WORKING AGREEMENT

BETWEEN

INDEPENDENT SCHOOL DISTRICT NO. 829

AND

INTERNATIONAL UNION OF OPERATING ENGINEERS
(LOCAL NO. 70)

REPRESENTATIVES OF OFFICE AND CLERICAL EMPLOYEES

(2019-2021)
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ARTICLE I-PURPOSE

SECTION 1. Parties: THIS AGREEMENT is entered into between Independent School District No. 829, Waseca, Minnesota, hereinafter referred to as the School District, and the International Union of Operating Engineers, Local No. 70, hereinafter referred to as the exclusive representative, pursuant to and in compliance with the Public Employment Labor Relations Act of 1971 as amended, hereinafter referred to as the P.E.L.R.A., to provide the terms and conditions of employment for Office and Clerical Employees of the Waseca Public School System, excluding all other employees and/or any supervising personnel, essential, part-time, or confidential employees.

ARTICLE II-RECOGNITION OF EXCLUSIVE REPRESENTATIVE

SECTION 1. Recognition: In accordance with the P.E.L.R.A., the School District recognizes the International Union of Operating Engineers, Local No. 70 as the exclusive representative for Office and Clerical Employees employed by the School District, which exclusive representative shall have those rights and duties as described in the provisions of this Agreement.

SECTION 2. Appropriate Unit: The exclusive representative shall represent all such clerical employees of the district contained in the appropriate unit as defined in Article III, Section 2 of this Agreement and the P.E.L.R.A. and in certification by the Director of Mediation Services, if any.

ARTICLE III-DEFINITIONS

SECTION 1. Terms and Conditions of Employment: The term “Terms and conditions of employment” means the hours of employment, the compensation therefore including fringe benefits except retirement contributions or benefits other than employer payment of, or contributions to, premiums for group insurance coverage for retired clerical employees or severance pay, and the employer’s personnel policies affecting the working conditions of the clerical employees. “Terms and conditions of employment” is subject to the provisions of P.E.L.R.A.

SECTION 2. Description of Appropriate Unit: For purposes of this Agreement, the term Office and Clerical Employees shall mean all persons in the appropriate unit employed by the School District in such classifications excluding the following: confidential employees, supervisory employees, essential employees, part-time employees whose services do not exceed the lesser of 14 hours per week or 35 percent of the normal work week in the clerical employee’s bargaining unit, employees who hold positions of a temporary or seasonal character for a period not in excess of 67 working days in any calendar year and emergency employees.

SECTION 3. School District: For purposes of administering this Agreement, the term “School District” shall mean the School Board or its designated representative.
SECTION 4. Other Terms: Terms not defined in this Agreement shall have those meanings as defined by the P.E.L.R.A.

ARTICLE IV-SCHOOL BOARD RIGHTS

SECTION 1. Inherent Managerial Rights: The exclusive representative recognizes that the school board is not required to meet and negotiate on matters of inherent managerial policy, which include, but are not limited to, such areas of discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, the organizational structure and selection and direction and number of personnel.

SECTION 2. Management Responsibilities: The exclusive representative recognizes the right and obligation of the school board to efficiently manage and conduct the operation of the school district within its legal limitations and with its primary obligation to provide educational opportunity for the students of the school district.

SECTION 3. Effect of Laws, Rules and Regulations: The exclusive representative recognizes that all clerical 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 school board rules, regulations, directives and orders, issued by properly designated officials of the school district. The exclusive representative also recognizes the right, obligation and duty of the school board and its duly designated officials to promulgate rules, regulations, directives and orders from time to time as deemed necessary by the school board insofar as such rules, regulations, directives and order are not inconsistent with the terms of this Agreement. The exclusive representative also recognizes that the school board, all clerical employees covered by this Agreement, and all provisions of this Agreement are subject to the laws of the State of Minnesota, Federal laws, rules and regulations of the State Board of Education, and valid rules, regulations and orders of State and Federal governmental agencies. Any provision of this Agreement found to be in violation of any such laws, rules, regulations, directives or orders shall be null and void and without force and effect.

