



HERMANTOWN DISTRICT
CONFIDENTIAL EMPLOYEES
ASSOCIATION CONTRACT

2019 - 2021



Ratified: August 12, 2019

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ARTICLE I

PURPOSE

This agreement is entered into between Independent School District No. 700, Hermantown, Minnesota (hereinafter referred to as the School District) and the Hermantown District Confidential Employees Association (hereinafter referred to as Exclusive Representative), pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, as amended (hereinafter referred to as the PELRA), to provide the terms and conditions of employment for confidential employees.

ARTICLE II

RECOGNITION

The School District formally recognizes the HERMANTOWN DISTRICT CONFIDENTIAL EMPLOYEES ASSOCIATION as the ~~exclusive~~ bargaining agent for all employees in the unit. The Association shall be the fully-authorized representative of said employees with respect to rates of pay, wages, hours and other conditions of employment and shall have the rights granted to it by the applicable laws of the State of Minnesota. It is agreed that the School District will not bargain individually or collectively in regard to any matter affecting conditions of employment of said employees or affecting the role of the Association as exclusive bargaining agent with any other employees' organization except as required by law.

ARTICLE III

DEFINITIONS

SECTION 1. TERMS AND CONDITIONS OF EMPLOYMENT: The phrase "terms and conditions of employment" means the hours of employment; the compensation therefore, including fringe benefits, except retirement contributions or benefits; and the employer's personnel policies affecting the working conditions of the employees.

SECTION 2. EMPLOYEE DEFINITIONS: As it pertains to this employment unit, the following terms and definitions shall apply:

- A. Confidential - means any employee who works in the personnel offices of a public employer or who has access to information subject to use by the public employer in meeting and negotiating or who actively participates in the meeting and negotiating on behalf of the public employer. The District Administrative Assistant/MARRS Coordinator, Accounts Payable/Accounting Coordinator, Payroll/Benefits Specialist and Payroll Generalist are classifications of this group.
- B. Classified - means any employee who works in the office of the Hermantown School District in a capacity not requiring a State of Minnesota Department of Education Certificate.
- C. Full-time - means those employees working schedule of eight (8) hours per day, five (5) days per week or a total of forty (40) hours weekly as per Section 3 of this article.
- D. Part-time - means those employees who work between twenty (20) and thirty-nine (39) hours per week.

SECTION 3. WORK YEAR/DAY: The regular scheduled work day for full-time employees under this agreement shall be eight (8) hours per day inclusive of lunch time. Work year will be 260 days. Paid holidays are identified in [Article IX](#).

In the event employees are advised by the administration not to report to work or that school is closed because of inclement weather or other emergency, employees covered by this agreement will not lose pay for such occasions.

SECTION 4. COMPENSATORY TIME: Persons may accumulate compensatory time not to exceed forty (40) hours before it is used. It must be used within thirteen (13) months of accumulation and receive prior approval before it is accumulated or used.

SECTION 5. OTHER TERMS: Terms not specifically defined in this agreement shall have those meanings as defined by the PELRA of 1971, as amended.

ARTICLE IV

SCHOOL BOARD RIGHTS & OBLIGATIONS

SECTION 1. MANAGERIAL RIGHTS: The School Board is not required to meet and negotiate on matters of essential managerial policy, which include (but are not limited to) such areas of discretion or policy as the functions and programs of the School District, the overall budget of the District, utilization of technology, the organizational structure of the District, and the selection, assignment and number of personnel.

SECTION 2. MANAGEMENT RIGHTS: The School Board has the right and obligation to efficiently manage and conduct the operation of the School District within its legal limitations.

SECTION 3. EFFECT OF LAWS, RULES AND REGULATIONS: All employees covered by this agreement shall perform the services prescribed by the School Board and shall be governed by the laws of the State of Minnesota and by the School Board rules, regulations, policies, directives and orders issued by properly designated officials of the School District. The School Board and/or its designated officials has the rights, obligations and duty to develop or apply rules, regulations, policies, directives and orders from time-to-time as deemed necessary, provided they are consistent with the terms of this employment agreement.

SECTION 4. RESERVATION OF MANAGERIAL RIGHTS: The foregoing enumeration of Board rights and duties shall not exclude other essential management rights and functions not expressly defined herein. All other management rights and functions not defined herein or by the PELRA of 1971, as amended, are reserved to the School Board.

SECTION 5. HEALTH AND SAFETY: The Board shall abide by all state and federal health and safety regulations applicable to school districts.

SECTION 6. FAIR PRACTICES: In accordance with Board policy, no person or persons, departments or divisions responsible to the Board shall discriminate against any employee on the bases of race, creed, color, national origin, sex, age, marital status or membership in (or association with) the activities of the Association. The Association will admit persons to membership without discrimination on the basis of race, creed, color, national origin, sex, age or marital status.

