

July 1, 2023 - June 30, 2025

CONTRACT

between

**Independent School District No. 271
Bloomington, Minnesota**

and

Association of Bloomington Clerical

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**SECTION 1 –
PURPOSE****1.1 Parties**

THIS CONTRACT, entered into between the School Board of Independent School District No. 271, Bloomington, Minnesota, hereinafter referred to as the “District”, and Association of Bloomington Clerical, hereinafter referred to as the “Association”, pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, as amended, hereinafter referred to as “PELRA”, to provide the terms and conditions of employment of clerical personnel during the duration of this Contract.

**SECTION 2 –
RECOGNITION OF EXCLUSIVE REPRESENTATION****2.1 Recognition**

In accordance with PELRA, the District recognizes the Association of Bloomington Clerical as the exclusive representative of clerical personnel employed by the School Board of Independent School District No. 271, which Association will have those rights and duties as prescribed by PELRA and as described in the provisions of the Contract.

2.2 Clerical Unit

The Association will represent all District employees of the above unit as defined in Section 3.2, and in PELRA and as certified by the Commissioner of the Bureau of Mediation Services.

**SECTION 3 –
DEFINITIONS****3.1 Terms and Conditions of Employment**

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

3.2 Description of Clerical Unit

All secretarial and clerical personnel of Independent School District No. 271, Bloomington, Minnesota, who are public employees within the meaning of Minn. Stat. Section 179A.03, Subd. 14, excluding supervisory, confidential, and all others. Also excluded are part-time employees whose service does not exceed fourteen (14) hours per week, or otherwise as excluded by PELRA.

3.3 Hire Date

The first paid day of work in the District without a Break in Service, excluding temporary, casual, and substitute employment. Hire Date may differ from Seniority Date.

3.4 Break in Service

A resignation, retirement, or termination. It does not include layoffs (as long as the employee retains recall rights), long-term disability leave, workers compensation leave, District-approved leave, or voluntary or involuntary interruption of employment less than one (1) calendar year.

3.5 Seniority Date

The first paid day of work in a position covered by this Contract without a Break in Service. Seniority Date may differ from Hire Date.

3.6 9-Month, 10-Month & 12-Month Employees

3.6.1 9-month Employees: Those employees who work less than 200 authorized days per year.

3.6.2 10-month Employees: Those employees who work at least 200, but less than 240 authorized days per year.

3.6.3 12-month Employees: Those employees who work 240 or more authorized days per year.

3.7 Other Terms

Terms not defined in this Contract will have those meanings as defined by PELRA, as amended.

SECTION 4 – DISTRICT RIGHTS

4.1 Inherent Managerial Rights

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

4.2 Management Responsibilities

The Association recognizes the right and obligation of the District to efficiently manage and conduct the operation of the District within its legal limitations and with its primary obligation to provide educational opportunity for the students of the District.

4.3 Effect of Laws, Rules and Regulations

The Association recognizes that all employees covered by this Contract will perform services prescribed by the District and will be governed by the laws of the State of Minnesota, and by District rules, regulations, directives, and orders issued by properly designated officials of the District. The Association also recognizes the right, obligation and duty of the District and its duly designated officials to promulgate rules, regulations, directives and orders from time to time as deemed necessary by the District insofar as such rules, regulations, directives and orders are not inconsistent with the terms of this Contract, and recognizes that the District, all employees covered by this Contract, and all provisions of this Contract are subject to the laws of the State of Minnesota, federal laws, rules and regulations of the Minnesota Department of Education, and valid rules, regulations and orders of state and federal governmental agencies. Any provisions of this Contract found to be in violation of any such laws, rules, regulations, directives or orders will be null and void and without force and effect.

4.4 Reservation of Managerial Rights

The foregoing enumeration of District rights and duties will not be deemed to exclude other inherent management rights and management functions not expressly reserved herein, and all management rights and management functions not expressly delegated in this Contract are reserved to the District.

SECTION 5 – EMPLOYEE RIGHTS

5.1 Right to Views

Nothing contained in this Contract will be construed to limit, impair, or affect the right of any employee or their representative to the expression or communication of a view, grievance, complaint, or opinion on any matter related to the conditions or compensation of public employment or their betterment, as 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 Association.

5.2 Right to Join

Employees will have the right to form and join labor or employee organizations, and will have the right not to form and join such organizations. Employees in the Clerical Unit will have the right by secret ballot to designate a representative for the purposes of negotiations, grievance procedures, and terms and conditions of employment for employees of the Clerical Unit.

5.3 Request for Dues Check Off

Employees will have the right to request and be allowed dues check off provided that dues check off and the proceeds thereof will not be allowed any organization that has lost its right to dues check off pursuant to PELRA. Upon receipt of a properly executed authorization card of the employee involved, the District will deduct from the employee's paycheck the dues the employee has agreed to pay to the organization during the period provided in said authorization. The District may terminate dues deductions upon notice of the Association.

5.4 Right of Association Representation

If a supervisor meets to give discipline as provided below, to question an employee, or if the employee believes that the outcome of the meeting might be discipline, the employee will be offered the opportunity to

have a union representative present. When the employee is the subject of an investigation, any waiver by the employee of the right to union representation will be in writing.

5.5 Progressive Discipline

After completion of the probationary period, employees will only be disciplined or terminated for just cause, based on a finding by the District. Except in cases of termination, the goal of discipline will be remediation. Discipline will normally be prescribed in the following manner, unless circumstances warrant otherwise:

Step 1. Written Reprimand

Step 2. Suspension without Pay

Step 3. Termination

5.6 Personnel File

Employees will be notified in writing within five (5) days when disciplinary action is placed in their personnel files. Only one official personnel file will be maintained per employee. Upon written request, personnel files will be made available at the Office of Human Resources during regular business hours. Employees will have the right to reproduce any of the contents of their personnel files at their own expense.

5.7.1 Step 1 – Written Reprimand: Upon the employee's request, a written reprimand will be removed from the employee's personnel file provided that no further disciplinary action has been taken against the employee for a period of two (2) years following the date of the written reprimand.

5.7.2 Step 2 – Suspension Without Pay: Upon the employee's request, a suspension of three (3) days or less will be removed from the employee's personnel file provided that no further disciplinary action has been taken against the employee for a period of five (5) years from the initial date of suspension.

5.7 Right of Written Response

Employees will have the right to respond in writing when disciplinary action is placed in personnel files. Such written responses will be permanently attached to the disciplinary action.

5.8 Non-Disciplinary Materials

The District acknowledges that, unless circumstances warrant otherwise, the first step in making an employee aware of the need for corrective action will be a non-disciplinary verbal warning or counseling focused on remediation. Non-disciplinary materials, such as counseling notes, warnings or directives will not be placed in employee personnel files, but may be kept in a supervisor's file.

5.9 Association Business

It is not the intent of the District to restrict an employee's right to represent an employee organization nor to restrict their right to negotiate, mediate or arbitrate contracts or disputes. An annual allotment of one hundred twenty-eight (128) hours will be established for the Association for negotiations, mediation, and arbitration, and other Association business. Those employees certified by the Association to use this time off will be released without loss of pay. The first sixty-four (64) hours will be without cost to the Association. The Association will reimburse the District for the additional sixty-four (64) hours at the rate annually established by the District for the average wage and benefit rate for clerical employees. All Association business hours must be appropriately identified on the individual employee timesheets. If additional time is necessary, this will be taken without pay or as vacation. Employees must give their immediate supervisors proper notice in order to use this leave during working hours.

5.10 Postings of Job Openings

All vacancies and/or new positions covered by this Contract, if not filled by recall, will be posted for a period of no less than five (5) working days on the District internal website and at the District Office of Human Resources.

5.11 Advancement

All employees within the Clerical Unit will be provided the opportunity to apply and will be interviewed and considered for posted positions.

5.11.1 Criteria: Seniority, test scores, previous work experience, training, job performance, etc., will be among the criteria used in selection. Any employee from within the Clerical Unit not granted a position will have the right to request a conference with the Executive Director of Human Resources to discuss the reasons for the District decision.

5.11.2 Decision: The District, however, will make the final decision for employment, advancement, transfer or promotion.

5.13 Probationary Period

Employees promoted to or assigned to a position will be subject to a probationary period of six (6) months following the first date in the new position. Employees will be evaluated during this period and if deficiencies are noted, they will be informed in writing. If sufficient improvement does not occur within thirty (30) working days following the written notice, a second deficiency notice will be given in writing and a second thirty (30) working days allowed for improvement. If the improvement period extends beyond the six (6) month probationary period, the probation will be extended to include this time. If the improvement is not satisfactory at the end of the second thirty (30) working days, the employee will be returned to their previous assignment and the position re-posted. Successful completion of the probationary period will result in a permanent assignment.

