MASTER AGREEMENT

BETWEEN

the

MINNESOTA SCHOOL EMPLOYEES ASSOCIATION

and the

International Union of Operating Engineers Local 70

EFFECTIVE January 1, 2019 through DECEMBER 31, 2022
ARTICLE I ................................................................. 4
  Recognition and Bargaining Unit ........................................... 4
  Recognition ..................................................................... 4
  The Bargaining Unit .......................................................... 4
  Definition of Notice/Communication ..................................... 5

ARTICLE II ......... 5
  Rights of Management .......................................................... 5

ARTICLE III ............................................................. 5
  Strikes and Lockouts ........................................................... 5

ARTICLE IV ............................................................... 5
  Union Security and Check Off ............................................. 5

ARTICLE V ................................................................. 6
  Probationary Period ............................................................ 6
  New Employees .................................................................. 6
  Notification to Local 70 ...................................................... 6
  Promoted Employees ........................................................... 6

ARTICLE VI ............................................................... 7
  Employee Discipline ............................................................ 7
  General Provisions ............................................................... 7
  Employee Conference ........................................................... 7
  Discipline Imposed ............................................................... 8

ARTICLE VII .............................................................. 8
  Grievance Procedure ........................................................... 8
  Definitions ...................................................................... 8
  Resolution Process ............................................................. 9

ARTICLE VIII ............................................................. 11
  Standard Workday and Workweek ......................................... 11

Non-Exempt Employees ........................................................ 11
  Standard Workweek ............................................................. 11
  Standard Workday ............................................................... 11
  Work Hours ................................................................... 11
  Lunch Periods ................................................................. 11
  Rest Periods .................................................................. 12
  Variances ...................................................................... 12

Exempt Employees .............................................................. 12
  Workweek, Workday and Schedules ....................................... 12

ARTICLE IX ............................................................... 12
  Overtime ...................................................................... 12
  When Overtime is to be Paid .............................................. 12
  Overtime Rate .................................................................. 13
  Call-Back Pay .................................................................. 13
  Inconvenience Compensation ........................................... 13

ARTICLE X ................................................................. 13
  Vacation ...................................................................... 13

ARTICLE XI ............................................................... 14
  Holidays ...................................................................... 14

MSEA-Local 70 2019-2022
ARTICLE I
Recognition and Bargaining Unit

Recognition

1.1.1. The Employer, Minnesota School Employees Association (MSEA) recognizes the International Union of Operating Engineers Local 70 (Local 70) as the sole and exclusive bargaining agent for all employees within the bargaining unit.

1.1.2. The Employer acknowledges the requirements for security inherent in the nature of the Union's operations and also recognizes the need for job security for bargaining unit employees.

The Bargaining Unit

1.2.1. The bargaining unit shall consist of all employees in the following classifications:

   Administrative Assistant
   Communication Coordinator
   Field Representative
   Financial Data Specialist
   Organizer/Special Projects

All other classifications existing as of the date of this Agreement are excluded from the bargaining unit.

1.2.2. The Employer agrees that if, subsequent to the Agreement, it creates any new classification(s) within the bargaining unit, it shall notify Local 70 of its action, describing the class created, number of positions. In creation of a new classification within the bargaining unit, the Employer shall also include information for Local 70 regarding the description and salary range for such classification Local 70 may, within fifteen (15) calendar days of such notification, request to meet with the Employer regarding the new position or classification. The Employer shall then meet with Local 70's appointed representatives to discuss the particulars of the newly created position or classification.

1.2.3. A temporary position is defined as a position lasting no more than twelve (12) months. Temporary employees shall receive the following benefits: wages pursuant to the attached wage schedule; sick leave as provided in section 12.1; and any stated holiday, per section 11.1, excluding floating holidays, which falls within the temporary assignment. Temporary employees shall not be entitled to vacation, personal leave, any insurance benefits as provided in Article XIII or the retirement plan benefit provided in Article XVIII, Section 18.5. Should a temporary employee become a permanent employee, his/her seniority and probationary period shall revert to the first day of continuous service to the Employer. Such position will be discussed with the staff.

This section does not apply in cases where a temporary employment agency has been hired to fill the temporary position.
Definition of Notice/Communication

1.3. For purposes of this Agreement, a party will be considered to have notice/communication/receipt of any action or decision on the date the action or decision is sent to that party. Any decision under this Agreement will also be considered to have been issued, and any answer under this Agreement provided, on the date the decision or answer is sent to the other party. All notices, decisions, answers or other communications, in order to be considered “sent” for purposes of this Agreement, must be hand delivered or sent in an electronic manner that provides a self-authenticating date stamp. Notice by email, by facsimile transmission with a confirmation report containing a date stamp, or by hand delivery with receipt are all acceptable methods of sending.

ARTICLE II
Rights of Management

The Employer retains, and Local 70 recognizes that the Employer retains the right to manage itself and direct the activities of its employees. Nothing contained in this Agreement, is intended to, nor may it be construed to, in any manner, divest the Employer of its management rights, duties or responsibilities, except as may be specifically called for in this Agreement.

ARTICLE III
 Strikes and Lockouts

For the duration of this Agreement, Local 70 and its members agree that it shall not call, sanction or engage in any strike or work stoppage. The Employer agrees that it shall not cause or engage in a lockout.

ARTICLE IV
Union Security and Check Off

4.1. All employees who are members of Local 70 as of January 1, 2019, and are covered by this Agreement shall, as a condition of continued employment remain members in good standing of Local 70 during the term of this Agreement. An employee not currently a member of Local 70 shall be governed by Section 4.2.

4.2. All new employees hired subsequent to January 1, 2019, who are covered under this Agreement shall, as a condition of employment, become members of Local 70 within thirty (30) calendar days of employment, and remain members in good standing during the term of this Agreement.

4.3. Local 70 shall make membership in the Union available to all employees covered in this Agreement on the same terms and conditions as generally applicable to other members of Local 70.

4.4. Upon receipt of an authorization card signed by the employee, the Employer shall deduct from the employee's pay the initiation, assessment, reinstatement fees,
representational service fee, or dues, as the case may be, payable by him/her to Local 70 in an amount directed by Local 70 for the period specified, so long as he/she remains in the bargaining unit.

ARTICLE V
Probationary Period

New Employees

5.1.1. All new employees shall serve a probationary period of 12 months.

5.1.2. An employee becomes permanently in the employ of the Employer upon completion of a period of service equal to the prescribed probationary period for his/her initial class calculated from Hire Date. In the event it is deemed necessary by management, an employee's probationary period may be extended by mutual agreement between the Employer and the probationary employee. Permanent status will be granted a probationary employee by action of the Board of Directors.

5.1.3. Absences of five (5) or more consecutive workdays during the prescribed probationary period shall extend that period for an equivalent number of days; however, holidays and/or vacation absences shall not be considered absences for the purposes of this section.