ARTICLE V

EMPLOYEE RIGHTS

SECTION 1. RIGHTS TO VIEWS: Nothing contained in this agreement shall be construed to limit, impair or affect the right of any public employee or the representative to the expression or communication of a view, complaint or opinion on any matter related to the conditions or compensation of public employees or their

betterment, so long as the same is not designed to and does not interfere with the full, faithful and proper performance of the duties of employment or circumvent the rights of the exclusive representative if there be one; nor shall it be construed to require any public employee to perform labor or services against the employee's will.

SECTION 2. RIGHT TO JOIN: Employees shall have the right to form and join labor or employee organizations, and shall have the right not to form and join such organizations.

SECTION 3. PERSONNEL FILES: The personnel file of each employee shall be available during normal office hours to the employee or the authorized representative. The employee will be granted the right to enter a rebuttal statement to any detrimental information contained in the file.

SECTION 4. NOTICE OF POSITION ELIMINATION: Should elimination of a unit position be deemed necessary by the School District, thirty days' notice of such action will be provided to the unit by the School District.

ARTICLE VI

GROUP INSURANCE

SECTION 1. HEALTH & HOSPITALIZATION AND DENTAL INSURANCE

Subd. 1. Effective September 1, 2019, and September 1, 2020, the School District shall contribute a sum not to exceed \$700 and \$720, respectively per month toward the premium for coverage for each full-time employee employed by the School District who qualifies for and is enrolled in the School District group health and hospitalization plan. The School District shall provide single coverage for the District dental plan for all full-time employees employed by the School District. The School District contribution shall not exceed 100% of the single premium per month effective September 1, 2019 and September 1, 2020.

Subd. 2. Part-time Staff: Employees working less than full-time shall have contributed a pro-rata share of the School District's contribution, but in no case shall the employer contribute any dollars for or toward the payment of premiums for employees who work less than twenty (20) hours per week.

Subd. 3. Health and hospitalization insurance benefits provided to a married couple of employees in the district shall be as follows, subject to the requirements, restrictions and limitations imposed by the District's health and hospitalization insurance provider. Such employees who are part-time shall be entitled to the District contributions specified below on a pro rata basis determined according to Subd.

2. The options are as follows:

- a. One Family Health and Hospitalization Coverage for Both Employees

The married employees may elect, if eligible, to both be covered by one family group health insurance plan.

- i. The District shall contribute a sum not to exceed District's monthly contribution reference above toward the premium for family coverage for one member of a

married couple of full-time employees employed by the School District who qualify for and are enrolled in the School District group health and hospitalization plan.

- ii. In addition, the District shall contribute a sum not to exceed the lesser of one hundred percent (100%) of the cost of the premium for single coverage or the current District contribution for the other member's bargaining unit of a married couple of full-time employees employed by the School District who qualify for and are enrolled in the School District group health and hospitalization plan. The cost of the single premium shall be the single premium associated with the same health insurance plan under which the married employees maintain dependent coverage.

OR

b. Single Health and Hospitalization Coverage for Each Employee

- i. Each employee may choose to be covered by a single group health insurance plan provided by the District.
- ii. The District shall contribute a sum not to exceed the lesser of one hundred percent (100%) of the cost of the premium for single coverage or the current District contribution for each member's bargaining unit of a married couple of full-time employees employed by the School District who qualify for and are enrolled in the School District group health and hospitalization plan.

OR

c. Separate Family Health and Hospitalization Coverage for Each Employee

- i. If eligible, each employee may choose to be covered by a separate family group health insurance plan provided by the District.
- ii. The District shall contribute a sum not to exceed District's monthly contribution referenced above toward the premium for family coverage for one member of a married couple of full-time employees employed by the School District who qualify for and are enrolled in the School District group health and hospitalization plan.
- iii. For the other employee the District shall contribute for family coverage the current District contribution for the member's bargaining unit toward the premium for family coverage for that member of a married couple of full-time employees employed by the School District who qualify for and are enrolled in the School District group health and hospitalization plan.

OR

d. Single Health and Hospitalization Coverage for One Employee and Family Health and Hospitalization Coverage for the Other Employee

- i. One of the married employees may elect to be covered by a single group health insurance plan and the other employee, if eligible, may elect to be covered by a family group health insurance plan provided by the District.

- ii. For the employee covered by the family group health insurance plan, the District shall contribute a sum not to exceed District's monthly contribution referenced above toward the premium for family coverage for one member of a married couple of full-time employees employed by the School District who qualify for and are enrolled in the School District group health and hospitalization plan.
- iii. For the employee covered by the single group health insurance plan, the District shall contribute a sum not to exceed the lesser of one hundred percent (100%) of the cost of the premium for single coverage or the current district contribution for the member's bargaining unit of a married couple of full-time employees employed by the School District who qualify for and are enrolled in the School District group health and hospitalization plan.