5.14 Posting of Temporary Openings Due to Illness or Leave of Absence

5.14.1 Posting Required: Temporary openings due to an extended illness or leave of absence will be posted after sixty (60) continuous working days of absence or earlier in the event of a prior approved absence of a known duration of sixty (60) or more working days.

5.14.2 Assignment of Permanent Employees: Before assignment to a temporary opening, a permanent employee must have the prior approval of the employee's current supervisor. At the conclusion of the temporary assignment, the employee will return to the employee's previous position.

5.14.3 Posting Not Required: The District will not be required to post a temporary opening created by the assignment of a permanent employee to a temporary opening.

5.14.4 Notification: The District will notify the Unit of all temporary openings and/or assignments of fifteen (15) days or more.

5.15 Classification

5.15.1 Right of Classification: The District will retain the discretionary right to classify or reclassify positions within the Clerical Unit based upon the wage administration study of the District.

5.15.2 Employee Rights: No clerical bargaining unit employee incumbent in a position will be reduced in wage, class or step based on a reclassification of that employee's position. Employees will not be reclassified any lower than Class II regardless of the position they hold.

5.14.3 Right of Notice: The District will provide the Clerical Unit notice of position reclassification within three (3) days of the effective date of reclassification. Effective date of classification will be the date an employee is assigned to the new classification.

**SECTION 6 –
BASIC SCHEDULES AND RATES OF PAY**

6.1 Rates of Pay

Schedule A will be the negotiated rate of pay for the 2023-2024 school year - July 1, 2024 to June 30, 2025 inclusively. Schedule B will be the negotiated rate of pay for the 2023-2024 school year - July 1, 2024 to June 30, 2025 inclusively.

6.2 Status of Salary Schedule

Salary schedules are determined each year and are not a part of an employee's continuing Contract.

6.3 Placement on Salary Schedule

6.3.1 Approved Salary: An approved salary will be recorded on each employee authorization of employment. Rates of pay will be according to an approved salary schedule adopted by the District.

6.3.2 Starting Pay: The starting rate of pay will normally be paid to new hires from outside the District. The District may start new hires beyond the first step based upon education and experience. Employees who are not in the Clerical Unit but are employees of the District will be assigned to the step with the hourly rate that is the closest to the hourly rate that the employee was paid in the other bargaining group.

6.4 Annual Step Advancement

- 6.4.1 Qualifying Period:** At the time of hire, employees will be told that employees who work less than sixty (60) working days during the previous July 1 through June 30 will not receive a step advancement and will remain at their previous step until the next annual July 1. Exceptions may occur, as provided in Section 6.4.3.
- 6.4.2 Classification Advancement:** Employees assigned a new classification level will be assigned to the same step on the new level as their assignment on the previous level.
- 6.4.3 Withholding:** The District reserves the right to withhold step advancements due to deficiencies in the employee's performance. A written notice to the employee will be provided thirty (30) days in advance of a scheduled step advancement date. The notice will include the reason for the action.
- 6.4.4 Successor Contract:** Step increases due on July 1 will be granted pursuant to the Contract in effect, even though negotiations for a successor contract are pending.

6.5 Longevity Pay

Longevity pay will be effective on July 1 of each year, if eligible based on Hire Date listed in Appendix A. Eligibility for longevity pay may occur prior to reaching the specified number of years; see Appendix A. Based on the wage schedules, employees will receive longevity pay as follows:

- 6.5.1 10L:** Effective July 1, 2023, after approximately ten (10) years, employees will receive 10L longevity pay, which is an increase in wages of fifty-two cents (\$0.52) per hour. Effective July 1, 2024, after approximately ten (10) years, 10L longevity pay will increase to fifty-five cents (\$0.55) per hour.
- 6.5.2 15L:** Effective July 1, 2023, after approximately fifteen (15) years, employees will receive 15L longevity pay, which is an increase in wages of seventy-seven cents (\$0.77) per hour. Total longevity pay for such employees, including 10L, will be one dollar and twenty-nine cents (\$1.29) per hour. Effective July 1, 2024, after approximately fifteen (15) years, 15L longevity pay will increase to eighty cents (\$0.80) per hour. Total longevity pay for such employees, including 10L, will be one dollar and thirty-five cents (\$1.35) per hour.
- 6.5.3 20L:** Effective July 1, 2023, after approximately twenty (20) years, employees will receive 20L longevity pay, which is an increase in wages of seventy-seven cents (\$0.77) per hour. Total longevity pay for such employees, including 10L & 15L, will be two dollars and six cents (\$2.06) per hour. Effective July 1, 2024, after approximately twenty (20) years, 20L longevity pay will increase to seventy-seven cents (\$0.80) per hour. Total longevity pay for such employees, including 10L & 15L will be two dollars and fifteen cents (\$2.15).

6.5.4 Longevity Tables

2023-2024	Per Hour	Total Amount Above Step 6
10L	\$0.52	\$0.52
15L	\$0.77	\$1.29
20L	\$0.77	\$2.06
2024-2025	Per Hour	Total Amount Above Step 6
10L	\$0.55	\$0.55
15L	\$0.80	\$1.35
20L	\$0.80	\$2.15

6.6 Overtime Pay

A premium rate equal to one and one-half (1.5) times the regular pay rate will be paid for time worked which exceeds eight (8) hours in any single day or forty (40) hours in any single week. This will be in addition to holiday pay at regular rates if permanent employees are required to work on a designated holiday. Upon mutual agreement, the forty (40) hour workweek may consist of something other than five (5) eight-hour days and the overtime premium will not apply.

6.6.1 Basis: Vacation, sick leave, and holiday leave may be used as a basis for hourly accumulation in determining overtime pay. Exception: Sick leave will not be used as a basis of hourly accumulation for overtime pay relative to the single eight-hour working day, if additional hours are worked on the same day that sick leave is used.

6.6.2 Computation: The total amount of overtime for each day will be computed to the nearest fifteen (15) minutes.

6.7 Compensatory Time

Compensatory time in lieu of overtime will be applied at one and one-half (1.5) the employee's normal rate for any time over eight (8) hours per day or forty (40) hours per week. Compensatory time for Sunday or legal holidays will be at twice the employee's normal rate.

6.7.1 Prior Approval: Compensatory time may only be applied with the prior approval of the employee's immediate supervisor and must be recorded on the approved time-recording system within the pay period earned and be maintained by District payroll records.

6.7.2 Accumulation: Compensatory accruals will be paid out twice a year if not used. All compensatory time earned from July 1st through December 31st must be used by then or it will be cashed out at that time. All compensatory time earned January 1st through June 30th will need to be used by then, or it will be cashed out at that time.

6.7.3 Choice: The choice of overtime pay or compensatory time will be with the prior approval of and at the discretion of the District.

6.7.4 Use: The use of compensatory time will be with the prior approval of the employee's supervisor and will be recorded on the approved time-recording system within the pay period used and will be accounted for by the District payroll records.

6.8 Working out of Classification

Whenever the District, at its discretion, assigns an employee to replace an employee in a higher classification and to assume the full responsibilities of the absent employee for more than five (5) full consecutive days, the employee will receive the higher classification rate of pay retroactive to the first day. This will not apply to vacation replacements.

6.9 Schedule of Payment

Wages will be paid through non-annualized pay per the payroll processing schedule established each year.

6.10 Re-employment

Employees, if re-employed without a Break in Service, will (a) be credited with their previously accrued sick leave, (b) placed on their previous salary step and classification, (c) reinstated with their previous Hire Date and Seniority Date, and (d) receive benefits specified in Appendix A based on their previous Hire Date.

6.11 Special Licensures

If an employee is required to hold a license/certification as part of their role, the District will pay the cost for that license. If a license is optional or preferred, the employee can, but does not have to obtain the license. If the District chooses it can pay for the costs for any of the optional or preferred licenses, but it does not have to.

6.12 Differential

Employees in transportation in Class I-IV who are required to drive as part of their assignment will be paid an additional dollar (\$1.00) per hour for hours spent driving. Employees must submit the proper documentation for payment.

SECTION 7 – GROUP INSURANCE

7.1 Insurance Eligibility

Employees will be eligible for participation in the District group insurance on the first day of the month after their Hire Date through the last day of the last month of employment.

