision shall be submitted in writing within thirty (30) calendar days following close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension. The decision shall be based solely on the arbitrator's interpretation or application of the express terms of this **AGREEMENT** and to the facts of the grievance presented. The decision of the arbitrator shall be final and binding on the **EMPLOYER**, the **ASSOCIATION** and the employees.
- 23.5 The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the **EMPLOYER** and the **ASSOCIATION** provided that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record.
- 23.6 If a grievance is not presented within the time limits set forth above, it shall be considered waived. If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the **EMPLOYER'S** last answer. If the **EMPLOYER** does not answer a grievance or an appeal thereof within the specified time limits, the **ASSOCIATION** may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual written agreement of the **EMPLOYER** and the **ASSOCIATION**.

ARTICLE 24 HEALTH REQUIREMENTS

- 24.1 All employees will be required to furnish evidence of good health as may be required by State Statutes or by Rules or Regulations promulgated thereunder.

ARTICLE 25 MISCELLANEOUS

25.1 **Mileage.** An allowance equal to the standard IRS reimbursement rate shall be paid for authorized use of personal cars in connection with school district business.

25.2 **Professional Development.** The School District shall provide professional development cost reimbursement for education that is relevant to the employee's current position with prior written approval from the immediate supervisor and the Human Resources Employment Specialist.

25.3 **Training Programs** to be established through meet and confer process.

25.4 **Professional Development** Clerical staff members who are scheduled to work on the observed President's Day holiday will be permitted to attend at least two (2) hours of School District professional development opportunities. Employees must inform their supervisor of their schedule for President's day no later than February 1st each year. The supervisor will have discretion to modify this schedule as long as the clerical employee maintains at least 2 hours of training/professional development on President's Day.

Employees who are not scheduled to work on President's Day may be invited to District professional development opportunities on that date at the discretion of the employee's supervisor, the Superintendent, other District Administrators, and/or Human Resources depending on available resources.

25.5 **Career Differential/Performance Stipend.** An annual performance review will be mandatory in the 2019-2020 fiscal year. Effective July 1, 2020, performance evaluations are no longer mandatory and the performance stipend criteria will be replaced by a career differential payment for full time staff with 10 or more years of service as established below.

Performance Stipend 2019-2020

All employees will participate in the evaluation process and be eligible for a performance stipend in 2019-2020 only. If the employee is full time (30 hours or more per week for a total of at least 1032 hours annually) and rated on the first five domains and achieves eight to nine points, they will receive 50% of the stipend. If they achieve ten to twelve points, they will receive 75% of the stipend. If they achieve thirteen to fifteen points, they will receive 100% of the stipend.

If the employee is full time (30 hours or more per week for a total of at least 1032 hours annually) and rated on all six domains and achieves ten to twelve points, they will receive 50% of the stipend. If they achieve thirteen to fifteen points, they will receive 75% of the stipend. If they achieve sixteen to eighteen points, they will receive 100% of the stipend.

Part time employees with less than 1032 hours annually will receive half of the stipend amount for each category.

The performance stipends will be provided in accordance with the points earned above and the following payment schedule:

2019-2020

- \$700 - 0-6 years of service
- \$850 - 7-13 years of service
- \$1,250 - 14-20 years of service
- \$1,550 - 21-24 years of service
- \$1,800 – 25+ years of services

This stipend will be paid on the June 30th paycheck, with all evaluation forms due in the district office no later than May 15.

*Performance stipend payments as established above will be discontinued at the conclusion of the 2019-2020 fiscal year.

Career Differential 2020-2021

Effective July 1, 2020, full time employees working 30 or more hours per week will be eligible for a career differential payment. The differentials will be provided in accordance with the following payment schedule:

2020-2021

- \$900 - 10-14 years of service
- \$1,350 - 15-19 years of service
- \$1,650 - 20-24 years of service
- \$1,900 – 25+ years of service

This stipend will be paid on the June 30th paycheck.

ARTICLE 26 SEVERABILITY

- 26.1 In the event that any provision(s) of this **AGREEMENT** is declared by proper legislative, administrative, or judicial authority from whose finding, determination, or decree no appeal is taken, such provision(s) shall be voided. All other provisions shall continue in full force and effect.
- 26.2 The parties agree to, upon written notice, enter into negotiations to place the voided provisions of the **AGREEMENT** in compliance with the legislative, administrative, or judicial determination.