Subd. 4. Dental insurance benefits provided to a married couple of employees in the district shall be as follows, subject to the requirements, restrictions and limitations imposed by the District's dental insurance provider. Such employees who are part-time shall be entitled to the District contributions specified below on a pro rata basis determined according to Subd 2. The options are as follows:

- a. One Family Dental Coverage for Both Employees
 - i. The married employees may elect, if eligible, to both be covered by one family group dental insurance plan.
 - ii. The District shall contribute a sum not to exceed District's monthly contribution reference above toward the premium for family coverage for one member of a married couple of full-time employees employed by the School District who qualify for and are enrolled in the School District group dental plan.
 - iii. In addition, the District shall contribute a sum not to exceed the lesser of one hundred percent (100%) of the cost of the premium for single coverage or the current District contribution for the other member's bargaining unit of a married couple of full-time employees employed by the School District who qualify for and are enrolled in the School District group dental plan. The cost of the single premium shall be the single premium associated with the same dental insurance plan under which the married employees maintain dependent coverage.

OR

- b. Single Dental Coverage for Each Employee
 - i. Each employee may choose to be covered by a single group dental plan provided by the District.
 - ii. The District shall contribute a sum not to exceed the lesser of one hundred percent (100%) of the cost of the premium for single coverage or the current District contribution for each member's bargaining unit of a married couple of full-time employees employed by the School District who qualify for and are enrolled in the School District group dental plan.

OR

- c. Separate Family Dental Coverage for Each Employee
 - i. If eligible, each employee may choose to be covered by a separate family group dental insurance plan provided by the District.
 - ii. The District shall contribute a sum not to exceed District's monthly contribution referenced above toward the premium for family coverage for one member of a married couple of full-time employees employed by the School District who qualify for and are enrolled in the School District group dental plan.
 - iii. For the other employee the District shall contribute for family coverage the current District contribution for the member's bargaining unit toward the premium for family coverage for that member of a married couple of full-time employees employed by the School District who qualify for and are enrolled in the School District group dental plan.

OR

- d. Single Dental Coverage for One Employee and Family Dental Coverage for the Other Employee
 - i. One of the married employees may elect to be covered by a single group dental insurance plan and the other employee, if eligible, may elect to be covered by a family group dental insurance plan provided by the District.
 - ii. For the employee covered by the family group dental insurance plan, the District shall contribute a sum not to exceed District's monthly contribution referenced above toward the premium for family coverage for one member of a married couple of full-time employees employed by the School District who qualify for and are enrolled in the School District group dental plan.
 - iii. For the employee covered by the single group dental insurance plan, the District shall contribute a sum not to exceed the lesser of one hundred percent (100%) of the cost of the premium for single coverage or the current district contribution for the member's bargaining unit of a married couple of full-time employees employed by the School District who qualify for and are enrolled in the School District group dental plan.

SECTION 2. INCOME PROTECTION INSURANCE: The Board has obtained a policy of income protection insurance for the employees of the District. The premium shall be paid as an expense of the School District and shall not be charged to the employees. The exact terms and conditions of this income protection plan are set forth in the policy of insurance obtained by the Board, a copy of which is on file and available for inspection in the office of the superintendent. An employee shall not accumulate sick leave or other benefits of employment during the period that s/he is drawing disability income.

SECTION 3. TAX-SHELTERED ANNUITIES: Employees may participate in a tax-sheltered annuity program. The School District authorizes any company with twelve (12) or more employees.

SECTION 4. LIFE INSURANCE: The School District shall provide a fully paid Thirty Thousand Dollar (\$30,000) group term life insurance policy for each full-time confidential employee. Part-time employees, as defined in [Article III, Section 2.D.](#) may purchase the group term life insurance policy at their own expense, but in no case shall a part-time employee working less than twenty (20) hours per week qualify for this benefit.

SECTION 5. DURATION OF INSURANCE CONTRIBUTIONS: An employee is eligible for School District contributions as provided in this Article as long as the employee is employed by the School District. Upon termination of employment, all contributions shall be in accordance with state or federal laws. Employees terminating employment with the School District shall be eligible for continued coverage as per the terms and conditions of the existing insurance policies.

SECTION 6. CLAIMS AGAINST THE SCHOOL DISTRICT: It is understood that the School District's only obligation is to purchase an insurance policy and pay such amounts as agreed to herein and no claim shall be made against the School District as a result of the denial of insurance benefits by an insurance carrier. The School Board agrees to actively assist employees in gaining those benefits denied, except this shall not obligate the School District to any legal expenses.

SECTION 7. WORKER'S COMPENSATION: An employee suffering a compensatory injury shall be reimbursed the difference between the compensation benefits and the salary to the maximum of the dollar value of the accumulated sick leave in his/her bank at the time of the injury.