7.1.1 Health/Hospitalization and Dental Insurance

- a. Full-Time:** Employees authorized for no less than thirty (30) hours per week per year will be eligible for full-time benefits under the terms of Health/Hospitalization and Dental Insurance

Plans.

- b. **Part-Time:** Employees authorized for less than thirty (30) hours per week, but no less than twenty (20) hours per week, will be eligible for part-time benefits under the terms of Health/Hospitalization and Dental Insurance Plans.
- c. **Spousal:** To be eligible for spousal coverage, (1) both employee and spouse must be employed full-time in the District, (2) the employee must elect Employee-plus-One or Family coverage and (3) the employee's spouse must not elect any other coverage. For the purposes of this Section, "spouse" is defined by state law.

- 7.1.2 **Health Savings Accounts (HSAs):** Both full-time and part-time employees (as defined above) will be eligible for HSAs through the District-selected vendor.
- 7.1.3 **Life Insurance:** Both full-time and part-time employees (as defined in Section 7.1.1) will be eligible for the District Life Insurance Policy.
- 7.1.4 **Long-Term Disability Insurance:** Only full-time employees (as defined above) will be eligible for the District Long-Term Disability Insurance Policy.
- 7.1.5 **Reduction of Hours:** An employee who receives a thirty-day notice of reduction of hours or discontinuance of position will have benefits discontinued or modified under the terms of this Contract thirty (30) calendar days from the last scheduled working day prior to the reduction or discontinuance.

7.2 Health/Hospitalization Insurance Plan

- 7.2.1 **Health/Hospitalization Insurance Plan:** The District will provide for all employees a High Deductible Healthcare Plan (HDHP) per Internal Revenue Service regulations.

- a. **Plan Year:** The Plan year will run from July 1 to June 30.
- b. **Deductibles:** Deductibles will be the minimum allowed by the IRS. Deductibles will be indexed in future years per IRS regulations, which may result in increases. Per IRS regulations, the deductibles for the following years are as follows:

Year	Employee-Only	Employee-plus-One & Family
2023-2024	\$1,500.00	\$3,000.00
2024-2025	\$1,600.00	\$3,200.00

- c. **Out-of-pocket maximums for in-network coverage:** The out-of-pocket maximums for those using only in-network providers will be equal to the deductibles.
- d. **Out-of-pocket maximums for out-of-network coverage:** The out-of-pocket maximums for out-of-network coverage will be the maximum allowed by the IRS. Out-of-pocket maximums for out-of-network coverage will be indexed in future years per IRS regulations. Per IRS regulations, the out-of-pocket maximums for out-of-network coverage for the following years are as follows:

Year	Employee-Only	Employee-plus-One & Family
2023-2024	\$7,500.00	\$15,000.00
2024-2025	\$8,050.00	\$16,100.00

- 7.2.2 **Full-Time Monthly District Contribution:** For full-time employees, the District will contribute the maximum amount as set forth below toward the monthly premium for District Health/Hospitalization Insurance. Employees will pay by payroll deduction the difference, if any, between the premium and the District contribution.

Year	Employee-Only	Employee-plus-One	Family
2023-2024	\$921.00	\$1,356.00	\$1,483.00
2024-2025	\$985.00	\$1,451.00	\$1,587.00

- 7.2.3 **Part-Time Monthly District Contribution:** For part-time employees, the District will contribute the maximum amount as set forth below toward the monthly premium for District Health/Hospitalization Insurance. Employees will pay by payroll deduction the difference, if any, between the premium and the District contribution.

Year	Employee-Only	Employee plus One	Family
2023-2024	\$645.00	\$949.00	\$1,038.00
2024-2025	\$690.00	\$1,016.00	\$1,111.00

- 7.2.4 Spousal Monthly District Contribution:** For full-time employees, the District will contribute the maximum amount as set forth below toward the monthly premium for District Health/Hospitalization Insurance. Employees will pay by payroll deduction the difference, if any, between the premium and the District contribution.

Year	Spousal Employee plus One	Spousal Family
2023-2024	\$1,937.00	\$2,119.00
2024-2025	\$2,073.00	\$2,267.00

- 7.2.5 District Contribution Exclusion:** Employees who have health/hospitalization insurance coverage under another plan may participate in the District Health/Hospitalization Insurance, but they will receive no District contribution toward the monthly premium. This does not include employees who receive Medicare, or Tri-Care, or Veterans Affairs (VA) benefits, or exceptions granted by the Executive Director of Human Resources due to hardship.
- 7.2.6 Successor Contract:** If a successor contract is not in place before the expiration of this Contract and if the percentage level of District contribution toward monthly premiums proposed by the District equals or betters the percentage level of the previous year, the proposed percentage level of District contribution will take effect, until a successor contract is ratified by both parties.
- 7.2.7 Hold-Harmless Clause:** The Association agrees to join in the defense of any and all suits or claims, except those initiated by the Association, which may arise out of or by reason of the District's contribution toward health/hospitalization insurance. The liability for any final disposition of any action, suit, or claim will be borne by the District.

7.3 Health Savings Account (HSA)

- 7.3.1 Contributions:** The District will contribute into an HSA in twelve (12) equal monthly installments the following amounts for each employee who is (1) enrolled in the District Health/Hospitalization Insurance, (2) receiving a District contribution toward the District Health/Hospitalization Insurance, and (3) scheduled to return to work for the following school year:

- a. Full-Time Annual District HSA Contribution:** The District will contribute an amount equal to fifty percent (50%) of the employee's deductible to each full-time employee's HSA account, as follows:

Year	Employee-Only	Employee-plus-One & Family
2023-2024	\$750.00	\$1,500.00
2024-2025	\$800.00	\$1,600.00

- b. Part-Time Annual District HSA Contribution:** The District will contribute an amount equal to twenty-five percent (25%) of the employee's deductible to each part-time employee's HSA account, as follows:

Year	Employee-Only	Employee-plus-One & Family
2023-2024	\$375.00	\$750.00
2024-2025	\$400.00	\$800.00

- c. Spousal:** For Employee-plus-One coverage, the District will deposit one District Employee-Only HSA Contribution for each full-time employee and District-employed spouse. For Family coverage, the District will contribute one half (1/2) of the total of one District Employee-Only HSA Contribution plus one District Family HSA Contribution for each full-time employee and District-employed spouse. Deposits will be made in separate HSAs per Internal Revenue Service (IRS) regulations, as follows:

Year	Spousal Employee-plus-One	Spousal Family
2023-2024	\$750.00 each	\$1,125.00 each
2024-2025	\$800.00 each	\$1,200.00 each

- d. **Indexing:** Deductibles will be indexed in future years per IRS regulations, which may result in increases in the annual District HSA contribution.
- 7.3.2 **On Layoff for the Following School Year:** The District will contribute into an HSA the following amounts for each employee who is (1) enrolled in the District Health/Hospitalization Insurance, (2) receiving a District contribution toward the District Health/Hospitalization Insurance, and (3) on layoff for the following school year:
 - a. **Full-time and Part-time:** The same amount as determined in Section 7.3.1 per month will be deposited for the months of July and August.
 - b. **Returned to Work:** An employee who returns by September 30 will be made whole per Section 7.3.1.
- 7.3.3 **Newly Hired:** In the school year first employed, the District will contribute into an HSA for each newly hired employee the amounts specified in Appendix D – District HSA Contribution for New Hires.
- 7.3.4 **On Leave:** In the same manner as for active employees, the District will contribute into an HSA for each employee who is (1) enrolled in the District Health/Hospitalization Insurance, (2) receiving a District contribution toward the District Health/Hospitalization Insurance; and (3) on a Board-approved leave or a paid leave per this Contract.
- 7.3.5 **Employee Contributions to HSA:** Employees may contribute to their HSA as allowed by IRS regulations.
- 7.3.6 **Hardship Advance:** When out-of-pocket medical expenses in a plan year exceed the District annual HSA contribution and your HSA account has no existing funds, employees may ask for their remaining District HSA contribution in advance, provided they submit receipts or other documentation. Hardships will be determined on a case-by-case basis by the Executive Director of Human Resources.

7.4 Dental Insurance

For eligible employees as defined in Section 7.1, the District will make available a District Dental Insurance program.