SECTION 4. Reservation of Managerial Rights: The foregoing enumeration of rights and duties shall not be deemed to exclude other inherent management rights and management functions not expressly reserved herein, and all management rights and management functions not expressly delegated in the Agreement are reserved to the school district.

ARTICLE V-CLERICAL EMPLOYEE RIGHTS

SECTION 1. Right to Views: Nothing contained in this Agreement shall be construed to limit, impair or affect the right of any clerical employee or representative to the expression or communication of a view, grievance, complaint or opinion on any matter related to the conditions or compensation of public employment or their betterment, so long as the same is...
not designed and does not interfere with the full, faithful and proper performance of the
duties of employment or circumvent the rights of the exclusive representative.

SECTION 2. Right to Join: Pursuant to P.E.L.R.A., 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. Employees in an appropriate unit shall have the right by secret ballot to
designate an exclusive representative for the purpose of negotiating grievance procedures and
the terms and conditions of employment for employees of such unit with the school district.

SECTION 3. Request for Dues Check Off: The exclusive representative shall be allowed
dues check off for its members, provided that dues check off and the proceeds thereof shall
not be allowed to any exclusive representative that has lost its right to dues check off,
pursuant to P.E.L.R.A. Upon receipt of a properly executed authorization card of the clerical
employee involved, the school district will deduct from the clerical employee’s paycheck the
dues that the clerical employee has agreed to pay to the clerical employee organization in
twelve (12) equal installments.

The employer shall advise the union steward in writing of the names, addresses, telephone
number, social security numbers, classifications, starting dates, birth dates and insurance
coverage (single or dependent) of all clerical employees added to this bargaining unit. The
union office shall be notified in writing upon the effective date of termination. (The list will
be transmitted no later than 30 days following the payroll period in which the change occurs.)

ARTICLE VI - RATES OF PAY

SECTION 1. Pay Scale: The pay scale for 2019-2021 shall be:

Effective July 1, 2019 - June 30, 2020

<table>
<thead>
<tr>
<th>CATEGORY</th>
<th>DBM JOB VALUE</th>
<th>STATE POINT SYSTEM</th>
</tr>
</thead>
<tbody>
<tr>
<td>Clerical I</td>
<td>B23</td>
<td>2125</td>
</tr>
<tr>
<td>Clerical II</td>
<td>B22</td>
<td>1875</td>
</tr>
<tr>
<td>Clerical III</td>
<td>B21</td>
<td>1625</td>
</tr>
<tr>
<td>Clerical IV</td>
<td>A13</td>
<td>1333</td>
</tr>
</tbody>
</table>

STEP INCREASES: $.10 PER YEAR OF SERVICE IN ADDITION TO THE BASE RATE. Step increase increments will be made July 1 of each year, following the clerical employee’s second anniversary date.
Effective July 1, 2020 - June 30, 2021

<table>
<thead>
<tr>
<th>STEP</th>
<th>1333</th>
<th>1625</th>
<th>1875</th>
<th>2125</th>
</tr>
</thead>
<tbody>
<tr>
<td>PROB</td>
<td>$14.00</td>
<td>$15.85</td>
<td>$17.40</td>
<td>$18.90</td>
</tr>
<tr>
<td>BASE</td>
<td>$14.80</td>
<td>$16.45</td>
<td>$18.10</td>
<td>$19.60</td>
</tr>
</tbody>
</table>

**STEP INCREASES:** $.10 PER YEAR OF SERVICE IN ADDITION TO THE BASE RATE. Step increase increments will be made July 1 of each year, following the clerical employee’s second anniversary date.