ARTICLE VII

LEAVES OF ABSENCE

SECTION 1. SICK LEAVE:

- **Subd. 1.** Full-time employees hired prior to July 1st, 2012 (twelve month) shall earn sick leave at the rate of fifteen (15) days for each year of service in the employ of the School District, accruing as of the beginning of the school year, and accumulating to a maximum credit of 90 days. Full-time employees hired on or after 7/1/2012 shall earn sick leave at the rate of twelve (12) days for each year of service in the employ of the School District, accruing as of the beginning of the school year and accumulating to a maximum credit of 90 days.

Nine-month employees hired on or after 7/1/2012 in this group shall earn sick leave at the rate of nine (9) days for each year of service in the employ of the School District, accruing as of the beginning of the school year, and accumulating to a maximum credit of 90 days.

Part-time employees working twenty (20) hours or more weekly shall receive credit of sick leave days each year based on a pro-rata proportion to the number of days worked per week.

Subd. 2. A twelve month employee who is working his/her last year prior to retirement and who has accumulated the maximum days of sick leave as specified in Subd. 1 will be given a fifteen (15) day sick leave cushion if hired prior to 7/1/2012 or twelve (12) day cushion if hired on or after 7/1/12. These extra days may be used to keep his/her sick leave accumulation at the maximum number of days as specified in Subd. 1. In no instance may the total accumulative days exceed the maximum days of sick leave as specified in Subd. 1.

Nine-month employees working his/her last year prior to retirement and who has accumulated ninety (90) days of sick leave will be given a nine(9) day sick leave cushion.

These extra days may be used to keep his/her sick leave accumulation at the ninety (90) days maximum. In no instance may the total accumulative days exceed ninety (90).

Subd. 3. Sick leave with pay shall be allowed by the School District whenever an employee's absence is found to have been due to a personal illness, illness of a child and for critical illness in the immediate family of an employee of such nature as reasonable to require the presence of the employee. Immediate family shall be construed to include wife, husband, children, parents, step-parents, parents or step-parents of spouse, brother, sister, grandparents, step-children and grandchildren.

Subd. 4. Sick leave allowed shall be deducted from the accrued sick leave days earned by the employee. Abuse of sick leave privilege is viewed by the Board of Education as a serious matter. An employee may be required to furnish the business office with a doctor's certificate of illness before being granted sick leave pay.

Subd. 5. Sick leave pay shall be approved only upon submission of a signed request upon the authorized sick leave pay request form available at the office.

SECTION 2. PERSONAL LEAVE: Three non-cumulative personal leave days may be used each year. Personal leave days used will be deducted from accumulated sick leave.

SECTION 3. BEREAVEMENT LEAVE: A leave of absence with pay, not to exceed three (3) days, shall be granted for the death of an employee's spouse, child or step-child, parents, step-parents, parents or step-parents of spouse, siblings, grandparents and grandchildren. Leave of absence for one (1) day with pay shall be granted because of death of uncles, aunts, nieces, nephews, first cousin, grandparents of spouse, brother-in-law, and sister-in-law. The leave days will be granted for arrangements and/or attendance at a funeral or memorial service. Bereavement leave will not be deducted from accumulated sick leave. Unused bereavement leave for such purposes shall not be accumulated.

Additional time may be granted, at the discretion of the superintendent, principal or superintendent's designee, upon written evidence of special need for such additional time. The Superintendent will determine whether to deduct time from sick leave, personal leave, vacation, or a pay deduct.

SECTION 4. EMERGENCY LEAVE: In case of emergency absence not otherwise covered by these provisions, request for emergency absence may be presented to the superintendent for approval or disapproval without loss of pay or with loss of pay.

SECTION 5. LEAVE OF ABSENCE: The Board of Education, at its discretion and upon recommendation of the superintendent, may grant a leave of absence for a period not to exceed one (1) year. Such leave of absence shall be without compensation, without the District contribution toward fringe benefits and the employee will not accrue seniority while on this leave.

It is the policy of the Board that application for leave of absence will not be considered unless the employee making the request has served in the Hermantown School District for five (5) consecutive years prior to application. Requests for leave of absence shall be considered on an individual basis.

SECTION 6. CHILD CARE LEAVE:

Subd. 1. A child care leave may be granted by the School District, subject to the provisions of this section. Child care leave may be granted because of the need to prepare and provide parental care for a child or children of the employee for an extended period of time.

Subd. 2. An employee making application for child care leave shall inform the superintendent in writing of intention to take the leave at least three (3) calendar months before commencement of the intended leave.

Subd. 3. If the reason for the child care leave is occasioned by pregnancy, an employee may utilize sick leave, pursuant to the sick leave provisions of the agreement during a period of physical disability. However, an employee shall not be eligible for sick leave during a period of time covered by a child care leave. A pregnant employee will also provide, at the time of the leave application, a statement from her physician indicating the expected date of delivery.