- 7.4.1 **Employee-Only Full-Time Monthly District Contribution:** For full-time employees, the District will contribute one hundred percent (100%) of the cost of the monthly premium for the District Dental Insurance employee-only comprehensive program.
- 7.4.2 **Employee-Only Part-Time Monthly District Contribution:** For part-time employees, the District will contribute one hundred percent (100%) of the cost of the monthly premium for the District Dental Insurance employee-only preventative program. Optionally, part-time employees may buy-up to the District Dental Insurance employee-only comprehensive program, provided that they pay the difference through payroll deduction.
- 7.4.3 **Family Monthly District Contribution:** Full-time and part-time employees may buy-up to the District Dental Insurance family comprehensive program, provided that they pay the difference through payroll deduction.
- 7.4.4 **Spousal Monthly District Contribution:** For a full-time employee and spouse working full-time in the District who elect family District Dental Insurance, the District will contribute two employee-only contributions up to one hundred percent (100%) of the family premium for District Dental Insurance, provided that they pay the difference through payroll deduction.

7.5 Life Insurance

The District will contribute the entire premium cost of the District's Life Insurance Policy for all eligible employees.

- 7.5.1 **Amount:** Eligible employees are insured to an amount equal to two (2) times annual salary rounded to the nearest one thousand dollars (\$1,000.00). Basic wages do not include pay for extra assignments.
- 7.5.2 **Spouse and Dependents:** The employee's spouse and dependent children to age twenty-six (26) are insured for fifteen thousand dollars (\$15,000.00) life insurance only.

7.5.3 AD&D – Employee Only: The Policy will include an accidental death and dismemberment (AD&D) policy.

7.5.4 Additional Life Insurance: Additional term life insurance is available through PERA to employees through payroll deduction paid in full by the employee.

7.6 Long-Term Disability Insurance (LTD)

The District will contribute the entire premium cost of the District's Long-Term Disability Insurance Policy for eligible employees as defined in Section 7.1.4.

7.6.1 Amount: LTD Insurance purchased by the District will be based on income support of sixty-six and two-thirds percent (66 2/3%) of the employee's basic wage, as defined by the Policy.

7.6.2 Waiting (Elimination) Period: Employees who are disabled and absent from work for ninety (90) consecutive calendar days will convert to LTD on the first day of eligibility.

7.6.3 Exclusion for Pre-existing Conditions: No benefits will be paid for disability due to a pre-existing condition, if the employee becomes disabled during the first twelve (12) months from Hire Date. A pre-existing condition is defined by the Policy.

7.6.4 Benefits: Employees who convert to LTD will no longer be eligible to earn or receive District wage, sick leave, vacation or other District paid benefits effective the first day of LTD eligibility until such time as the employee returns to active employment.

7.6.5 Use of Sick Leave: Employees may use accrued sick leave, if available, during the ninety (90) day waiting period, and thereafter.

7.7 Duration of District Insurance Contributions

Employees are eligible for District contributions as provided in Section 7 while employed by the District and on paid status.

7.7.1 Medical Leaves Up to Twelve Weeks: Employees who are (1) unable to work, (2) on a District-approved medical leave, and (3) enrolled in the District Health/Hospitalization Insurance will be eligible for continuation of District insurance contributions for up to twelve (12) weeks from the date when their medical leave started.

7.7.2 Medical Leaves Up to Twelve Months: Employees who are (1) unable to work, (2) on a District-approved medical leave, (3) enrolled in the District Health/Hospitalization Insurance, and (4) qualified for LTD will be eligible for continuation of District insurance contributions for up to twelve (12) months from the date when their medical leave started.

7.7.3 Workers Compensation: Employees receiving workers compensation disability income benefits resulting from injury or illness incurred as employees of the District will be eligible for continuation of District insurance contributions.

7.7.4 Termination: Upon termination of employment, all District contributions for group insurance will cease on the last day of the month, except as provided for in retirement or by the insurance plans/policies.

7.8 Selection of Carrier

The District will make the selection of the insurance carrier and insurance policies.

7.9 Retirement Group Insurance

Retirees will be eligible for District group insurance as defined in Section 10 – Retirement.

**SECTION 8 –
LEAVES, HOLIDAYS, AND VACATION**

8.1 Sick Leave

Permanent employees working a minimum of four hours or more per day will accrue sick leave equivalent to the hours worked in their base assignment.

8.1.1 Accrual: The rate of accrual is a day per month or ten days per year for ten-month and twelve days per year for twelve-month employees. Sick leave cannot be used prior to accrual. Unlimited accrual of sick leave is permitted.

8.1.2 Use: Sick leave must be used in minimum amounts of fifteen minutes and must be used in quarter hour units. Employees may use sick leave for an illness or injury for themselves, and it may be used for an illness or injury of family per MN Statute 181.9445 for reasonable period of time as the employee's attendance may be necessary. Additionally, employees may use sick leave for themselves or those relatives listed above for safety leave as allowed under MN Statute 181.9445. Sick leave may also be used for closure of the employee's workplace due to weather or public emergency, or closure of a family member's school or care facility due to weather or public emergency. For more detailed information regarding conditions of use, please visit the Human Resources section of the District website regarding leaves. Routine appointments should be scheduled outside of the workday. For those routine appointments that cannot be scheduled outside the workday, it is highly recommended that employees schedule these appointments at the beginning or end of the workday.

8.1.3 LTD: Employees may use accrued sick leave for LTD per Section 7.6.5.

8.2 Family Leave

The District will grant up to five (5) paid days of childbirth leave for workdays that occur within seven (7) calendar days of the birth (the day of birth included) to employees, spouses, and domestic partners, including any medical disability associated with childbirth which would normally be charged to sick leave. It will not be deducted from sick leave. The District will grant employees spouses, and domestic partners up to a total of twenty (20) days of child adoption leave. The first five (5) days will be paid and not deducted from sick leave; the remaining days will be deducted from available sick leave or unpaid, if sick leave is exhausted. Adoption leave may include, but is not limited to: pre-adoption, consultation, legal counsel, legal proceedings, and naturalization proceedings. For more information, please visit the Human Resources section of the District website regarding leaves.

8.3 District Approved Leave (formerly Emergency or Required Leave)

Subject to the prior approval of the District, employees may be absent without loss of pay for required legal appearance/jury duty, or bereavement. Such absences will be at the discretion of the District, but will never be allowed for recreation, absence of personal choice, or for purposes that could be conducted outside the employee's scheduled workday.

8.4 Earned Personal Leave (less than 12-month employees)

On July 1 of each year If eligible based on Hire Date listed in Appendix A (after approximately 1 year), employees working less than twelve-month schedules who do not accrue vacation will qualify for three (3) days of paid earned personal leave per year, accumulating to a maximum of six (6) days. Personal leave requests will be granted on a first-come, first-served basis with no more than ten percent (10%) of clerical employees being granted personal leave on a given day.

8.4.1 K-12 Blackout Days: Employees may not use earned personal leave on the following blackout days: first student contact day of the school year, all clerical professional development days offered to employees, and last student contact day of the school year.

8.4.2 Other Programs: By March 1, the affected employees and the program administrator will determine up to ten (10) blackout days for the next school year for programs not on the K-12 calendar.

8.4.3 Advance Notice: It is highly recommended that employees apply for approval to use earned personal leave as far in advance as possible.

8.4.4 Not Eligible: Employees working 12-month schedules who accrue vacation are not eligible for earned personal leave.

8.4.5 Short-Term Unpaid Leave: Employees may be granted up to two (2) unpaid leave days per year without accumulation, provided that they use one (1) earned personal leave day for each unpaid leave day. The combination of unpaid leave and earned personal leave will not exceed a total of five (5) days per occurrence.

8.5 Vacation (12-month employees)

On July 1 of each year if eligible based on Hire Date listed in Appendix A, employees working twelve-month schedules will accrue vacation at the rate shown below:

Approx. Years to Qualify	Yearly Accrual		Monthly Accrual
Upon employment	14 days	=	9 1/3 hours
4 years	18 days	=	12 hours
9 years	20 days	=	13 1/3 hours
14 years	22 days	=	14 2/3 hours
18 years	24 days	=	16 hours
22 years	26 days	=	17 1/3 hours

- 8.5.1 Use:** Vacation may not be used during the initial six (6) months of employment, but may be used as accrued thereafter. Vacation may be used in minimum amounts of fifteen minutes and must be used in quarter hour units. The time for the use of any vacation must be approved by the employee's supervisor and will be at such times that will not cause undue burden on the District.
- 8.5.2 Accrual:** Employees will be allowed to accrue vacation up to two (2) times their current yearly accrual. On the first day of each month, employees will forfeit those vacation days over two (2) times their current yearly accrual.
- 8.5.3 Separation from Employment:** Upon separation from employment, employees who have completed their probationary period will be compensated for their unused vacation.
- 8.5.4 Hardship Donations:** Employees will be allowed, at their discretion, to donate up to two (2) days of vacation per year to an employee who, in a hardship case, has exhausted sick leave.
- 8.5.5 Not Eligible:** Employees working less than twelve-month schedules who accrue earned personal leave are not eligible for vacation.