Changes in pay for each clerical employee will occur each July 1. A clerical employee must work at least 90 working days (between July 1 and June 30) to be credited for advancement as a year of experience. A clerical employee’s initial change in pay will occur after successful completion of the 90 working day probationary period. Subsequent changes in pay can only occur on July 1. (Example: A clerical employee begins work on May 1 and works for 31 days. The 90 working day probationary period will expire after July 1. No step increase will apply until the succeeding July 1, thereafter). At the discretion of the School Board and upon recommendation of the Superintendent of Schools, new clerical employees may be given credit for experience up to five (5) years upon recommendation of the Superintendent of Schools and at the discretion of the School Board.

Clerical employees promoted to a higher band and grade will be placed at a rate of pay equal to or greater than their former position rate of pay, but in no case would the rate of pay in the higher band and grade be less.

**CATEGORY** | **POSITION EXAMPLES***
---|---
**Clerical I** | Junior and Senior High School Office Manager  
Intermediate School Office Manager  
Hartley Elementary School Office Manager  
ALC Office Manager

**Clerical II** | Junior and Senior High School Activity Office Manager (SY)  
Junior and Senior High School Office Clerical  
Food Service Technician (SY)  
Junior and Senior High School Guidance/Health Office Manager (SY)

**Clerical III** | Elementary Office Clerical (SY)  
Junior and Senior High Office Clerical (SY)  
Intermediate Office Clerical (SY)  
Hartley School Media Clerical (SY)
Intermediate School Media Clerical (SY)
Junior and Senior High School Media Clerical (SY)

Clerical IV
Community Education Department Clerk
*The School District and the Exclusive Representative reserve the right to adjust the Position Examples should a new position arise or a comparable worth study be requested and/or initiated.

SECTION 2. Working Conditions Pay: A clerical employee physically working at specific sites will receive an additional hourly stipend per the following table:

<table>
<thead>
<tr>
<th>Site</th>
<th>Hourly Stipend (2019-2021)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Junior and Senior High School</td>
<td>$0.40 per hour</td>
</tr>
<tr>
<td>Waseca Intermediate School</td>
<td>$0.25 per hour</td>
</tr>
<tr>
<td>Hartley Elementary School</td>
<td>$0.25 per hour</td>
</tr>
<tr>
<td>Central Building</td>
<td>$0.20 per hour</td>
</tr>
</tbody>
</table>

SECTION 4. Anniversary Date: The first working day shall be considered the anniversary date of employment.

SECTION 5. Transportation (In-District): The district will reimburse those office and clerical employees covered under this contract who work in assigned areas of two or more buildings during the school year, according to the school policy.

SECTION 6. Payment: Clerical employees will receive payment in 24 equal installments. Less than full-time clerical employees will have their wage multiplied by the number of hours they work, divided into 24 payments.

SECTION 7. Continuation of Pay: Clerical employees will continue to receive payment for services as per the current rate until an agreement is reached on a new contract upon expiration of this contract. Only classification changes will affect the rates of pay.

ARTICLE VII - HOURS OF WORK

SECTION 1. Basic Work Week: The basic work week shall consist of forty (40) hours. The regular scheduled work week shall be five (5) consecutive days. A work day to be defined as eight (8) hours/day.

Subd. 1. Determination of Working Hours: The work assignments and work schedules shall be determined by their supervisors and the clerical employee by the end of the current school year.

Subd. 2. Letter of Assignment: The employer will provide a letter of assignment at the earliest possible time upon School Board approval of the collectively bargained agreement to each clerical employee. This letter will outline such details as assigned.
work days, vacation days, holidays, insurance contribution, rate of pay and other items
deemed necessary. During a negotiation year, Letter of Assignment will be issued once a
new contract has been settled.

**Subd. 3:** Change of Assigned Days: All clerical employees will be assigned work time
schedules by their supervisors. Any exchange of the assigned days must be approved in
advance by the building principal or designated administrator

**SECTION 2. Sundays & Holidays:** Any clerical employee who works on a Sunday or
holiday will be paid double time (2 X Hourly Rate) for the time worked on those days.

**SECTION 3. Definition of Overtime:** All hours worked beyond the forty (40) hours per
week shall be compensated at the rate of time and one-half (1 ½).