5.1.4. Probationary employees will not have recourse to the grievance procedure as described in Article VII of the Agreement in matters relating to job performance, deficiency or any behavior that would bring about the discipline procedures as described in Article VI, Sections 6.1, 6.2 or 6.3 of this Agreement. The probationary employee retains all rights to the grievance procedure for alleged violations of any other part of this Agreement.

Notification to Local 70

5.2. Within ten (10) working days of employment of a new employee, the Employer shall notify Local 70 of the following relevant facts:

(a) Name of employee, home address and mailing address (if different)
(b) Position classification
(c) Salary and step placement
(d) Work site and department
(e) Actual date of hire

Promoted Employees

5.3.1. All promoted employees shall serve a 12-month probationary period in the new classification.
5.3.2. An employee who has received a promotion under Section 15.4 and who subsequently fails to complete the required probationary period, shall be, upon his/her request, returned to the classification in which he/she had attained permanency and was serving at the time of promotion, except when discharged from the promoted position for just cause. Assignment to a position within the classification shall be made by the Employer. The period of time served in the position to which promoted will be counted, for seniority purposes, as time served in the classification to which the employee is being returned.

In the event the employee's former classification (from which he/she was promoted) does not exist, he/she shall be eligible to return to any other classification in which he/she has achieved permanency. All time served in that classification, plus higher classifications, shall be counted for seniority purposes in the lower classification.

5.3.3. By mutual agreement between the employee and the Employer, a person released from a probationary status in a promoted position may be placed in a vacant position in a class in which the employee has not previously served provided the person is qualified to perform the duties of such position. The employee shall serve the contractual probationary period required in that new position.

5.3.4. For advancement on the salary schedule, an employee released from a probationary promoted position shall be accorded all rights, benefits, and burdens as if the employee had not been promoted.

ARTICLE VI
Employee Discipline

General Provisions

6.1.1. Disciplinary action may be imposed upon an employee only for just cause. Progressive discipline shall be followed. Disciplinary action or measures shall include only the following: written reprimand, suspension and termination for just cause.

6.1.2. Employee Personnel Files. Upon the written request of an employee, the contents of his/her personnel record shall be disclosed to the employee and/or the Local 70 representative and/or legal counsel. Upon the employee’s request, a written record of any disciplinary action may be removed from an employee’s personnel file after three (3) years, provided that no further disciplinary action of any kind has been taken against the employee during that three (3) year period. A written request to remove a document from an employee’s personnel file, if granted, shall not be placed in the employee’s personnel file.

Employee Conference

6.2 Allegations of deficiency or inappropriate behavior shall be shared with the employee through an Employee Conference prior to discipline being imposed. The Employer may also request an Employee Conference to discuss general performance
concerns outside of a formal performance evaluation or to discuss initial minor infractions, irregularities or deficiencies. During an Employee Conference, the employee shall have the right to have an Local 70 representative or an attorney present.

Within five days of the Employee Conference, a report of the Employee Conference shall be completed, given to the employee, and placed in the file of the employee, unless the Employer determines that a report of the Employee Conference is not necessary. If discipline is imposed following an Employee Conference, a Report of Employee Conference must be prepared. The employee shall have the right to respond to a Report of Employee Conference within twenty (20) days after receipt of such report. An employee’s response to an Employee Conference Report will be included, along with the Report, in the employee’s personnel file. A Report of Employee Conference completed pursuant to this section does not constitute discipline, and is not subject to the grievance procedures of Article VII.

**Discipline Imposed**

6.3.1. **Written Reprimand.** If an Employee Conference results in a written reprimand being given, the employee shall receive a copy of the reprimand within five (5) days of the Employee Conference. The written reprimand shall state the corrective action expected of the employee. The employee shall have the opportunity to respond to the reprimand within twenty (20) days after receipt of the reprimand. The employee’s response shall be entered in the personnel record along with the reprimand.

The only written reprimands to be entered into the personnel records shall be authored by the Executive Director. For purposes of this section, a grievable event occurs upon the employee’s receipt of the written reprimand.

6.3.2. **Suspension or Termination.** If action(s) of the employee give(s) just cause, the Executive Director may suspend the employee with or without pay, or terminate the employee. The reason(s) for the suspension or termination shall be stated in a written notice to the employee at the time of the suspension or termination, within five (5) days of the Employee Conference. An employee suspended or terminated pursuant to this section may file a grievance as set forth in Article VII of this contract.

6.3.3. Should any disciplinary action taken against an employee be subsequently dismissed at any stage in the grievance process or overturned by an arbitrator, the action shall be expunged from the employee's personnel file.

**ARTICLE VII**

**Grievance Procedure**

**Definitions**

7.1.1. **Grievance** - A grievance shall be defined as any claim that there has been a violation, misinterpretation, or misapplication of the terms of this Contract.
7.1.2. Aggrieved Party - The aggrieved party may be Local 70 or an employee(s) making the claim.

7.1.3. Grievable Event. A grievable event occurs, for purposes of this grievance procedure, when Local 70 and/or employee knows or should have known of the event or action giving rise to the grievance.

7.1.4. Representation. An employee may have a Local 70 representative of his/her choice, and/or legal counsel, at any stage of the grievance process. The Employer may be represented by the Executive Director and/or his/her designee, and/or by legal counsel at any stage of the grievance process.

7.1.5. Notice/Communication. All notices, grievances, requests, decisions, answers, appeals and other communications under this section must be sent in accordance with the definition contained in section 1.3 of this Agreement.

7.1.6. Time Limits: All time limits herein shall consist of workdays. In computing time periods in this section, the day of the notice or event from which the designated period of time begins to run shall not be included. The number of days indicated in each step should be considered a maximum and every effort should be made to expedite the process. Any time limit may be waived by written mutual consent. If at any time the employee or Local 70 fails to timely move the grievance to the next step, the grievance shall be deemed withdrawn.

Resolution Process.

7.2.1. The parties acknowledge that it is usually most desirable for an employee and his/her supervisor to resolve problems through free and informal communication. Accordingly, an employee may request an informal conference to discuss a grievable event prior to the filing of a grievance. Such a request must be made within ten (10) days of the grievable event. A written grievance must be filed within ten (10) days of a grievable event or, in the event an informal conference is timely requested pursuant to this Section, within ten (10) days following that informal conference. The grievance shall be considered filed upon submission to the Executive Director.

7.2.2. At least one member representing Local 70 shall be present for any meetings, hearing, appeals, or other proceedings relating to a grievance which has been formally presented. Nothing herein contained shall be construed as limiting the rights of any employee having a grievance to discuss the matter informally with his/her supervisor and have the grievance adjusted without intervention of Local 70 provided the adjustment is not inconsistent with the terms of this contract.