8.6 Holidays

- 8.6.1 12-Month Employees:** 12-month employees will observe a total of up to thirteen (13) paid holidays per year: Labor Day, Thanksgiving Day, the Friday following Thanksgiving Day, Christmas Eve Day, Christmas Day, New Year's Eve Day, New Year's Day, Martin Luther King, Jr. Day, Presidents' Day, Good Friday (or the last Friday of spring break, if school is in session on Good Friday), Memorial Day, Juneteenth (if it is a regularly scheduled work day) and July 4th.
- 8.6.2 9-Month and 10-Month Employees:** 9-month and 10-month employees will receive eleven (11) paid holidays that fall within their work year, the same as 12-month employees. In addition, when the employees regular continuous work calendar falls on Juneteenth or July 4th, they will also receive that holiday. On July 1 of each year if eligible based on Hire Date in Appendix A (after approximately 5 years), 9-month and 10-month employees will receive one (1) additional longevity holiday during spring break.
- 8.6.3 Exclusions:** Employees on leave of absence without pay do not receive holiday pay for days that fall within that period. New employees do not receive pay for holidays that occur before employment.
- 8.6.4 Alternate Holiday Pay:** When a holiday occurs on a Saturday, the Friday previous will be observed. When a holiday falls on a Sunday, the Monday following will be observed. When any holiday occurs on a day when school is in session, either an alternate holiday for all employees will be designated or employees will be given an additional day of vacation.
- 8.6.5 Vacation Periods:** Holidays that occur during employees' vacation periods will be paid as holiday pay.

8.7 Holiday and Leave Time for less than Eight-Hour Employees

Employees working less than full-time but four (4) hours per day or more will accrue leave time based on months and daily hours worked of their base assignment. Employees working less than full time will be eligible for holidays that fall within their work period and at the hourly rate of their base assignment. Only 12-month employees are eligible for accrual of vacation leave.

8.8 Family Leave

Childbirth, newborn childcare, or leaves will be granted under leave provisions of this Contract. Any period of

leave for which the employee is medically disabled will be charged to the employee's earned and accrued sick leave and any period for which the employee is not medically disabled will be charged to leave without pay.

8.9 Long-Term Leave of Absence without Pay

At the discretion of the District, employees may be granted a leave of absence of up to one (1) year without pay or benefits. An employee on leave who returns to work will be assigned to a similar position as held previously.

8.9.1 Written District Notice: On or about January 15 of each year or no less than thirty (30) days from the scheduled date of return, the District will issue a written notice of reminder to all employees on leave. Failure of written response confirming intent to return received in the Office of Human Resources within thirty (30) calendar days of the date of the District notice will constitute a voluntary resignation from employment.

8.9.2 Failure to Return to Work: Any employee who fails to return upon expiration of the leave will be voluntarily resigned from employment.

8.10 Absence due to Workers Compensation Case

An employee compensated for an absence under workers compensation will continue to receive full pay as long as the employee has available sick leave. Deductions from sick leave will be prorated based on the difference between workers compensation and the employee's full wage. While on paid status with the District, the employee will continue to accrue sick leave and will be eligible for District paid benefits.

8.11 Wages and Benefits While on Leave

Benefits will accrue upon completion of each full month of employment. Benefits will accrue while on paid leave, not unpaid leave. The daily rate of pay for employees on paid leave will be equal to their actual or average daily pay while on active status.

8.12 Military Leave

Military leave will be in accordance with State and Federal law.

8.13 Loss of Time Due to Assault or Threat

8.13.1 Assault: An employee absent from work as a result of an assault while acting in a capacity for the District will not be charged with a loss of sick leave or any other leave for the length of time required for recovery, nor for any reoccurrence thereof. An absence under workers compensation will limit the obligation of the District to the difference between workers compensation and the employee's daily rate of pay as of the date of continuous absence. This paid leave will cease when the employee satisfies the qualifying period for long-term disability.

8.13.2 Threat: An employee absent from work as the result of a threat while acting in a capacity for the District will receive up to five (5) days of paid leave not to be charged to sick leave or any other leave.

8.13.3 Police Report: In order to be eligible for this leave, the employee must file a police report regarding the incident precipitating the use of this leave.

8.14 Examinations

The District may request a physical or psychological examination if there is evidence that the employee's capabilities have been impaired and there is a change in their condition since employment. The District will select the physician or psychologist and pay for the examination. Employees experiencing repeated absences due to illness may be required to furnish medical proof of illness.

8.15.1 Long-Term Leave: Employees who fail to qualify for a position either physically or psychologically may request a one-year medical leave of absence. Employees unable to return to work after a one-year leave of medical absence will be separated from employment, unless otherwise required by law.

**SECTION 9 –
WORKING CONDITIONS****9.1 Basic Day**

The basic day will be eight (8) hours. The District will determine the assignment of hours to sites that do not require full-time hours. Employees will receive a one-half (1/2) hour unpaid lunch.

9.2 Basic Week

The basic week will be five (5) consecutive days, consisting of the number of hours authorized each employee to a maximum of eight (8) hours and a total of forty (40) hours weekly. The District reserves the right to increase or decrease daily hours of employment based on need.

9.3 Basic Year

The basic year is two thousand eighty (2,080) hours or two hundred sixty (260) workdays, which includes vacation, sick leave, and holidays.

9.4 Break Time

A fifteen-minute (15-minute) break will be allowed in each four-hour (4-hour) segment of an eight-hour (8-hour) day. Employees working more than four (4) hours but less than eight (8) hours will be allowed one (1) break.

9.5 District Right

The District reserves the right to determine the hours of employment and the length of the work year of all employees, limited only to the extent explicitly stated in this Contract.

9.6 Emergency School Closings

On days when school is closed by the Superintendent due to snow or other adverse weather conditions or equipment failure, employees will be given the time off with pay or required to be on duty depending on the type of school closing. Employees required to work when all schools are closed and most other employees are excused from duties will be paid regular rates for the first eight (8) hours of that day and will be granted an equivalent amount of vacation. In the event an employee's services are not required due to school closing or any other reason in excess of one day's time, the District will determine if compensation is to be paid. In the event of a lost contract day for employees working less than twelve (12) months, the District may establish a make-up day within, or contiguous to, their normal work year when employees will perform regular duties.

9.7 Probationary Employees

New permanent employees will serve a probationary period of one (1) year. The performance of probationary employees will be subject to formal evaluation twice during the first year or more often, if necessary. If performance levels are not met, probationary employees may be discharged without further cause.

9.8 Transfers within Classifications

Clerical employees changing classification within the Clerical Unit will be placed on the same step of the schedule in the new classification as previously assigned.

9.9 Transfers within Classified Groups

Employees transferring from one employee group to another within the District without a Break in Service will retain their original Hire Date and benefits based upon Hire Date. Transfer of benefits will be limited to those benefits applicable to the employee's new position and employee group. Seniority Date is not transferable, unless agreed to by the Association.

9.10 Temporary Employees

Temporary employees do not accrue seniority. Upon appointment of a temporary employee to a permanent position, Hire Date and Seniority Date will be the start of the last continuous service in the position.

**SECTION 10 –
RETIREMENT****10.1 District 403(b) Plan (Tax-Sheltered Annuity)**

Upon employment, employees are eligible to participate in the District 403(b) plan without a District match, if authorized to work for no less than twenty (20) hours per week.

10.1.1 District Match: In addition, starting July 1 of each year when eligible based on Hire Date in

Appendix A (after approximately 3 years), the District will match the contributions of eligible employees up to a maximum annual District contribution of three percent (3%) per year of employee wages. For the 23-24 school year, this match will begin on the date of ratification of the contract if eligible per Appendix A. After approximately 18 years, based on Hire Date in Appendix A, the District will match will move to four percent (4%) per year of employee wages.

10.1.2 Hire Date Prior to March 1, 1998: Employees in the Clerical Unit with a Hire Date prior to March 1, 1998 elected to participate in the matching 403(b) plan or the severance plan set forth in Appendix C, but not both. This election was made by May 1, 1998 and was irrevocable.

10.1.3 Supplemental: Employees who are not eligible for the District match may contribute to the District 403(b) plan as allowed by District policy. Such contributions will be deducted from wages with the entire cost paid by the employee.