**Subd. 1. Rate of Pay:** A minimum of two (2) hours pay at 1 ½ times the regular hourly
rate will be given to all clerical employees who are called back to work after having been
released from their regular day’s work. This shall not apply to calls one hour before
regular starting time where work continues on into the regular day’s work. If required to
work more than two (2) hours, then applicable overtime rate shall apply. One callback
allowance will be allowed on any given two (2) hour period from time of call.

**Subd. 2. Authorization of Overtime:** No overtime will be paid unless it has been
authorized by one of the following: building principals, or the superintendent of schools.
In most cases, the building principal will be the one with whom this responsibility will
rest.

**SECTION 4. Breaks:** Each clerical employee, working 6.5 hours or more per day, shall
receive up to a maximum of two (2) fifteen (15) minute paid breaks per day during which
time the clerical employees will be permitted to leave the assigned work location upon
approval of the supervising administrator. A 30-minute non-paid, duty free lunch will be
scheduled.

**SECTION 5. Reporting to Work:** In the event of a late start for students, clerical employees
shall be allowed to report one (1) hour late on the first and second late starts of the year,
without any loss of pay.

For any subsequent two hour (2) late start for students, clerical employees are allowed to
report two (2) hours from their normal start time. The hours not worked due to the late start
will need to be made up within the same week, require a leave taken, or deducted from pay.
Responsibilities on the following days that school is closed or curtailed are that clerical
employees are expected to report for work at their regularly scheduled time. If other
schedules are to be followed, the clerical employees will be advised via established school
procedures.

If the school district is closed for an emergency which warrants not requiring any Waseca
Public School employees to report to work, they will not incur a loss of pay for that day. The
school district will reserve the right to call any clerical employee into work and pay them 1 ½
times their regular rate of pay or 50% more than their regular wage rate.
ARTICLE VIII – HOLIDAYS

SECTION 1. Number of Holidays: The following ten (10) paid holidays shall be granted to full-year clerical employees. Clerical employees who work less than a full year will be paid for those holidays that fall within their contracted duty days. Clerical employees must work at least 1,040 hours per year to be eligible for paid holidays. If the holiday falls within the clerical employee’s scheduled contracted days, clerical employees who work four (4) or more hours per day will receive pay for the following holidays:

- New Year’s Day (2)
- Good Friday
- Memorial Day
- Fourth of July
- Labor Day
- Thanksgiving Day (2)
- Christmas Day (2)

When these days fall on Saturday or Sunday, other days shall be granted as determined by the superintendent. Offices may be closed in addition to the above only on the approval of the superintendent of schools.

ARTICLE IX – VACATIONS

SECTION 1. Beginning Date: All vacation time shall be determined as of July 1.

Subd. 1: The following schedule will be observed by full-time clerical employees:

- 2 weeks after one (1) year
- 3 weeks after five (5) years
- 4 weeks after twelve (12) years

Subd. 2: The school district will pay to the clerical employee any unused and earned vacation upon termination of employment. The payment will be based upon the hourly rate of pay earned at the time of separation.

SECTION 2. Clerical employees who work less than 12 months, and are scheduled to work on the following days, must take their earned vacation on the following days unless dates have been worked out with their principal:


Any earned additional days must be taken between the beginning and ending dates of the work agreement upon approval of supervisor.
SECTION 3. **Vacation Eligibility:** No vacation will be granted to a clerical employee until they have completed their probationary period. A clerical employee must work at least 1,040 hours per year to be eligible for vacation.

SECTION 4. **Vacation Seniority:** Clerical employees will be given preference as to vacation dates in accordance with their seniority status when requests are made simultaneously.

SECTION 5. **Pro-ration Formula:** Clerical employees who work less than 2080 hours per year will be pro-rated. For example, if a clerical employee is contracted for 2040 hours the proration will be calculated as follows:

\[
\frac{2040}{2080} = 0.98 \text{ times the earned vacation schedule}
\]

SECTION 6. **Accumulative Vacation:** Vacation shall not be accumulative except that each clerical employee may carry a maximum of five (5) days past the twelfth month following July 1. The maximum vacation which can be accumulated during any one time will be equal to the current earned vacation plus the five (5) days carryover.