Step 1.
7.2.3. If the complaint is not resolved by the informal process, the aggrieved party or Local 70 may present the grievance in writing within ten (10) days following the informal meeting, to the Executive Director who shall arrange a meeting within ten (10) days of receipt of the grievance. Those present at this meeting shall include the aggrieved party, an Local 70 representative, the supervisor and the Executive Director or his/her designee.
The aggrieved party and Local 70 shall be provided with a written answer on the grievance within five (5) days of the meeting.

Step 2
7.2.4. If the aggrieved party or Local 70 is not satisfied with the disposition of the grievance at Step One, or if the time limit expires without the issuance of a written answer, the aggrieved party or Local 70 may submit the grievance to the Board. The Board shall arrange for a meeting with an Local 70 representative and the aggrieved party (if not Local 70) to take place within ten (10) days of receipt of the appeal or such other time as the parties may mutually agree. Each party shall have the right to include in its representation, appropriate witnesses and counselors to develop facts pertinent to the grievance. Upon conclusion of the meeting, the Board will have seven (7) days in which to provide its written decision to the aggrieved party and Local 70.

Step 3
7.2.5. If the aggrieved party or Local 70 is not satisfied with the disposition of the grievance at Step Two or the time limit expires without the issuance of the Board’s written decision, then Local 70 or the aggrieved party may submit the grievance to final and binding arbitration. A request for arbitration must be filed within twenty-two (22) days of the date the Board issues its Step 2 decision or the date on which the Board’s Step 2 decision is due, if no such decision is issued. Neither the Board nor Local 70 nor the aggrieved party shall be permitted to present any evidence before the arbitrator which was not previously disclosed to the other party. The arbitrator shall have no power to alter the terms of the Contract. However, it is agreed that the arbitrator is empowered to include in any award such financial reimbursement as he/she judges to be proper. Each party shall bear the full cost for its representation in the arbitration proceedings and the remaining costs will be equally divided between the parties. The arbitrator for any arbitration under this Article will be chosen using the BMS process for selection of arbitrators.

7.3. Any step of the grievance procedure may be by-passed by mutual consent and the grievance brought directly to the next step. The parties may mutually agree that at any point in the grievance procedure they may submit the issue to the Bureau of Mediation Services for grievance mediation.

7.4. No reprisals of any kind shall be taken by the Board against any employee because of participation in the processing of any grievance under this procedure.

7.5. The parties will cooperate in the investigation of any grievance.

7.6. Nothing in this Contract shall be interpreted as denying any employee his/her legal rights.

7.7. Employees shall not lose wages due to their necessary participation for grievance/arbitration as per Article VII.

7.8. Regardless of whether the Aggrieved Party in any grievance is an individual member or Local 70, any settlement agreement or arbitration decision arising from a
grievance filed under this Article shall be binding upon Local 70, unless the settlement agreement provides otherwise.

ARTICLE VIII
Standard Workday and Workweek

8.1. When used in this article, the term “non-exempt” means the position is hourly and is not exempt from overtime compensation under the FLSA, and the term “exempt” means the position is salaried and is exempt from overtime compensation under the FLSA.

Non-Exempt Employees

Standard Workweek

8.2. The standard workweek for full-time non-exempt employees shall be five (5) consecutive work days, Monday through Friday, totaling forty (40) hours. No regular schedule shall consist of more than forty (40) hours per week. The standard workweek for part-time non-exempt employees shall be determined by management based on the need of the organization for such positions. By mutual agreement between the Employer and an employee, the standard workweek and/or workday may be adjusted to allow for greater flexibility provided the adjustment results in a total of 80 hours of work to be scheduled during the bi-weekly period in which the adjustment occurs.

Standard Workday

8.3. The standard workday for full-time non-exempt employees shall be eight (8) consecutive work hours, inclusive of a thirty-minute lunch period, as established in this Article. The standard workday for part-time non-exempt employees shall be determined by management based on the need of the organization for such positions.

Work Hours

8.4. Standard work hours for non-exempt employees shall start between the hours of 7:00 A.M. and 9:30 A.M. and shall consist for full-time employees of a total of eight (8) hours worked within any consecutive nine and one-half (9 1/2) hour period from the time work is commenced. Part-time non-exempt employees’ schedules and hours will be determined by the Executive Director.

Lunch Periods

8.5. The Employer agrees to accommodate individual employee wishes that exceed the thirty-minute inclusive lunch period provided the extended lunch period is consistent with the efficient operations of the Employer and the standard workday established for the employee's shift is observed. A lunch period in excess of the thirty minutes shall be unpaid unless the employee works out a schedule change with the Executive Director or applies an applicable leave to the excess time taken for the extended lunch period.
Rest Periods

8.6. Employees are entitled to a fifteen (15) minute rest period during the first half of their shift, and a fifteen (15) minute rest period during the second half of their shift. Each office or department will work out a rest period schedule.

Variance

8.7. Should it become necessary to the efficient operations of the Employer to change the present work shift/work schedule arrangement, or to establish new shifts, the Employer shall discuss such change with Local 70 and a mutual agreement arrived at before putting them into effect. If a mutual agreement on shift and schedule changes is not reached, the Employer may proceed with the changes proposed, subject to the provisions of the grievance procedure at Step 3.

Exempt Employees

Workweek, Workday and Schedules

8.8. Local 70 and the Employer recognize that the nature of the work of exempt employee classifications does not lend itself to standard workdays, work hours and workweek.

8.9. For exempt employees who are working less than a full-time schedule, the Executive Director will review with the employee the employee’s scheduling and assignments at least annually or as needed. Changes in the employee’s assignments may warrant a change in the percentage of the full-time schedule by which he/she is compensated. Any change in compensation as described will be negotiated at that time.

ARTICLE IX
Overtime

9.1. Non-exempt employees will submit signed weekly records of their time worked, on forms provided by the Employer. Only non-exempt employees as defined in Article VIII, Section 8.1, shall be eligible to receive overtime pay.

When Overtime is to be Paid

9.2.1. All overtime must be approved in advance by the employee’s supervisor, unless advanced approval cannot be obtained. All overtime must be authorized by having the non-exempt employee’s supervisor sign the employee’s weekly time record.

9.2.2. Any time worked as authorized or ordered in excess of the standard workday or standard workweek, shall be compensated at the statutory or contractual overtime rate, whichever is greater.
9.2.3. When the Employer and an employee have mutually agreed to adjust the employee’s normal work week or work day as provided under Section 8.2, no overtime shall be paid for hours worked in excess of the employee’s normal work day or work week as a result of such mutual adjustment.

**Overtime Rate**

9.3.1. When a non-exempt employee is required to work on a holiday, as provided for in Article IX, he/she shall, in addition to the regular pay for the holiday, be compensated at two (2) times his/her regular rate of pay for hours worked. Such work must have been ordered or authorized by the immediate supervisor.