10.1.4 Legal: The District 403(b) plan and District match are subject to all applicable state and federal laws, rules and regulations.

10.2 Retirement Group Insurance

Eligibility of the retired employee, spouse, and dependents for continued participation in the District health/hospitalization insurance and dental insurance will be determined by applicable state and federal law.

10.2.1 District Contribution to Health/Hospitalization Insurance in Retirement: Upon retirement if eligible based on Hire Date in Appendix A (after approximately 15 years), employees who are at least age fifty-five (55) years at time of retirement will be eligible for District paid contributions toward health insurance in retirement of one hundred dollars (\$100.00) per month for employee-only coverage and one hundred fifty-two dollars (\$152.00) per month for employee-plus-one or family coverage. The retired employee will pay the balance of the premium cost.

a. Basis: Employees will be eligible for the District contribution based on the coverage elected in the last one (1) year preceding retirement.

b. Duration: Eligibility for the District contribution will cease when the retired employee reaches the age of Medicare eligibility.

c. Notification of Retirement: To be eligible for the District contribution, the employee must provide written notice of retirement thirty (30) days prior to retirement, unless the District waives this requirement.

d. Termination: Employees terminated for cause will not be eligible for the District contribution.

10.2.2 Level of Benefits: Retired employees will receive the same level of benefits each year as current employees actively employed.

SECTION 11 – LAYOFFS

11.1 Definition

Changes in organizational structure and assignments, decreasing workloads, shortage of funds, and other related reasons may necessitate that the District reduce positions.

11.2 Seniority

"Seniority Date" is defined in Section 3.5 as the first paid day of work in a position covered by this Contract without a Break in Service. Seniority Date may differ from Hire Date.

11.2.1 "Frozen" Order: On June 30, 2008, the order of the seniority list was frozen based upon seniority number. The seniority list will continue to include seniority number for employees whose seniority order is frozen, until seniority number is no longer relevant. Employees on the "frozen" list will be deemed to have greater seniority than those placed by Seniority Date.

11.2.2 Placement by Seniority Date: Placement of employees on the seniority list after June 30, 2008 will be by Seniority Date.

11.2.3 Procedure: By March 1 of each school year, the District will prepare an updated seniority list from its records, including name, amount of seniority (for employees whose seniority order is "frozen"),

Seniority Date (for employees placed on the seniority list after June 30, 2008), classification, authorized hours per day, and authorized days per year. The District will send copies of the seniority list to Association members. Employees will be given twenty-one (21) working days from receipt of the list to request adjustments.

- 11.2.4 Current List:** The seniority list will be made current to the first of the month preceding sending of layoff notices for employees affected by reassignments and layoffs.

11.3 Seniority Groups

Employees will be grouped in the following seniority groups: 9-month employees, 10-month employees, and 12-month employees, as defined in Section 3.6.

11.4 Bumping and Layoff Guidelines

- 11.4.1 Definition of Same Hours:** For the purpose of lay-off and recall, the term “same hours” will include any position, which is equal to the hours per year of the employee’s previous position.
- 11.4.2 Seniority:** The inverse order of seniority will apply.
- 11.4.3 Betterment:** Employee reassignment and recall will not result in an increased classification, increased days, or increased hours, except as noted in same hours.
- 11.4.4 Placement:** The employee affected by a position termination may be placed in an open position in the same classification and same hours, with hours not to exceed eighty (80) hours per year in addition to the employee’s current hours; or with the employee’s consent, in a lesser position.
- 11.4.5 Reduction in Work Year:** A reduction of hours or days in an employee’s regular assigned hours will be considered a position termination and the affected employee will be eligible for the full range of layoff rights available under this Section.
- 11.4.6 Bumping:** Reassignment will be designated by the District based on seniority, commencing with the most senior person in the highest classification affected by the layoff.
- a. The affected employee will bump into the position occupied by the employee with the least seniority in the same seniority group, same classification, and equal or next closest to hours if no one has the same number of hours assigned. In no case will they be able to bump an employee with more hours than they were assigned to.
 - b. Open positions in a lower classification may be utilized on agreement of the employee and the District.
 - c. If the employee is not qualified for the least senior position, the affected employee will bump into the next least senior position of the same seniority group, same classification, and equal or next closest to hours if no one has the same number of hours assigned. In no case will they be able to bump an employee with more hours than they were assigned to.
 - d. If a position at the same classification cannot be utilized, the same criteria will be used in considering placement at the next lower classification and each succeeding lower classification.
 - e. Temporary employees will not have any layoff or recall rights.
 - f. Employees cannot bump into a higher classification and, if bumped to a lower classification, they will be assigned to the same step and pay in that classification.
 - g. Layoffs will result if no alternative positions are available.
 - h. Affected employees may elect layoff status in lieu of bumping.
 - i. Advance notice of the need for bumping and/or layoffs will be given to the greatest extent possible and practical.
- 11.4.7 Notice:** Advance notice of layoffs will be given with a minimum of thirty (30) day notice or to the greatest extent possible.

11.5 Reassigned Employees

- 11.5.1 Request for Reassignment:** If the employee’s previous position becomes open within twenty-four (24) months of reassignment, the employee will be reassigned at the employee’s request to the position without posting.
- 11.5.2 Other Positions:** Reassigned employees interested in positions other than their previous position may

apply for those positions.

11.6 Employees on Layoff

- 11.6.1 Seniority Date:** Seniority Date will not change during layoff.
- 11.6.2 Benefits:** Benefits will not continue during layoff.
- 11.6.3 Vacation:** Accrued vacation pay will be included in the last check.
- 11.6.4 Order:** The last employee laid off will be the first rehired.
- 11.6.5 Ties:** If two or more employees have the same Seniority Date, the employee with the lower District employee number will be considered the most senior.

11.7 Recall Rights

- 11.7.1 Current Information:** Employees with recall rights will be responsible to maintain a current telephone number, address and email address if applicable with the Office of Human Resources.
- 11.7.2 Vacancy:** The District will retain the right to transfer existing employees prior to any position being declared vacant and available for recall.
- 11.7.3 Right to Return:** Employees with recall rights will retain the right to return to the first vacant position in the same classification with equal or lesser hours and equal or lesser days.
- 11.7.4 Recall Offers:** Employees with recall rights will be granted one (1) recall refusal. Employees will be obligated to accept the second recall offer or they will be terminated.
- 11.7.5 Verbal Notice:** If employees with recall rights fail to respond to a verbal recall offer within two (2) working days, the lack of response will constitute a recall refusal.
- 11.7.6 Written Notice:** If the District is unable to verbally contact the employee with a recall offer, a letter will be sent to the current address of record on file with the District. Failure to respond within five (5) working days (not to end on a Friday) of the date the letter was mailed will constitute a recall refusal. The type of notice may be changed to email, if agreed to by the employee.
- 11.7.7 Recall Refusal:** A recall refusal to employment in a position other than one equal to the employee's same hours will not constitute a recall refusal.
- 11.7.8 Acceptance of Another Position**
 - a. Acceptance of a lesser position within the laid-off employee's previous classification will continue the employee's recall rights to full employment within the classification.
 - b. Acceptance of a position with enhanced annual hours will constitute a recall.
 - c. An employee with recall rights who applies for a position in the District outside the unit and who is successful in obtaining the position will not lose recall rights.
- 11.7.9 Length:** After two (2) years of recall rights without full return to employment, all recall rights will expire.

SECTION 12 – GRIEVANCE PROCEDURES

12.1 Scope

For the purpose of this Section the following definitions and interpretations will apply:

- 12.1.1 Bureau.** "Bureau" means the Bureau of Mediation Services.
- 12.1.2 Days.** "Days" means working days.
- 12.1.3 Employee.** "Employee" means any District employee who is employed in a position that is part of the Clerical Unit for which the exclusive representative has been certified under Minnesota Statutes, Section 179A.12.
- 12.1.4 Grievance.** A "grievance" will mean an allegation by an employee resulting in a dispute or disagreement between the employee and the District as to the interpretation or application of terms and conditions of employment insofar as such matters are contained in this Contract.
- 12.1.5 Party.** "Party" means either the exclusive representative and its authorized agent or the employer and

its authorized representative.

- 12.1.6 Service.** "Service" means personal delivery or service by the United States Postal Service, postage prepaid and addressed to the individual or organization at its last known mailing address. Service is effective upon deposit with the United States Postal Service, as evidenced by a postmark or dated receipt, or upon personal delivery.