ARTICLE X - LEAVE OF ABSENCE

SECTION 1. **Qualification for Leaves of Absence:** To be eligible for fringe benefits (sick leave, funeral leave, and personal leave), a clerical employee must work at least 1040 hours. Accumulated fringe benefits cannot be lost by a clerical employee if they are reduced to less than 1040 hours per year. Pro-ration as per the formula will occur for those working less than 2080 hours. The district recognizes that situations may occur that are out of the ordinary. Clerical employees may ask by submitting a signed request to the superintendent for additional leave due to these circumstances. These situations will be brought to the school board for their decision, which is not subject to the grievance process.

Leave of absence allowance will be calculated to the nearest hour.

A clerical employee must complete their probationary period before they are eligible to access their leave of absence benefits.

SECTION 2. **Sick Leave:** This is defined as leave granted a clerical employee per M.S. 181.9413.

**Subd. 1. Number of Days:** These days will be earned at a rate of 1 day per 18 days of employment accumulating to a total of fourteen (14) days for a full year of employment. These days may be accumulated, if not used, to a total of one hundred twenty-five (125) days. This will be based on July 1. Less than 2080 hours will be pro-rated according to the formula.

**Subd. 2. Proof of Sick Leave:** The school district may require a clerical employee to furnish a medical certificate from the school nurse or from a qualified physician as evidence of illness indicating that absence was due to illness in order to qualify for sick
leave pay. The sick leave allowed will be deducted from the accrued sick leave earned by the clerical employee. Sick leave pay shall be approved only upon submission of a request through the on-line leave system, Aesop/Frontline. A medical certificate may be required for illnesses that last several consecutive days (3 days or more will be used as a guideline). Requests for medical certificates for other absences will include a conference with the clerical employee prior to the absence.

Subd. 3. Worker’s Compensation: Pursuant to M.S. 176, a clerical employee injured on the job in the service of the school district and collecting worker’s compensation insurance may draw sick leave and receive full salary from the school district, the salary to be reduced by an amount equal to the insurance payments and only that fraction of the days not covered by insurance will be deducted from accrued sick leave.

SECTION 3. Funeral Leave: An eligible clerical employee shall be granted up to five (5) days per contract year, without loss of pay, to be requested in half day increments to attend a funeral of a member of their immediate family (husband, wife, children, parent, grandparents, grandchildren, parents or grandparents of spouse, sisters, brothers, sister-in-law, brother-in-law), and the equivalent of two (2) days per contract year to be requested in half day increments, without loss of pay, for a funeral of other persons. The days shall not be deducted from sick leave.

SECTION 4. Personal Leave: Defined as leave taken for personal purposes. Clerical employees must obtain permission, in writing, at least three (3) days prior to the leave day. All personal leave must receive final approval from the superintendent of schools. The anniversary date for personal leave shall be July 1. The request does not need to state the reason for requesting personal leave.

Subd. 1. The number of days shall be four (4) days per year with accumulation up to five (5) days.

Subd. 2. The district will not approve personal leave during critical times in the school year or when approval would lead to staff shortages.

SECTION 5. Health Leave: A leave of absence without pay by reason of unsatisfactory personal health for a period not to exceed one year may be granted by the Board of Education upon presentation of evidence of need and upon exhaustion of the clerical employee’s sick leave. Prior to returning to full employment, satisfactory completion of a school district prescribed physical examination shall be required of a clerical employee returning from health leave.

SECTION 6: Parental Leave:

Subd. 1. A clerical employee will be granted a parental leave of absence without pay up to twelve (12) months, provided the parent follows the procedure outlined in this section.