9.3.2 Overtime required to be performed on Saturday shall be compensated at one-and-one-half (1 1/2) times the regular rate of pay. Overtime required to be performed on Sunday shall be compensated at two (2) times the regular rate of pay.

**Call-Back Pay**

9.4. When the non-exempt employee is called back to work outside his/her regular schedule, he/she shall be paid at the appropriate overtime rate for a minimum of two (2) hours. Provided that, should total callback hours worked exceed two (2) hours, the employee shall receive pay at the statutory or contractual overtime rate whichever is greater for all such hours worked.

**Inconvenience Compensation**

9.5. An employee required to work overtime for four (4) hours or more on a regular workday shall be granted a one (1) hour paid meal period, whether or not the overtime is required before or after the regular work day.

**ARTICLE X**

**Vacation**

The following vacation policy shall apply to Bargaining Unit members:

- One year through four years: Fifteen (15) days
- Year five and beyond: Twenty (20) days

Part-time employees shall receive vacation days proportional to their normal work year.

Vacation days shall be available September 1 for the coming year and shall be earned at a ratio of 1/12th of the allotment per month.

Employees will repay the Employer for any used vacation time not earned upon termination of employment. Upon termination of employment, the employee shall be paid for unused earned vacation time earned in the current year at the employee's current daily rate of pay.
Up to ten (10) days of unused vacation leave may be carried over by the Bargaining Unit members beyond the credit date of September 1, into the next year of employment and would be used first in the new year. Employees shall not be paid for such carryover days upon termination of employment.

All vacation requests must have prior approval of the Executive Director.

**ARTICLE XI**

**Holidays**

11.1. Full and part time staff shall have the following holidays:

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Friday following Thanksgiving
- December 24
- Christmas Day
- December 26

When any of the above holidays, fall on a Saturday, the preceding Friday shall be observed as the holiday off. When any of the above holidays, fall on a Sunday, the following Monday shall be observed as the holiday off. However, when December 24 is on a Friday, Saturday or Sunday, the Christmas Holidays (December 24, 25, and 26) shall be observed on Friday, Monday and Tuesday.

In addition to the above stated holidays, employees under this section shall be entitled to four (4) floating holidays per year. For new employees, floating holidays shall be earned at a rate of one per quarter during the initial year of employment.

11.2. If any exempt employee is required by his/her supervisor to work on a holiday, the exempt employee shall be entitled to an additional day of vacation for each holiday worked.

**ARTICLE XII**

**Leaves of Absence**

12.1

**Sick Leave**

12.1.1. Upon initial employment, an employee shall be allowed twelve (12) days sick leave (one day per month). Thereafter, the employee shall be entitled to an additional twelve (12) days on each September 1. Unused sick leave shall accumulate subject to the limitation set forth in subsection 12.1.6. The employee shall be entitled to use only accumulated sick leave at full rate until such time as income protection insurance becomes effective; thereafter, the employee shall be entitled to use accumulated sick leave at a percentage that makes the employee whole in combination with long term disability pay. Upon voluntary or disciplinary termination, an employee shall reimburse the Employer for any sick leave used above the rate of one day per month of employment.
12.1.2. The Employer may provide disaster leave coverage for employees eligible for sick leave who have exhausted accumulated sick leave. Additional sick leave days up to a maximum of ten days may be granted at the discretion of the Board of Directors or its designee.

12.1.3. The following absences shall be considered to be sick leave:

(a) Absence because of personal illness or incapacitating physical disability;

(b) Attendance upon a seriously ill member of the immediate family;

(c) Medical or dental appointments that cannot be scheduled outside office hours;

(d) The employee's supervisor may grant reasonable requests to use sick leave to cover unusual situations.

12.1.4. The term immediate family is interpreted to mean an employee's: spouse/domestic partner; child; parent; brother or sister; step child (child of the employee's spouse/domestic partner); parent or sibling in-law (parent, brother or sister of the employee's spouse/domestic partner); grandchild; or dependent living in the immediate household. The term immediate household is interpreted as those who dwell under the same roof and comprise a family or domestic establishment.

12.1.5. The Employer shall permit employees to donate up to ten (10) sick leave days per incidence to a colleague who has exhausted sick leave due to a long-term illness or disability. Each donated day shall have a value of 1 for 1 of a sick leave day. In order to be eligible to donate, an employee must have at least thirty (30) days of accrued sick leave. The number of donated sick leave days which an employee may receive is limited to the number of days donated, but may not continue beyond the employee's eligibility for long term disability. The employee requesting donated days will apply in writing for those additional days to the Executive Director.

Effective August 31, 2010, and continuing on August 31 of each year thereafter, the amount of sick leave carried over into the Employer's next fiscal year shall be capped at the greater of: 960 hours; or the number of hours in the employee's sick leave bank as of August 31, 2009. The amount of sick leave in excess of the cap shall be liquidated in cash based on the number of excess hours to be liquidated times 50% of the employee's regular hourly rate then in effect (for exempt employees, the hourly rate is the bi-weekly compensated divided by 80). In lieu of cash payment to the employee, the amount payable will be contributed into the employee's retirement account as an additional elective employee contribution. If all or any portion of such contribution is not allowed under applicable tax law or regulations, such amount shall be paid to the employee in cash.
Worker’s Compensation

12.2. Time lost because of an accident covered by Worker's Compensation may be charged to sick leave. Worker's Compensation checks shall go directly to the employee. The sick leave charged to the employee shall equate to the difference between the Worker's Compensation payment and the wage paid by the Employer. The employee may choose not to use sick leave for time so lost.

Bereavement Leave

12.3. Employees shall be allowed up to a maximum of five (5) working days without loss of pay at the time of a death in the family of either the employee or his/her spouse/domestic partner.

Family shall mean the employee’s: grandparent; parent; spouse/domestic partner; child; grandchild; brother or sister; and daughter-in-law or son-in-law.

The employee's supervisor may grant reasonable requests for additional time and to cover other bereavement situations.

Personal Leave

12.4. Members of the bargaining unit shall be provided each fiscal year with three (3) days personal leave to conduct personal business without loss of pay. Personal leave shall be pro-rated for new employees during their initial year of employment and earned as follows: one (1) personal leave day for each 4 months worked during a contract year.

Jury Duty Leave

12.5. Employees should accept their obligations in such a matter as jury duty. An employee is to receive regular pay from the Employer during the time of service on jury duty. Any sum given the employee on jury duty as a travel expense is to be retained by the employee. Any sum given the employee for service is to be endorsed by the employee to the Employer.

Political Leave Policy

12.6. Upon written request from an employee for a leave of absence to seek or to serve in an elected public office, a recommendation relative to salary, fringe benefits, retirement and length of leave shall be formulated by a committee composed of the Executive Director and/or his/her designee and the Board. Political leave for a specified period of time may or may not be granted by the Committee. If the leave is granted, it shall conform to all applicable State and Federal statutes.