12.2 Computation of Time

In computing any period of time prescribed or allowed by this Section, the day or act or event upon which a period of time begins will be included, unless it is a Saturday, Sunday or holiday.

12.3 Level One – Immediate Supervisor

When an employee or group of employees represented by the Association has a grievance, the employee or an agent of the Association will attempt to resolve the matter with the employee's immediate supervisor within twenty-one (21) days after the employee, through the use of reasonable diligence, will have had knowledge of the event or act giving rise to the grievance. The supervisor will then attempt to resolve the matter and will respond in writing to the grievant and the agent of the Association within five (5) days after the grievance is presented.

12.4 Level Two – District Representative

If the grievance is not resolved under Level One, the Association may serve the written grievance upon the chief administrative agent of the District or that person's designated representative within fifteen (15) days after the written response required by Level One was due. The District's representative will meet with the agent of the Association within five (5) days after service of the written grievance and both parties will attempt to resolve the grievance. The District's representative will serve a written response to the grievance on the agent of the Association within five (5) days of the meeting. The response will contain a concise statement of the District's position on the grievance and the remedy or relief the District is willing to provide, if any.

12.5 Level Three – Arbitration

- 12.5.1 Referral to Arbitration:** If the response of the chief administrative officer or designee is not received within the period provided in Level Two or is not satisfactory, the Association may serve written notice on the District of its intent to refer the case to arbitration within ten (10) days after the response required by Level Two is due.
- 12.5.2 Selection of Arbitrator:** Within ten (10) days of the service of written notice of intent to arbitrate, the District's chief administrative officer or designee will consult with the agent of the Association and endeavor to mutually agree upon an arbitrator to hear and decide the grievance. If the parties do not agree upon the selection of an arbitrator, either party may request a list of impartial arbitrators from the Bureau. The parties will alternately strike names from a list of five (5) names to be provided by the Bureau until only one (1) name remains, and the remaining name will be the designated arbitrator. The determination of which party will commence the striking process will be made by mutual agreement or a flip of a coin. If one party refuses to strike names from the list provided by the Bureau, the other party may serve written notice of this fact upon the Bureau, with a copy to the offending party. Unless it is confirmed that the parties have otherwise selected or agreed upon an arbitrator within three (3) days of service of the notice of refusal or failure to strike names, the Bureau will designate one (1) name from the list previously provided to the parties and the person so designated by the Bureau will have full power to act as the arbitrator of the grievance.
- 12.5.3 Arbitrator's Authority:** The arbitrator will have no authority to amend, modify, add to, or subtract from the terms of an existing Contract. The decision and award of the arbitrator will be final and binding upon both parties.
- 12.5.4 Arbitration Expenses:** The District and the Association will share equally the arbitrator's fees and necessary expenses. The party requesting the cancellation will pay cancellation fees and the party requesting the clarification will pay any fees incurred as a result of a request for clarification. Each party will be responsible for compensating its own representatives and witnesses except to the extent provided by release time.
- 12.5.5 Transcripts and Briefs:** Because arbitration is intended to provide a simple, speedy alternative to litigation processes, the use of transcripts and briefs should be considered only in exceptional

circumstances. If a verbatim record is required, it may be prepared providing the party desiring the record pays the cost and makes a copy available to the other party and the arbitrator without charge. The arbitrator may maintain written notes of the hearing and may use an electronic recording device to supplement the note taking. These notes will be considered the arbitrator's private and personal property and will not be made available to the parties or another third party. If the arbitrator uses a recording device to supplement the arbitrator's notes, the arbitrator will retain the recording for a period of ninety (90) days following the issuance of the award.

12.6 Processing of Grievance

- 12.6.1 Release Time:** To the fullest extent feasible, the processing of the grievances under this Section will be conducted during the normal business hours of the employer. Employees designated by the Association will be released from work without loss of regular non-overtime earnings as a result of their necessary participation in meeting or hearings held pursuant to this Section, whenever such release is consistent with the ability of the employer to conduct safe and reasonable operations. No more than three (3) employees will be entitled to compensation for participation in a single meeting or hearing with respect to any one grievance.
- 12.6.2 Waiver of Levels:** The parties may by mutual agreement waive participation in the grievance levels in this Section and may similarly agree to extend the time limits established by this Section.
- 12.6.3 Time limits:** A failure to raise a grievance within the time limits specified in this Section, or to initiate action at the next level of the procedure outlined in this Section within the time limits will result in forfeiture by the Association of the right to pursue the grievance. A failure of a District representative to comply with the time periods and procedures in these Sections will constitute a denial of the grievance and the grievance is automatically appealable.

**SECTION 13 –
DURATION****13.1 Term and Reopening Negotiation**

This Contract will remain in full force and effect for a period commencing July 1, 2023, through June 30, 2025, and thereafter according to law.

13.2 Effect

This constitutes a full and complete Contract between the District and the Association of Bloomington Clerical. The provisions herein relating to terms and conditions of employment supersede any and all prior contracts, resolutions, practices, District policies, rules or regulations concerning terms and conditions inconsistent with these provisions.

13.3 Severability

The provisions of this Contract will be severable by mutual agreement. If any provision is held to be invalid, it will not affect other provisions of the Contract or the application of any provision thereof.

BLOOMINGTON CLERICAL CONTRACT

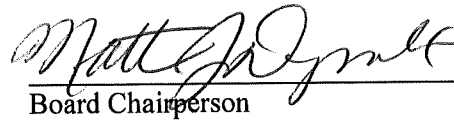
July 1, 2023 – June 30, 2025

FOR: Association of Bloomington Clerical

**FOR: Independent School District No. 271
Bloomington Public Schools**



Association President



Board Chairperson



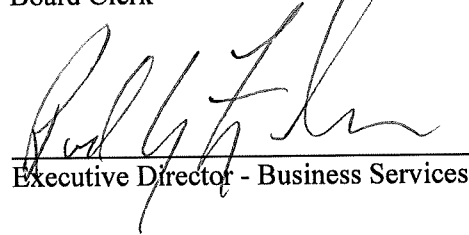
Negotiation Team Member



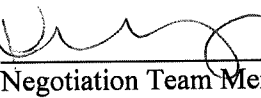
Board Clerk



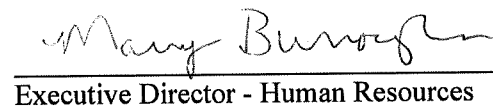
Negotiation Team Member



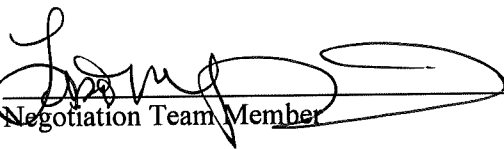
Executive Director - Business Services



Negotiation Team Member



Executive Director - Human Resources



Negotiation Team Member

**SCHEDULE A –
2023-2024 WAGE SCHEDULE**

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	10L*	15L*	20L*
Class I	19.96	21.79	23.01	23.32	23.59	23.85	24.37	25.14	25.91
Class II	21.08	22.72	24.04	24.36	24.63	24.90	25.42	26.19	26.96
Class III	23.11	23.64	25.28	25.40	25.67	25.94	26.46	27.23	28.00
Class IV	23.48	25.43	26.48	27.19	27.45	27.73	28.25	29.02	29.79
Class V	24.83	26.98	28.03	28.79	29.05	29.60	30.12	30.89	31.66

**SCHEDULE B –
2024-2025 WAGE SCHEDULE**

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	10L*	15L*	20L*
Class I	20.96	22.88	24.16	24.49	24.77	25.04	25.59	26.39	27.19
Class II	22.13	23.86	25.24	25.58	25.86	26.15	26.70	27.50	28.30
Class III	24.27	24.82	26.54	26.67	26.95	27.24	27.79	28.59	29.39
Class IV	24.65	26.70	27.80	28.55	28.82	29.12	29.67	30.47	31.27
Class V	26.07	28.33	29.43	30.23	30.50	31.08	31.63	32.43	33.23

**See Section 6.5 – Longevity Pay.*

APPENDIX A – ELIGIBILITY BASED ON HIRE DATE

Your Hire Date: _____

Based on Hire Date, employees are eligible for the following benefits per this table:

Employee qualifies for benefit below:		Effective July 1, 2023, if Hire Date is before:	(1) Effective July 1, 2024, * if Hire Date is before:	(2) Approximate Years to Qualify
Section 6.5 - Longevity Pay	10L	January 1, 2014	January 1, 2015*	10
	15L	January 1, 2009	January 1, 2010*	15
	20L	January 1, 2004	January 1, 2005*	20
Section 8.5 - Earned Personal Leave		January 1, 2023	January 1, 2024*	1
Section 8.6 - Vacation	14 days/yr	Upon employment	Upon employment	N/A
	18 days/yr	January 1, 2020	January 1, 2021*	4
	20 days/yr	January 1, 2015	January 1, 2016*	9
	<u>22 days/yr</u>	January 1, 2010	January 1, 2011*	14
	24 days/yr	January 1, 2006	January 1, 2007*	18
	26 days/yr	January 1, 2002	January 1, 2003*	22
Section 8.7.2 - Longevity Holiday (9- & 10-month employees)		January 1, 2019	January 1, 2020*	5
Section 10.1.1 - TSA Match (20 hours or more)		January 1, 2021– 3% January 1, 2006 – 4%	January 1, 2022* - 3% January 1, 2007* – 4%	3 18
Section 10.2.1 - District Contribution to Health/Hospitalization Insurance in Retirement (Minimum age of 55) (Part-time & Full-time)		January 1, 2009	January 1, 2010*	15

Notes:

- (1) Should a successor contract not be reached upon expiration of this Contract, the dates marked with an asterisk* will advance one year on an annual basis.
- (2) For employees hired mid-year in a school year, refer to Hire Date.