Subd. 4. The School District may adjust the proposed beginning or ending date of a child care leave so that the dates of the leave are coincident with some natural break in the scheduled work duties necessary in the operation of the District.

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

- a. grant any leave more than twelve (12) months in duration;
- b. permit the employee to return to his/her employment prior to the date designated in the request for child care leave.

Subd. 6. An employee returning from child care leave shall be entitled on return to the same job held at the time s/he went on leave or, if the position is not available, to a comparable one.

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

Subd. 8. Employees on child care leave shall be permitted to perform per diem working service.

Subd. 9. An employee who returns from child care leave within the provisions of this section shall retain all previous experience credit for pay purposes and any unused leave time accumulated under the provisions of this agreement at the commencement of the beginning of the leave. The employee shall not accrue additional experience credit for pay purposes or leave time during the period of absence for child care leave.

Subd. 10. An employee on child care leave is eligible to participate in group insurance programs in accordance with state or federal law.

Subd. 11. Leave under this section shall be without pay or fringe benefits.

Subd. 12. An employee on child care leave shall be permitted to pay the contributions required or permitted by law to be made by the employee and the School District into the employee’s pension or retirement fund to insure full credit for retirement purposes.

Subd. 13. Application for return from child care leave must be made at least two (2) weeks prior to the anticipated return date and be accompanied by a physician’s statement attesting to the good health of the employee.

SECTION 7. LEGAL DUTY: If an employee is summoned for legal duty, the person shall receive full salary, but will remit any paid stipend fee, excluding mileage reimbursement, to the school district.

SECTION 8: An employee on any leave described in Sections 5-6 of this Article shall not accumulate additional sick leave days, but shall retain sick leave already accumulated.

ARTICLE VIII

RETIREMENT

SECTION 1. 403(B) MATCHING PLAN: Employees, as defined in Article III, who qualify may participate in the 403(b) matching plan (hereafter referred to as MP).

Subd.1 Eligible employees must make application to participate in the MP no later than May 15 of the preceding school year. Once an eligible employee elects to participate in the MP, said election is irrevocable for that school year and will continue each subsequent school year unless modified by the employee in writing by May 15 of the preceding school year.

Part-time employees are eligible to participate in the MP. For employees hired prior to 7/1/12 they are eligible to participate at the full amount. For employees hired after 7/1/12 and thereafter the contribution is prorated based on the hours worked. In the event a participating employee has a change in assignment or a reduction to part-time during the school year, the employee must continue participation at the same rate for the remainder of that school year.

The schedule of the District matching contribution is as follows, as of July 1, 2019:

Years of Service Completed	Annual Maximum¹
1 – 2	\$ 0
3 – 5	\$ 560
6 – 10	\$ 1,060
11 – 14	\$ 1, 560
15+	\$ 2,060

The district will match the employee’s elected amount, not to exceed the annual match maximum according to the included schedule. This annual amount is limited in accordance with state law. The lifetime maximum contribution may never exceed \$22,000. The lifetime cap is prorated for all part-time employees, i.e. 20 hours worked per week would equal a lifetime cap of \$11,000. In the last eligible year before the lifetime maximum contribution is met, the contribution will be reduced to achieve the proper lifetime maximum.

This amount will be paid by the district over 24 pay periods and deducted from the employee check over 24 pay periods. The amount does not change as salaries fluctuate, except in cases where an employee’s employment is interrupted. When the interruption is unpaid the employee will not receive their matching contribution.

SECTION 2. POST-RETIREMENT HEALTH CARE SAVINGS PLAN:

Full-time and Part-time employees, agree to a mandatory contribution of two percent (2%) of their monthly income to the Post-Retirement Health Care Savings Plan, administered by the Minnesota State Retirement System, unless an exemption form is approved.

ARTICLE IX

HOLIDAYS & RECESSES

SECTION 1: Full-time employees shall not be required to work on the following days: LABOR DAY, FRIDAY OF MEA (if school is not in session), THANKSGIVING DAY, FRIDAY AFTER THANKSGIVING, CHRISTMAS EVE, CHRISTMAS DAY, NEW YEAR'S EVE, NEW YEAR'S DAY, PRESIDENT'S DAY, GOOD FRIDAY (unless a teacher work-day or school is in session), MEMORIAL DAY and INDEPENDENCE DAY (July 4). Holidays which fall on a weekend would allow the employee to take a day prior or following the holiday. Full-time employees are entitled to 2 "Floating" Vacation Days with pay, pro-rata for part-time employees

Subd. 1: Part time employees, as defined in Article III, Section 2.D. shall have a pro-rata share of the holidays and recesses specified in Section 1 of this Article, but in no case shall a part-time employee working less than twenty (20) hours per week qualify for this benefit.