Family/Medical Leave

12.7. Although the Employer and Local 70 acknowledge that the Employer is not subject to the requirements of the federal Family and Medical Leave Act, they agree that
the Employer will allow Family/Medical Leaves as provided in this section. A "Family/Medical Leave" is defined as a leave of absence taken by an employee under one of the following circumstances:

(a) Following the birth, adoption or foster care placement of a child with the employee or employee's spouse or domestic partner;

(b) Prior to the adoption or foster care placement of a minor child with the employee, if necessary to fulfill the requirements for adoption or foster care placement;

(c) In connection with an employee's serious medical condition (as defined in § 12.7.2) or, to the extent the requirements for a serious medical condition are not met, in connection with an employee's recovery from a pregnancy, miscarriage, abortion or childbirth;

(d) In connection with the serious medical condition (as defined in § 12.7.2) of an employee's family member (as defined in § 12.1.4);

(e) During the term of a employee's pregnancy; or

(f) During the term of a employee's spouse or domestic partner's pregnancy.

12.7.2. A "serious medical condition," as used in this section, is defined as an illness, injury, impairment, or physical or mental condition that involves either a) inpatient care in a hospital, hospice, or residential medical care facility; or b) continuing treatment by a health care provider.

12.7.3. Requirements for Family/Medical Leave. The following requirements apply for the family leaves specified in section 12.7.1:

(a) A family leave taken following the birth, adoption or foster care placement of a child with the employee must be taken within twelve months of the birth, adoption or foster care placement. If requested by the Executive Director, a request for a leave following the birth, adoption or foster care placement of a child must be accompanied by documentation of the date of the birth, adoption or foster care placement. Only one leave per child for birth, adoption or foster care placement shall be allowed.

(b) The employer may require that a request for leave prior to the adoption or foster care placement of a minor child with the employee be accompanied by certification by the adoption or placement agency or legal counsel involved in the adoption proceedings, confirming that the employee is required to take a leave of absence to satisfy the requirements for adoption or foster care placement.

(c) The Employer may request, either prior to or at any time during the term of a leave taken in connection with an employee's serious medical condition or in connection with an employee's recovery from a pregnancy,
miscarriage, abortion or childbirth, that the employee provide certification from a medical professional regarding the nature and extent of the employee’s medical condition, an estimate of the length of time the employee is expected to be unable to work as a result of such medical condition, and/or certification that the employee is able to return to work at the conclusion of a leave taken in connection with such medical condition.

(d) The Employer may request, either prior to or at any time during the term of a leave taken in connection with the serious medical condition of an employee’s family member, that the employee provide certification from a medical professional regarding the nature and extent of the family member’s medical condition.

(e) The Employer may request medical verification of an employee’s pregnancy in connection with a request for a leave during the term of such pregnancy.

(f) The Employer may request medical verification of the pregnancy of an employee’s spouse or domestic partner in connection with a request for a leave during the term of such pregnancy.

12.7.4. Payment of Salary/Wages and Continuation of Benefits During Family/Medical Leave. In general, a Family/Medical Leave is unpaid. However, an employee may be paid for a portion of a Family/Medical Leave through a) the use of sick leave time available under § 12.1; and/or b) through the use of disaster leave coverage, if such coverage is approved pursuant to § 12.1.2 and/or c) through use of any accrued vacation per § 10.1. The Employer will continue to make its contributions for the employee’s fringe benefits for up to twelve weeks of a leave taken under this section.

12.7.5. Request for Leave. An employee who wishes to take a Medical/Family Leave shall submit a written request for such a leave to the Executive Director. The request must be made at least thirty (30) days prior to the proposed commencement of the leave, unless, except in the case of an emergency, in which case the employee should submit a request as soon as practicably possible. The employee’s request must include the following: (a) the reason for the leave; (b) the date on which the employee proposes to begin the requested leave, and whether the leave will be full or part-time; (c) the date on which the employee proposes to end the requested leave; (d) whether the employee intends to use available sick leave time as part of the leave pursuant to §§ 12.1 and 12.7.4; (e) whether the employee is requesting disaster leave coverage pursuant to § 12.1.2 in connection with the request for leave; and (f) any certification or other information as may be requested by the Employer as set forth in § 12.7.3. The Executive Director will respond to a request for a Family/Medical Leave within ten (10) days of receipt of such request.

12.7.6. Return from Leave.

(a) If an employee notifies the Executive Director of his or her desire to return to active employment within one hundred eighty (180) calendar days after
the commencement date of a leave taken under this section, the employee shall, within fifteen (15) days after receipt of such notice by the Executive Director, be assigned to the same position which he or she held at the time his or her leave commenced or, if that position no longer exists, to a substantially equivalent position. This time period may be extended by approval of the Executive Director if the employee provides medical certification regarding the continued need for Family/Medical Leave or otherwise establishes that a continuation of such leave is required, and if extension of the time period comports with the business needs of the organization.

(b) If an employee notifies the Executive Director of his or her desire to return to active employment more than one hundred eighty (180) calendar days, but less than eighteen (18) months, after the commencement date of a leave taken under this section, the employee shall be assigned to the first available vacant position for which he or she is qualified. If more than one employee gives notice pursuant to this paragraph, the employee who gave such notice first shall be assigned first.

(c) Failure to request in writing a return from Family/Medical Leave within eighteen (18) months after the commencement of such a leave, or failure to return from a Family/Medical Leave on the agreed upon ending date of such a leave, shall be considered a resignation by the employee.

Other Leaves

12.8. Upon request, the Board may grant to an employee a leave of absence without pay for any reason not provided for in Sections 12.1 - 12.7.3. Request for this leave must be made in writing with the beginning and ending date of requested leave specified.

Time spent by an employee on leave without pay shall not be counted for the purpose of eligibility for his/her completion of the probationary period. Employees on leave shall have the option of continuing insurance coverage provided for in this Agreement as are available provided that the premiums that are normally paid by the Employer will be paid by the employee and will not exceed the rate previously in effect.

12.9. Part-time employees receive pro rata leaves. “Pro rata” is defined as proportional to the employee's workweek.

ARTICLE XIII
Insurance

The Employer will provide the following insurance coverage for each eligible employee who elects coverage:
Eligibility for Insurance Benefits

13.1. A full-time employee is one who works at least 30 hours per week and is therefore eligible for all benefits.

Hospital-Medical & Dental Insurance

13.2. Eligible employees who elect coverage under the Health Plan shall pay either $200.00 per year towards single coverage or $500.00 per year towards family coverage for the mutually agreed upon health insurance coverage. The Employer shall pay the remaining portion of the premium for the Health Plan coverage selected by the employee.