ARTICLE 27 WAIVER

- 27.1 The **EMPLOYER** and the **ASSOCIATION** acknowledge that during the meeting and negotiating which resulted in this **AGREEMENT**, each had the right and opportunity to make proposals with respect to any subject concerning the terms and conditions of employment. The agreements and understandings reached by the parties after the exercise of this right are fully and completely set forth in this **AGREEMENT**.
- 27.2 Therefore, the **EMPLOYER** and the **ASSOCIATION** for the duration of this **AGREEMENT** agree that the other party shall not be obligated to meet and negotiate over any term or condition of employment either specifically covered or not specifically covered by this **AGREEMENT**.
- 27.3 Any and all prior **AGREEMENTS**, resolutions, practices, policies, and rules or regulations regarding the terms and conditions of employment, to the extent they are inconsistent with this **AGREEMENT**, are hereby superseded.

ARTICLE 28 DURATION AND PLEDGE

- 28.1 This **AGREEMENT** shall become effective on the first (1st) day of July, 2019, and shall remain in effect through the thirtieth (30th) day of June, 2021, and continue in effect from year to year thereafter unless changed or terminated in the manner herein provided.
- 28.2 Either party desiring to change this **AGREEMENT** must notify the other in writing at least sixty (60) calendar days prior to the expiration date specified in **ARTICLE 28.1**. When notice is given for the desire to negotiate changes, the nature of such changes shall be specified in the notice. Until a conclusion is reached regarding such changes, the original provisions shall remain in full force and effect. Notice by either party of a desire to terminate this **AGREEMENT** shall follow the same procedure as a proposed change.
- 28.3 In consideration of the terms and conditions of employment established by this **AGREEMENT** and the recognition that the grievance procedure herein established as the means by which grievances concerning its application or interpretation may be peacefully resolved, the parties hereby pledge that during the term of the **AGREEMENT**:
- 28.31 The **ASSOCIATION** and the employees will not engage in, instigate, or condone any concerted action in which employees fail to report for duty, willfully absent themselves from work, stop work, slow down their work or abstain themselves in any illegal manner in whole or in part from the full, faithful, or proper performance of their duties of employment.
- 28.32 The **EMPLOYER** will not engage in, instigate, or condone any lock-out of employees.

ARTICLE 29 NONDISCRIMINATION

The provisions of this **AGREEMENT** shall be applied to all clerical staff equally without favor or against any employee because of race, color, creed, national origin, sex, marital status, age, or because of membership or non-membership in the **ASSOCIATION**.

The **ASSOCIATION** and the clerical staff covered by this **AGREEMENT** shall conduct their professional duties and responsibilities in a nondiscriminatory manner as it affects students, other employees of the **EMPLOYER**, and the general public.

AGREED to this 2nd day of June, 2020, and attested to as the full and complete understanding of the parties for the period of time herein specified by the signatures of the following representatives for the **EMPLOYER** and the **ASSOCIATION**.

FOR THE EMPLOYER


Chair of the Board


Superintendent

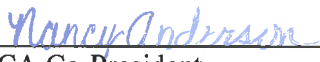

Assistant Superintendent


Supervisor of Human Resources



Director of Business Services

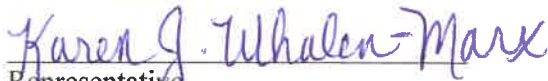
FOR THE ASSOCIATION


HCA President


HCA Co-President


Representative


Representative


Representative


Representative

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered between the Hopkins Public Schools 270 (hereinafter referred to as the “School District”) and the Hopkins Clerical Association (hereinafter referred to as “Employees”).

Beginning in the 2019-2020 school year, it is agreed by the District and the Hopkins Clerical Association that a committee of Hopkins clerical staff and administrators will be formed by the Supervisor of Human Resources to research the use and design of a 403b matching structure.

The purpose of the committee would be to create an option for HCA negotiators and the District’s Administration to consider for the 2021-2023 contract. The desired outcome of the committee work would be an option that plans for the “grandfathering” of severance in such a way that requires newly hired staff to take advantage of a 403b match in lieu of future severance and allows for mid and later career individuals to make a personalized choice as to which option best suits their needs, 403b match or severance.