**APPENDIX B –
CLERICAL
CLASSIFICATIONS & POSITION TITLES**

Class	Position Title
I	Administrative Clerk I
I	Office Support Clerk
I	Office Support
I	Switchboard/Receptionist
II	Administrative Clerk II
II	Attendance Clerk
II	Meal Payment Clerk
II	Media Center Clerk
II	Data Management Assistant
III	Administrative Clerk III
III	Commodities Clerk
III	Counseling Secretary
III	Data Management Clerk
III	Leadership & Learning Clerk
III	Learning/Leadership Administration Clerk
III	Registrar/Records Management
III	Registration Clerk
III	Secretary/Assistant Sec Principal
III	Clerk/Athletics/Activities
III	Census Clerk
III	Curriculum Test Coordinator

Class	Position Title
IV	BEACON Admin Clerk
IV	Building Reservation Clerk
IV	Human Resources Generalist
IV	Health & Safety Clerk
IV	Payroll Clerk
IV	Program Secretary
IV	Accounts Payable Clerk
IV	Registration Clerk
IV	Scheduling Secretary
IV	Secretary/Assistant Sec Principal
IV	Secretary/Media Tech & Information
IV	Secretary/School Community Relations
IV	Support Operation/Facilities Clerk
V	Administrative Secretary
V	Budget Accounting Clerk
V	Data Processing Specialist
V	Elementary School Secretary
V	Secretary/Food Service
V	Lead Secretary /Middle School
V	Lead Secretary/Senior High
V	Transportation Specialist
V	Lead Payroll Clerk

Notes:

(1) List was current as of 01/23/2024.

(2) Classifications and position titles are subject to change.

**APPENDIX C –
SEVERANCE**

NOTE: In 2007-09 Contract, the sections below were moved to this Appendix. By moving these sections, the District's intent is to identify which employees are eligible for this benefit through special election, not to deny or limit employees' access to severance pay or to change the relevant provisions.

C.1 Severance Pay Plan

Permanent classified employees hired before March 1, 1998, will be eligible for severance pay under the provisions of this plan provided they elect this Severance Pay Plan in lieu of the 403(b) Plan.

- C.1.1 **Eligibility:** Permanent classified personnel with either 9-, 10-, or 12-month assignments who work a minimum of four hours a day or more are eligible. This requirement applies to accrual of credits and eligibility for severance pay. Qualified employees must be at least age 55 and have had a minimum of ten (10) years of continuous service. Employees who retire, resign or are terminated by District action due to expiration of a leave of absence for illness and are otherwise qualified will be eligible for severance pay. Terminations due to any other circumstances do not qualify for severance pay.
- C.1.2 **Accrual of Credits:** A combination of accrued sick leave and service credits will be used to a total of 105 days credit. Accrued sick leave will be used on a one-to-one basis to a maximum of 90 days. Additional credits will be given for continuous service at a rate of five days for each full fiscal year of service to a maximum of 75 days. The combination is subject to a maximum of 105 days. Accrual of credits is retroactive for currently qualified employees.
- C.1.3 **Service Credits:** Service credits will accrue using only full fiscal years of service which are uninterrupted by an employee's voluntary termination. An exception will be made for the last year of service in which retirement occurs where a full year's credit will be given if the employee resigns after nine months or more of service.
- C.1.4 **Leaves:** Approved leaves of absence for illness, maternity, military, jury and similar types will not disqualify employees for service credits. Leaves of absence for personal reasons over 20 working days in a school year will result in loss of service credit for the entire year.
- C.1.5 **Years of Service:** Effective July 1, 1991, and thereafter, the term "years of service" when used in this Section will mean years of continuous employment with the District excluding temporary, substitute and other casual employment. An approved leave of absence will not be deemed to have disrupted the employee's continuous years of service.

C.2 Notification of Retirement

A written notice of retirement will be required 30 days prior to retirement but a 90-day notice is preferred. The District may waive this provision.

C.3 Computation of Severance Pay

The daily rate of severance pay will be based on the average salary and hours worked per day during the last credited fiscal year.

C.4 Schedule of Payments

Severance pay will be paid within thirty (30) days of retirement and deposited in the employee's name into the Minnesota Post Retirement Health Care Savings Plan. If the employee dies with severance unpaid, the severance pay will be paid to the employee's named beneficiary, if any, otherwise to the employee's estate.

C.5 List of Clerical Employees Who Elected Severance

The following employees hired prior to March 1, 1998 who elected to participate in this Severance Pay Plan as identified in this Appendix. They are not eligible to receive the District TSA match set forth in Section 10.

**CLERICAL EMPLOYEES
WHO ELECTED SEVERANCE 3/1/98 –
CURRENT AS OF 01/12/2022**

#	LAST	FIRST	HIRE DATE
1	ROBERTSON	TERRI	08/12/97

**APPENDIX D –
DISTRICT HSA CONTRIBUTIONS FOR NEW HIRES**

Employee-Only Coverage: The total district HSA contribution for new full-time hires for 2023-2024 will be a maximum of seven hundred and fifty dollars (\$750.00). Part-time employees will receive half of full-time district contribution (\$375.00). The total district HSA contribution for new full-time hires for 2024-2025 will be a maximum of eight hundred dollars (\$800.00). Part-time employees will receive half of full-time district contribution (\$400.00.) These figures are based on a full year schedule. Those hired after January 1st of any school year will receive a pro-rated amount based on their hire date.

Employee+1 and Family Coverage: The total district HSA contribution for new full-time hires for 2023-2024 will be a maximum of fifteen hundred fifty dollars (\$1,500.00). Part-time employees will receive half of full-time district contribution (\$750.00). The total district HSA contribution for new full-time hires for 2024-2025 will be a maximum of sixteen hundred dollars (\$1,600.00). Part-time employees will receive half of full-time district contribution (\$800.00). These figures are based on a full year schedule. Those hired after January 1st of any school year will receive a pro-rated amount based on their hire date.

MEMORANDUMS OF UNDERSTANDING**District-wide Clerical Projects**

The District agrees to meet and confer with the Unit regarding District-wide projects effecting clerical employees to discuss conditions of employment before the project begins.

Job Descriptions

The District and the Unit agree to meet to review job descriptions to standardize and simplify the class descriptions and position titles.

Severe Weather/Distance Learning Days

On days that the District moves to Distance Learning, either due to weather or other conditions, staff will be given as much planning notice as possible. When notified, we expect employees to take home laptops and/or paperwork and be available by phone on that day. If staff cannot find work to do, they will be expected to speak to their Supervisor about possible work from home. If no work can be found, staff will not lose pay as long as they remain available and responsive for calls and email that day. If required to come in, staff may ask their Supervisor for the business reason for doing so.

Notary

If a clerical member is required by the District to be a notary, the District will pay the costs for certification and renewals.

LMC

The District and the Association agree that it is in the best interest of both to meet and discuss areas of concern or ideas for ways to improve what we are already doing. Therefore, the District and the Association will meet during the school year to discuss relevant work-related issues as needed. Each team will select an individual to co-chair the committee. Each co-chair will appoint two other members of their choosing. Either party can determine that a meeting is not necessary, if both parties agree. This forum does not replace negotiations of contractual issues and is non-binding. Topics will include the following, and others may be added as necessary by either party:

- Professional Development
- Seniority