(a) Coverage for employees and qualified dependents shall be provided under the BlueCross Blue Shield Plan - Aware Network, BlueAccess Health Plan with a deductible of $6,500 for single and $13,100 for family (the "Health Plan"). If the Health Plan is not offered by BCBS, the parties will meet and negotiate over a replacement plan.

(b) The Employer will establish and maintain a tax-qualified Health Reimbursement Arrangement ("HRA"). The Employer will contribute to the HRA such funds as may be necessary for the HRA to reimburse employees for all qualified out-of-pocket health care expenses. Qualified expenses are those expenses which: are incurred up to the amount of the annual deductible under the Health Plan for the employee and the employee’s covered dependents, if any, and for which reimbursement is permitted under the Internal Revenue Code.

(c) For any employee who applies, an advance on wages up to $520 per benefit year will be granted by the Employer to assist with "up front" pharmaceutical costs. This advance will be deducted from the employee’s paycheck in equal installments over the remainder of the benefit year. Any monies owed to MSEA under this provision would be deducted from the final paycheck for an employee who separates employment for any reason.

13.3. The Employer will pay 100% of the premium for single or family dental insurance coverage as presently structured under the existing dental plan.

Income Protection

13.4. An income protection plan which will provide after ninety (90) calendar days of disability, at least two-thirds of salary to age 65 in case of disability due to illness and for life in case of disability due to accident shall be provided by the employer.
**Liability Insurance**

13.5. A liability insurance policy to protect employees from damages and legal fees which result from legal proceedings brought against an employee for actions taken while performing MSEA duties shall be provided by the Employer.

**Life Insurance**

13.6. The Employer shall pay the full premium for $100,000 coverage of term life insurance for each employee or the maximum allowed as per insurance coverage if coverage is less than $100,000. At the employee's option, the same dollar cost for term insurance may be applied to a permanent life policy offered by the term life carrying company.

**Premium Contributions When on Long Term Disability:**

13.7. Any employee who is currently receiving insurance benefits as defined in this Article who is receiving long term disability shall continue to receive those insurance benefits until such time as the employee is no longer on paid, payroll status.

**ARTICLE XIV**

**Professional Growth**

**Staff Workshops**

14.1. All staff workshops sponsored by the Employer shall be planned and conducted under the direction of the Executive Director and/or his/her designee.

**In-Service Training**

14.2. The Employer shall pay all costs for courses, conferences, workshops, and training expenses that a employee might request to take, or the Board might request he/she take, for the benefit of the Employer when such request is approved by the employee's supervisor.

An employee desiring to participate in a course, conference, workshop or staff training shall first submit to the Executive Director a request for approval specifying the activity, its applicability to the employee's current job assignment and/or its benefit to the Employer and the arrangements necessary for undertaking the activity. The determination shall be forwarded to the employee within three weeks of the date the request was received by the Executive Director. The Employer shall pay all approved costs for such courses.
ARTICLE XV
Seniority, Promotion, Demotion, and Layoff

15.1. The purposes of this Article shall be to provide a system of employee security within the bargaining unit measured by the length of service with the Employer and to provide means by which job movements of employees can be regulated.

Seniority Definitions

15.2.1. “Bargaining Unit Seniority” shall be defined as the employee’s length of service with the Employer in job classifications that are within the bargaining unit.

15.2.2. “Classification seniority” shall be defined as the length of service as an employee in a particular job classification within the bargaining unit.

Benefits Date

15.3. Hire date of an employee shall determine eligibility for fringe benefits such as sick leave, vacation, and other leaves subject to the specific provisions set out in other Articles.

Promotion Procedures

15.4.1. The procedures of this section shall only become operative after the provisions of Article V have been fulfilled.

15.4.2. It shall be the policy of the Employer to afford each permanent employee the opportunity to advance and fill vacancies by promotion when present permanent employees are qualified. Accordingly, all vacancies within the bargaining unit, other than Administrative Assistant, are subject to the promotion procedure. Probationary employees may file to be considered for any position considered a promotion under Article XV, Section 15.4.3. Said employees shall be considered in conjunction with other employees who have filed or outside applicants where no permanent employee has been promoted under the provisions of this Article.

15.4.3. Promotion shall be defined as a change in job classification to a position within MSFA for which the top rate is higher than the top rate of the employee’s present classification, and shall be achieved only through this procedure.

15.4.4. When a vacancy exists in the bargaining unit classifications, the Employer agrees to post the vacancy for five (5) full working days at all work locations through the process of e-mailing the posting to each member of the bargaining unit. The announcement shall list the job specifications and minimum qualifications necessary for consideration of an applicant.

15.4.5. Any member of the bargaining unit who has attained permanency and who possesses the minimum qualifications for the position may file a notice with the Executive Director on or before the final filing date. Any employee on leave or vacation may authorize his/her Union Steward to file a notice on the employee’s behalf.
15.4.6. After the filing date, the Executive Director shall review all applicants and certify the employee who meets the minimum qualifications as demonstrated in the job description and has the greatest bargaining unit seniority as the person to receive the promotion. Any employee who has filed for a vacancy under this procedure who does not agree with the Executive Director's evaluation and certification may file a grievance, in accordance with Article VII of this Agreement.

15.4.7. If two or more employees have an equal amount of bargaining unit seniority, the promotion will be determined as follows:

(a) If one of the employees is in a classification for which the top rate is higher than the top rate of the other employee(s)' classification(s), that employee will receive the promotion.

(b) If two of the employees are in a classification for which the top rate is higher than the top rate of the other employee(s)' classification(s), the employee with the greater seniority within that classification will receive the promotion.

(c) If classification seniority is equal within that classification, the employee in that classification who has the highest last four digits in his/her social security number will receive the promotion.

(d) If all the employees are in the same classification, such that (a) – (c) does not apply, the employee with the greater classification seniority will receive the promotion. If classification seniority is equal, the employee who has the highest last four digits in his/her social security number will receive the promotion.

15.4.8. Local 70 and each applicant shall be provided a notice of filling any vacancy within ten (10) days.

15.4.9. An employee who voluntarily accepted a position outside the bargaining unit may return to the bargaining unit in a vacant position and exercise his/her seniority earned while formerly in the bargaining unit.

Effective upon the date that the individual returns to the bargaining unit, the Executive Director shall establish the bargaining unit and classification seniority of that individual based upon the original date of hire to and including the date of return to the unit, less any time served outside the bargaining unit.

For the purpose of placement on the salary schedule, vacation benefits and longevity, the employee shall be credited with all years of continuous service.

**Demotion**

15.5.1. Demotion shall be defined as a change in job classification to a position for which the top rate is lower than the top rate of the employee’s present classification.
15.5.2. In the event a permanent employee desires reassignment to a lower-rated posted vacancy, which is defined as a voluntary demotion, he/she may file a notice with the Executive Director on or before the final filing date as listed in the posting and will be subject to review for certification by the Executive Director under Sections 15.4.5 and 15.4.6 of the promotion procedure, as all other bargaining unit members who file.