Subd. 2. A clerical employee shall notify the superintendent of schools in writing no later than the three (3) months prior to the estimated leave date which shall state an
estimated date of return to work. A physician’s statement shall accompany the request which verifies the estimated date of delivery.

Subd. 4. The clerical employee shall submit a written request to the superintendent for a child care leave including commencement date and return date.

Subd. 5. The effective beginning date of such leave and its duration shall be submitted by the superintendent to the school board for its action.

Subd. 6. A clerical employee returning from a child care leave shall be re-instated to the former position provided that the clerical employee returns on the date approved by the school board.

Subd. 7. The parties agree that periods of time for which the clerical employee is on child care leave shall not be counted in determining the completion of the probationary period.

Subd. 8. A clerical employee who returns from child care leave within the provisions of this section shall retain all previous experience credit and any unused leave time accumulated under the provisions of this Agreement at the commencement of the beginning of the leave. The clerical employee shall not accrue any additional experience credit for leave time during the period of child care leave.

Subd. 9. The parties further agree that any child care leave of absence granted under this section shall be a leave without pay.

SECTION 7: Maternity Disability Leave

Subd. 1. A clerical employee shall be entitled to available sick leave up to thirty (30) working days for a normal delivery pursuant to leaves of absences during the period of actual disability related to pregnancy or child birth. Such leave would have to be available and could be extended if complications cause disability beyond normal delivery.

Subd. 2. The superintendent of schools may require that the clerical employee undergo a physical examination by a licensed physician of the clerical employee’s choice. Such physician’s opinion shall be determinative as to the period of disability.

Subd. 3. Failure of the clerical employee to return pursuant to the date determined at the end of her disability shall constitute grounds for discharge.
Subd. 4. A pregnant clerical employee shall notify the superintendent of schools in writing no later than the end of the 5th month of pregnancy and, also at such time, provide a physician’s statement indicating the estimated date of delivery of the child.

SECTION 8. Jury Duty: A clerical employee who is called for jury duty shall be compensated for the difference between the clerical employee’s regular salary and the pay received for such application for the period he/she is away from his/her employment assignment. If the clerical employee is dismissed from jury duty with two or more hours remaining in the work day, the clerical employee is expected to return to work.

SECTION 9. Election Judge: A clerical employee who works as an election judge shall be compensated the difference between the clerical employee’s regular salary and the pay received for such application for the period he/she is away from his/her employment. The clerical employee must give the employer at least 20 days’ written notice of being absent to serve as an election judge as per statute.

ARTICLE XI - GROUP INSURANCE

SECTION 1. Insurance Application: A clerical employee on unpaid leave is eligible to continue to participate in group insurance programs. The clerical employee shall pay the entire premium for such insurance commencing with the beginning of the leave, and shall pay to the school district the monthly premium in advance. FMLA provisions may apply.

SECTION 2. Credit: A clerical employee who returns from a paid leave shall retain experience credit for pay purposes and other benefits which had accrued at the time leave commenced. No credit shall accrue for the period of time that a clerical employee was on unpaid leave.

SECTION 3. Insurance Eligibility: To be eligible for health, dental, and life insurance, a clerical employee must work at least 1040 hours per contracted fiscal year (July 1-June 30). To be eligible for long-term disability insurance, a clerical employee must work 716 hours per fiscal year.

SECTION 4. Health and Hospitalization Insurance
Those who work at least 2080 hours per fiscal year will receive up to $5.53 per hour allowance for family health and $2.76 per hour allowance for single health in 2019-2020 and 2020-2021. Pro-ration will apply for clerical employees working less than 2,080 hours per fiscal year.

A clerical employee may have the option of being covered under the school district’s health and hospitalization plan. Insurance will go into effect within one month of the date of employment.
SECTION 5. Establishment Of VEBA with Health Reimbursement Arrangement For Active and Retired Clerical employees:

Subd. 1. Establishment of VEBA: Effective July 1, 2005, the School District made available a VEBA Plan and Trust to all qualified clerical employees and eligible retirees who exercise their option to enroll in the health insurance program offered through the District. The School District, clerical employees and eligible retirees assent to and ratify the appointment of the trustee and plan administrator for the VEBA Plan and Trust. It is intended that this arrangement constitutes a voluntary clerical employees’ beneficiary association under Section 501(c)(9) of the Internal Revenue Code.