ARTICLE X

Vacations¹

The following vacation schedule will apply to full-time and part time (as defined in Article 3, Section 2, Subd. d) employees covered by this agreement. A part-time twelve (12) month employee's vacation will be earned on a pro-rata basis.

Years of Continuous Service	Full-time Days per Month	Part-time 50%	Days per Month
0 – 5	1.25, total of 15 days		0.625, total of 7.5 days
6 – 10	1.67, total of 20 days		0.833, total of 10 days
11 or more	2.08, total of 25 days		1.04, total of 12.5 days

New hires will not be able to use any vacation for the first 90 days, unless authorized by the Superintendent. New hires with a date of hire by formal board action from the first to the fifteenth day of the month will accrue the full day allotted per month. New hires with a date-of-hire after the fifteenth day of the month, will not accrue vacation for the first month.

Any vacation days earned in the contract year must be taken fifteen (15) months after the end of the contract year in which it was earned.

¹ The increase in days per month is computed from the date of hire, after required years of service are completed. Vacation time shall be credited at the end of each month earned.

Employees covered by this agreement will be asked to list requests for vacation period of one week or more. Personnel will be able to split their vacation time if desired. Vacations will be scheduled so at least one regular employee is on duty, unless agreed to by both parties of this agreement. Whenever possible, employees shall be granted vacation time when requested. However, requests may be altered at the discretion of the superintendent, based on the needs of the School District.

ARTICLE XI

SEVERABILITY

The provisions of this agreement shall be severable and, if any provision thereof or if the application of any provision herein is under any circumstances held invalid, it shall not affect any other provision of this agreement or the application of any provision thereof, and the parties agree to meet and negotiate any provision held invalid within thirty (30) days and, if such is not done within thirty (30) days, either party may move for arbitration on said matter.

ARTICLE XII

SUSPENSIONS & DISMISSAL

SECTION 1. The Hermantown School Board will act in good faith in suspensions or dismissal of an employee. The following procedures shall be used in situations involving suspension or dismissal:

Subd. 1. Suspension:

- a. An employee can be suspended without pay for a maximum of three (3) days for just cause, as specified in Section 2 of this article.
- b. The employee shall be served with a written notice in person or by certified mail, containing the specific charges against him/her.
- c. The notice of suspension may be the subject of a grievance, which shall be served by the employee upon the superintendent, in writing, within ten (10) days of the date of the notice of suspension.
- d. Upon submitting the grievance to the superintendent, the employee shall be entitled to a hearing before the school board to present his/her position. The superintendent and the school board representatives shall meet within five (5) days of the filing of the grievance to set the date of the hearing. In any event, the hearing shall take place within two (2) weeks of said meeting. Within ten (10) days after the date of hearing, if the grievance is not settled or otherwise resolved, the grievance may be appealed to arbitration.

Subd. 2. Dismissal:

- a. The employee shall first be suspended without pay for a maximum of three (3) days and served with a written notice in person or by certified mail, containing the specific charges against him/her.
- b. Prior to the dismissal of an employee, the employee shall be afforded the opportunity to offer his/her defense to the supervising administrator and/or the superintendent before the next board meeting following the suspension.
- c. After a charge of dismissal has been filed, an employee has ten (10) days in which to submit a written grievance and, as a result, follow the grievance procedures as specified in Article XIV of this agreement.

SECTION 2. All employees covered by this agreement shall be subject to a disciplinary suspension or dismissal for cause while on the job or by due process of law.

Some causes for dismissal or suspension are as follows:

1. Theft
2. Use of or possession of intoxicating beverages or intoxication while on the job
3. Immoral conduct
4. Insubordination
5. Abuse of sick leave privileges
6. Unsatisfactory performance

SECTION 3. Time limits and hearing dates may be extended upon mutual agreement, not to exceed twenty (20) calendar days. All references to days are “calendar days.”

ARTICLE XIII

GRIEVANCE PROCEDURE

SECTION 1. PURPOSE: The purpose of this grievance procedure shall be to secure solutions to grievances equitably, expeditiously and the lowest administrative level. Grievances may not be brought against the District without the approval and support of the Bargaining unit.

SECTION 2. GRIEVANCE DEFINITIONS: A “grievance” shall mean an allegation by the Bargaining unit resulting in a dispute or disagreement between the Bargaining unit and the School District as to the interpretation or application of terms and conditions contained in this Agreement.

SECTION 3. REPRESENTATIVE: The Bargaining unit, administrator, or School Board may be represented during any step of the procedure and any person or agent designated by such party is authorized to act in that party’s behalf.