15.5.3. Employees may be demoted involuntarily to lower-rated positions only for unsatisfactory job performance.

15.5.4. Any action initiated under Section 15.5.3. shall be conducted and executed in accordance with Article VI of this agreement. Such action will coincide with the nearest pay period.

**Lateral Transfers**

15.6.1. A lateral transfer shall be defined as a change to a job classification for which the top rate of pay is the same as the top rate of pay of the employee's present job classification.

15.6.2. The procedure for a lateral transfer shall be the same as set forth in Sections 15.4.1. through 15.4.8.

**Layoff**

15.7.1. Layoff shall occur only for lack of work or lack of funds.

15.7.2. In compliance with the spirit of Article I, Subdivision 1.2. of this Agreement, notwithstanding any other Article, Section or Subdivision of the Agreement, the employer agrees to the following:

Replacement workers will not be engaged from any source to perform any exempt work assignments while employees are on layoff unless agreed to in writing by Local 70 and the Employer.

15.7.3. In case of layoff, the Employer shall notify the affected employee(s) and Local 70 at least thirty (30) regularly scheduled workdays in advance.

**Seniority During Layoff**

15.7.4. Any layoff implemented by the Employer shall be affected by bargaining unit seniority within classifications. The employee(s) with the least amount of classification seniority shall be laid off. If two or more employees have an equal amount of classification seniority, the most senior employee will be determined on the basis of:

(a) Greater bargaining unit seniority.
(b) If bargaining unit seniority is equal, but one or more of the peer employees are on part-time assignment, the full-time employee is senior to the part-time employees.

(c) If bargaining unit seniority and assigned work schedules are equal, seniority is determined by the last four digits of the employee’s social security number with the highest number reflecting the most senior.

15.7.5. If the most senior employee is on a part time work schedule, that employee will be offered any full time assignment available before layoff.

Rights of Employees Laid Off for Lack of Work or Funds

15.7.6. Employees who are laid off within a particular job classification and who hold previous seniority credit within a job classification which is equal to or lower than the one from which the employee is being laid off, shall have the right to bump an employee with less bargaining unit seniority within that equal or lower classification. During the thirty-day notice period provided in Section 15.7.2, Local 70 and the Employer shall meet to administer the bumping rights, if any, of the affected employee(s). The employee who bumps into the equal or lower job classification shall earn seniority credit within the new job classification from the time he/she commences such service, and such employees shall not lose the seniority they have earned within the job classification from which they are laid off. The process of bumping into lower or other classifications in which the employee has had previous service shall be continued, if necessary, to retain a job.

An employee bumped back into his/her former job classification shall hold his/her bargaining unit seniority in such former classifications for the purpose of layoff, recall and shift assignment only.

The purpose of the bumping procedure described above is to preserve the principle of seniority while recognizing the large geographic operation of the Employer. The parties agree that a layoff may result in reorganization of service areas and that employees may have to relocate in order to exercise their re-employment rights.

Recall

15.8.1. Any person laid off shall be placed on a re-employment list or lists, as may be required, by order of layoff and shall be eligible for re-employment in the first vacant position in the classification of layoff in inverse order of layoff. The list shall expire after twenty-four (24) months of the effective date of the layoff and has precedence over new hires, promotions or other actions which would fill a position on a permanent basis.

A recalled employee need not accept the recall of a position of lesser status than the position he/she maintained prior to layoff in order to maintain his/her appropriate eligibility on the re-employment list, provided he/she has informed the Employer of his/her refusal with five (5) working days from receipt of the recall letter.
15.8.2. An employee shall be recalled to his/her highest rated job classification. He/she shall be recalled in accordance with his/her bargaining unit seniority to all lower-rated jobs.

15.8.3. Any employee subject to recall shall be sent a certified or registered letter to the employee's address given at the time of layoff or the last address provided by the employee after layoff. Upon receipt of the letter, the employee must notify the Employer within five (5) working days from receipt of such letter whether or not he/she will refuse or accept recall. If an employee accepts recall and fails to report within ten (10) working days, he/she shall forfeit his/her recall rights. Any exception to such time limitations shall be by mutual agreement between the Employer and Local 70.

A recalled employee need not accept the recall to maintain his/her appropriate eligibility on the re-employment list, provided he/she has informed the Employer of his/her refusal with five (5) working days from receipt of the recall letter.

15.8.4. Notwithstanding the foregoing, an employee laid off in one classification, who has bumping rights in another classification, shall not be required to exercise those rights in order to obtain his/her re-employment list rights.

**Maintenance of Seniority Lists**

15.9. A current seniority list covering all employees in the bargaining unit shall be maintained by the Employer and be made available to Local 70 at all times. Such list shall include the employee's name, assignment location, and seniority date grouped by job classification and bargaining unit seniority, if not the same.

**Loss of Seniority**

15.10. Seniority shall be lost under any of the following conditions:

(a) Resignation

(b) Discharge for just cause

(c) Failure to comply with or report under Section 15.8.3.

(d) Layoff in excess of twenty-four (24) months off the actual service payroll.

**ARTICLE XVI**

**Transfers**

16.1.1. In the event the Employer transfers (1) the employment assignment or (2) the office location of a employee, and such transfer necessitates a change in residence of the employee, the Employer shall provide reimbursement for such employee expenses as are mutually negotiated to be necessary.

16.1.2. In the event of a transfer of staff, it is understood that:
(a) the employee shall not be transferred more than once in any three (3) year period except by mutual agreement or in the case of catastrophic need of the Employer;

(b) transfers shall be made on a seniority basis with the exception that the Employer shall have the right to exempt up to three (3) employees least senior first.

ARTICLE XVII
Job Reclassification

Reclassification

17.1.1. The parties agree that changing conditions may warrant reclassification of bargaining unit classifications.

17.1.2. Reclassification means the re-defining of a position to account for changes in technology, duties, or work that may alter the nature of the job.

Procedures

17.2.1. When either party seeks to affect a reclassification he/she shall submit to the other party the following data:

(a) The classification or position to be reclassified;

(b) The existing job description and salary placement;

(c) The proposed job description and salary placement;

(d) Employees affected by the proposal and the proposed disposition of same;

(e) The basis for the reclassification;

(f) The effective date of the reclassification.

17.2.2. The other party shall have fifteen (15) working days from date of receipt of the reclassification proposal to respond. It may:

(a) Advise that it approves the proposal;

(b) Not respond; or

(c) Call for a negotiating session.

17.2.3. In the event Local 70 does not respond to an Employer-initiated proposal, the Employer shall be free to implement its proposal. In the event the Employer does not
respond to an Local 70-initiated proposal, Local 70 shall be free to exercise its rights under 17.2.6.

17.2.4. If Local 70 responds and does not approve, a negotiating session shall immediately be called and the parties shall strive in good faith to reach agreement. If agreement is not reached within fifteen (15) working days of the first negotiating session, the Employer may:

(a) withdraw the proposal, or

(b) implement the proposal.

17.2.5. If agreement is reached and the reclassification is affected, the settlement between the parties shall constitute full satisfaction of this Article. Local 70 agrees not to file any working-out-of-classification grievance on the issue.

17.2.6. If agreement is not reached and the reclassification is affected, Local 70 shall have the right, within thirty (30) days of the Employer's implementation, to file a grievance. If the Employer fails to respond to an Local 70-initiated proposal, Local 70 shall have thirty (30) working days from the date of the original submission to file a grievance. Local 70's failure to file a grievance shall be considered as acceptance of the Employer's proposal for all purposes.

17.2.7. The Employer and Local 70 shall negotiate the salary placement for any reclassified employee.

ARTICLE XVIII
Salary Schedule and Related Matters

Salary Schedule

18.1. The salary schedule in effect for the period September 1, 2016, through August 31, 2017, is as set forth in Appendix A.

Step Placement

18.2. Upon initial employment, the Employer will determine step placement, up to Step 3, on the appropriate salary schedule based on years of experience in a similar or comparable position. The Employer may grant additional credit on the salary schedule for other experience if deemed applicable to the staff assignment. In the event that the Employer and Local 70 fail to agree on the validity and applicability, the issue shall be submitted to Step 3 of the grievance procedure or, if mutually agreed upon, submitted to grievance mediation as stated in Section 7.3. Service credit is determined by date of hire, or additional years granted at the time of hiring as designated in this section.
Pay Periods

18.3. Pay shall be computed on the basis of twenty-six (26) pay periods per year. Checks shall be distributed to staff every alternate Friday. Per diem rate of pay for exempt employees shall be the annual salary divided by 260.

Longevity

18.4. Eligibility for longevity compensation is determined by date of hire as follows: An employee will receive 3.5% above his/her scheduled salary after 11 years of employment with the Employer and 6% above his/her scheduled salary after 15 years of employment with the Employer.

Retirement Plan Contribution

18.5. The Employer agrees to contribute seven percent (7%) of gross salary to the Employer’s qualified 401(k) plan. Employees may make contributions to their 401(k) plan accounts within IRS limits pursuant to the terms of the Plan.

ARTICLE XIX
Expenses

Automobiles

19.1. A staff car shall be provided to Field Representatives. Personal use of the staff car will be permitted and reimbursement shall be made at the current IRS rate. Staff will be permitted to credit as personal income the mileage between their homes and the office.

MSEA approved minimum insurance coverage shall be in effect and shall be based in all cases on the employee’s business use of the car. In the event of an accident, the Employer will pay any collision deductible if the accident occurs on MSEA business. The employee shall pay the deductible if the accident occurs while on personal business.

Other expenses

19.2. The employee shall be reimbursed for approved costs, such as travel, food, lodging and related business expenses occurring while on MSEA business.

ARTICLE XX
Discrimination

The Employer agrees not to discriminate in any manner against an employee because of Local 70 activity, race, ancestry, ethnic heritage, creed, sex, marital status, age, political
persuasion or, to the extent prohibited by federal or state law, physical infirmity and/or disability, place of residence or sexual preference.

ARTICLE XXI
Sole Agreement

21.1. This Agreement, when signed by the parties hereto, supersedes all other agreements and supplements and represents the sole Agreement between the parties.

21.2. If, during its term, the parties hereto should mutually agree to modify, amend, or alter the provision of this Agreement in any respect, any such changes shall be effective only if reduced to writing and executed by the authorized representatives of the Employer and Local 70. Any such changes validly made shall become a part of this Agreement and subject to its terms of automatic renewal or termination.

21.3. No individual employee or group of employees acting independently of Local 70 signatory hereto may alter, amend or modify any of the provisions herein.

ARTICLE XXII
Savings Clause

22.1. Where a provision of this Agreement is altered because of a state or federal law, or by order of any court of competent jurisdiction, no other provisions herein shall be altered or become void thereby.

22.2. It is further agreed that this Agreement shall be binding upon the successors and assigns of the parties hereto. No provisions, terms or obligations contained herein shall be affected, modified, altered or changed in any respect whatsoever by the consolidation, merger, sale, transfer or assignment of either party hereto, or affected, modified, altered or changed in any respect whatsoever by any change of any kind in the legal status, ownership or management of either party hereto.

ARTICLE XXIII
Publication of Contract

Publication

23.1.1. The Board shall print, at its own expense, copies of this Contract entitled "Master Agreement Between the Local 70 and the Minnesota School Employees Association."

Distribution

23.1.2. A copy of this Agreement shall be provided to each employee currently employed and hereafter employed during the term of this Agreement.
Signed Copies

23.1.3. There shall be two signed copies of this Agreement. One signed copy shall be kept by the Employer and one signed copy by Local 70.

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SIGNATURE PAGE TO FOLLOW
APPENDIX A

**Exempt Employees**

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For the duration of the 2019-2022 contract only, employees on a longevity step will receive a lump sum annual bonus of $250 (two-hundred fifty dollars) payable in the first paycheck of September.
INITIAL PLACEMENT
Initial placement on the wage schedule shall be determined as provided in Section 18.2.

LONGEVITY
Eligibility for longevity compensation is determined by date of hire as follows: An employee will receive 3.5% above his/her scheduled salary after 11 years of employment with the Employer and 6% above his/her scheduled salary after 15 years of employment with the Employer.

STEP MOVEMENT
Step movement between Steps 1 through 4 shall occur annually. In the Field Representative Schedule, an employee shall be eligible to move to Steps 6 and 8 after two years of service at their prior step. In the Administrative Assistant, Communications Coordinator and Data Entry Specialist Schedule, an employee shall be eligible to move to Step 6 after two years of service at Step 4. Step movement will occur on September 1. If an employee is initially placed on step 1 through 3 of the schedule for a particular classification prior to March 1, that employee will move to the next step on September 1. If an employee is initially placed on Step 1 through 3 of the schedule for a particular classification on or after March 1, they will move to the next step on September 1 of the following year.
The agreement is entered into this day by the Minnesota School Employees Association and International Union of Operating Engineers Local 70.

FOR Local 70

Dave Monsour, Local 70 Business Manager

Mark Junod, Local 70 Steward

12/10/19

Date

FOR MSEA

Amy Woodford, President

Sue Fresonke, Treasurer

1-19-2020

Date
FOR Local 70

[Signature]
Michael Dowdle, IUOE, Local 70 President

[Signature]
Linda Powers, IUOE, Local 70
Recording/Corresponding Secretary

[Date]

Date