SECTION 4. DEFINITIONS AND INTERPRETATION:

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

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

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

Subd. 4. Filing and Postmark: The filing or service of any notice or document herein shall be timely if it is personally served or if it bears a certified postmark of the United States Postal Service within the time period.

Subd. 5. An effort shall first be made to adjust an alleged grievance informally between the Bargaining unit and the School District’s designee.

SECTION 5. TIME LIMITATION AND WAIVER: Grievances shall not be valid for consideration unless the grievance is submitted in person (face to face) by the Bargaining unit in writing to the School District’s designee or an Administration office employee setting forth the facts and the specific provision of the Agreement allegedly violated and the particular relief sought within (20) twenty days after the date of the first event giving rise to the grievance occurred. Failure to file any grievance within such period shall be deemed a

waiver thereof. Failure to appeal a grievance from one level to another within the time periods hereafter provided shall constitute a waiver of the grievance.

SECTION 6. ADJUSTMENTS OF GRIEVANCE: The School District and the Bargaining unit shall address all grievances which may arise during the course of employment of any employee within the School District in the following manner:

Subd. 1. Level I: If the alleged grievance is not resolved through informal discussion, the School District's designee shall give a written decision on the grievance to the Bargaining unit within (20) twenty days after receipt of the written grievance.

Subd. 2. Level II: In the event the grievance is not resolved in Level I, the decision rendered may be appealed by the Bargaining unit to the superintendent of schools, provided such appeal is made in writing within (20) twenty days after receipt of the decision in Level I. If a grievance is properly appealed by the Bargaining unit to the superintendent, the superintendent or designee shall set a time to meet regarding the grievance within (20) twenty days after receipt of the appeal. Within (20) twenty days after the meeting, the superintendent or designee shall issue a decision in writing to the Bargaining unit.

Subd. 3. Level III: In the event the grievance is not resolved in Level II, the decision rendered may be appealed by the Bargaining unit to the School Board, provided such appeal is made in writing within (20) twenty days after receipt of the decision in Level II. If a grievance is properly appealed by the Bargaining unit to the School Board, the School Board shall set a time to hear the grievance within (20) twenty days after receipt of the appeal. Within (20) twenty days after the meeting, the School Board shall issue its decision in writing to the Bargaining unit. At the option of the School Board, a committee or representative(s) of the board may be designated by the board to hear the appeal at this level, and report its findings and recommendations to the School Board. The School Board shall then render its decision.

SECTION 7. SCHOOL BOARD REVIEW: The School Board reserves the right to review any decision issued under Level I or Level II of this procedure provided the School Board or its representative notify the parties of its intention to review within ten days after the decision has been rendered. In the event the School Board reviews a grievance under this section, the School Board reserves the right to reverse or modify such decision.

SECTION 8. DENIAL OF A GRIEVANCE: Failure by the School Board or its representative to issue a decision within the time periods provided herein shall constitute a denial of the grievance and the Bargaining unit may appeal it to the next level.

SECTION 9. ARBITRATION PROCEDURES: In the event that the Bargaining unit and the School Board are unable to resolve any grievance, the grievance may be submitted by the Bargaining unit to arbitration as defined herein:

Subd. 1. Request: A request to submit a grievance to arbitration must be in writing signed by the Bargaining unit President or elected bargaining unit representative, and such request must be filed in the Office of the Superintendent within (20) twenty days following the decision in Level III of the grievance procedure.

Subd. 2. Prior Procedure Required: No grievance shall be considered by the arbitrator, which has not been first duly processed in accordance with the grievance procedure and appeal provisions.

Subd. 3. Selection of Arbitrator: The School Board and the Bargaining unit shall endeavor to select a mutually acceptable arbitrator to hear and decide the grievance. If the School Board and the

Bargaining unit are unable to agree on an arbitrator, they may request from the Commissioner of the Bureau of Mediation Services, State of Minnesota, a list of five (5) names. The parties shall alternately strike names from the list of five (5) arbitrators until only one (1) name remains. The remaining arbitrator shall hear and decide the grievance. If the parties are unable to agree on who shall strike the first name, the question shall be decided by a flip of the coin.

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

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

Subd. 6. Expenses: The Bargaining unit and School District shall each bear its own expenses in connection with arbitration including expenses relating to the party's representatives, witnesses, and any other expenses which the party incurs in connection with presenting its case in arbitration. A transcript or recording shall be made of the hearing at the request of either party with the cost of the transcript or recording being borne by the party making the request, unless the parties mutually agree to share the expense. The parties shall share equally fees and expenses of the arbitrator, and any other expenses the parties mutually agree are necessary for the conduct of the arbitration.

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

SECTION 10. ELECTION OF REMEDIES AND WAIVER: A party instituting any action, proceeding or complaint in a federal or state court of law, or before an administrative tribunal, federal agency, state agency, or seeking relief through any statutory process for which relief may be granted, the subject matter of which may constitute a grievance under this Agreement, shall immediately thereupon waive any and all rights to pursue a grievance under this article. Upon issuing a proceeding in another forum as outlined herein, the Bargaining unit's right to initiate a grievance on behalf of the employee pursuant to this article shall be considered to have been waived or, if the grievance is pending in the grievance procedure, the right to pursue it further shall be immediately waived.

This section shall not apply to actions to compel arbitration as provided in this Agreement; or to enforce the award of an arbitrator; or when the court has so ordered.

ARTICLE XIV

SENIORITY

Seniority for employees covered by this agreement shall begin on the date of hire by formal board action and a seniority list shall be posted on the bulletin board in the district office and brought up to date on an annual basis.

Lay-offs shall follow seniority among employees in the unit. First preference shall be granted any laid-off employee for rehire in any available unit position for which such employee is qualified.

An employee bumping into a position must serve a 90 calendar day probationary period. If during said period the employer considers the employee unqualified, the employer will have the discretion to either terminate the employee or return the employee to the position formerly held without loss of seniority rights. The District's decision will not be subject to the grievance procedure.

In the event that an employee is laid off and wishes to be considered for rehire, it is the obligation of the employee to notify the administration of where such employee may be contacted for re-hire or recall purposes.

The School District shall attempt to recall the employee by telephone or correspondence and, if such attempt is unsuccessful, a certified letter shall be sent to the employee's last known address. If the employee, without good cause, fails to respond or return to work within five (5) work days from the date of receipt of such letter or receipt of notice that such notice is undeliverable, such employee shall have been considered to be removed from the seniority list.

Seniority shall terminate if:

- a. an employee resigns;
- b. an employee is discharged for cause;
- c. an employee fails to report for work at the termination of a leave of absence;
- d. an employee is on lay-off status for over two (2) years.

Nothing contained in this section shall require the school district to retain or re-hire any employee who is not qualified to perform the work available.

ARTICLE XV

JOB VACANCIES & POSTINGS

All job vacancies and new positions shall be posted on the bulletin board in the district office for ten (10) work days. Final selection of employees for open positions will be made at the discretion of the District, may or may not be an internal applicant, and are not subject to the grievance procedure. If an internal applicant is selected they shall have a ninety (90) calendar day trial period in which to demonstrate the ability to perform the job. If during said period the employer considers the employee unqualified, the employer will have the discretion to either terminate the employee or return the employee to the position formerly held without loss of seniority rights. The employer may make immediate temporary assignments to fill any vacancy or new position until such time as official board action takes place.

The probationary period for new confidential employees covered by this agreement shall be one (1) calendar year, during which time the employer may terminate the employment of said new employee for any reason. The termination of employment of a probationary employee shall not be subject to the grievance procedure of this agreement.

ARTICLE XVI

SCHEDULES & RATES OF PAY

The salaries reflected in [Schedule A](#), attached hereto, shall be effective for July 1, 2019 through June 30, 2021 for confidential employees in this unit.

ARTICLE XVII

TERMS OF AGREEMENT

This agreement shall remain in full force and effect, commencing July 1, 2019 through June 30, 2021 and thereafter until modifications are made pursuant to negotiation or statutory change. If either party desires to modify this agreement commencing on July 1, 2021, it shall give notice of such intent no later than May 31, 2021.

SCHEDULE A

CONFIDENTIAL EMPLOYEES ASSOCIATION SALARY SCHEDULE

Salary Schedule for July 1, 2019 – June 30, 2021

Payroll Generalist

Step	2019-2020	2020-2021
1	\$41,316	\$42,246
2	\$42,969	\$43,935
3	\$44,624	\$45,628
4	\$46,276	\$47,318
5	\$47,931	\$49,009

Administrative Assistant/MARRS Coordinator

Step	2019-2020	2020-2021
1	\$42,971	\$43,937
2	\$44,624	\$45,628
3	\$46,276	\$47,318
4	\$47,931	\$49,009
5	\$49,585	\$50,701

Accounts Payable/Accounting Coordinator

Step

1	\$44,624	\$45,628
2	\$46,276	\$47,318
3	\$47,931	\$49,009
4	\$49,585	\$50,701
5	\$51,237	\$52,389

**Payroll/Benefits
Specialist**

Step

1	\$47,931	\$49,009
2	\$49,585	\$50,701
3	\$51,237	\$52,389
4	\$52,893	\$54,083
5	\$54,548	\$55,775

Employees can only move to a new step once per year on July 1st. Employees hired May 1st, but before June 30th, will remain at step 1 for the first following school year.

HERMANTOWN DISTRICT
CONFIDENTIAL EMPLOYEES
ASSOCIATION

INDEPENDENT SCHOOL DISTRICT #700
REPRESENTATIVES

Date: _____

Date: _____