The School District will specify in the Adoption Agreement for the VEBA Plan document, before the first day of the health flexible spending account (FSA) plan year, that eligible health expenses will be paid from the FSA first, until an individual’s FSA account is exhausted, and from the VEBA Plan second. The School District agrees to take such steps as are necessary to achieve reimbursement of eligible health expenses from the FSA first, including amending the FSA or VEBA Plan so that their plan years begin and end on the same date.

VEBA Plan contributions ceased as of June 30, 2016. Language will remain in this agreement until all VEBA accounts have been depleted.

Subd 2. Payment of Administrative Fee: Administrative fees allocable to individual accounts of active clerical employees participating in the VEBA Plan shall be paid by the School District. Administrative fees allocable to individual accounts of active clerical employees who have accrued a balance in the VEBA Plan but change coverage, so that they are no longer entitled to School District contributions, shall be paid by the School District. Administrative fees allocable to the individual accounts of former clerical employees shall be paid by the former clerical employees. If the VEBA Plan is terminated or if School District contributions cease by agreement between the parties, administrative fees shall be paid by the School District if the clerical employee remains active. Once the employment relationship is discontinued, the former clerical employee will be responsible for the administrative fee.

SECTION 6. Health Insurance Policies

Subd 1. The School District shall make available two Public Employee Insurance Program (PEIP) non-high deductible health plans to all qualified clerical employees and eligible retirees who elect to participate in said plan. These two plans are called PEIP High and PEIP Value.
All district contribution will be applied to the clerical employee’s premium. The combined district contribution is pursuant to Section 4.

Subd 2. The School District shall make available a high deductible health plan to all qualified clerical employees and eligible retirees who elect to participate in said plan. This is an HSA (Health Savings Account). The clerical employee can contribute to their HSA up to the IRS maximum amounts allowed. The entire employer contribution, pursuant to Section 4, will be applied to the clerical employee’s insurance premium.

Subd. 3. Selection of School District’s Group Health and Hospitalization Plan: In the event this Agreement causes or will cause penalties, fees, or fines to be assessed against the School District, the parties agree to reopen negotiations that result in a revised Agreement between the parties that eliminates or reduces penalties, fees, or fines to be assessed against the School District.

SECTION 6. Dental Reimbursement Plan
The school district will pay up to $720.00 during the 2019-2020 and 2020-2021 contract years. Pro-ration will apply for clerical employees working less than 2080 hours per fiscal year.

SECTION 7. Life Insurance
This coverage is to include the clerical employees who work 20 hours or more per week. The school district will provide a $50,000 term life insurance policy, pursuant to age limitations stated in said policy. Pro-ration will apply for clerical employees working less than 2080 hours per fiscal year. Clerical employees will have the option to purchase additional life insurance at clerical employee’s expense.

SECTION 8. Long-Term Disability Insurance
The school district shall contribute up to $160.00 per contract year for the cost of an approved long-term disability plan for each eligible clerical employee.

SECTION 9. 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 a denial of insurance benefits by an insurance carrier.

SECTION 10. Duration Of Insurance Contributions: A clerical employee is eligible for school district contributions as provided in this Article as long as the clerical employee is employed by the school district. Upon termination of employment, all district contributions shall cease.
SECTION 11. Retirees Benefits:

Subd. 1. Retiree Benefit Eligibility: A clerical employee must have at least 15 years in the District and age 55 to be eligible.

If clerical employee does not qualify for Rule of 90:

1. The school district will contribute $1,000 toward the health and hospitalization premium each year, to the age of 60, for any clerical employee who retires after the age of 55 and before the age of 60.

2. Upon reaching the age of 60, the school district will provide an amount equal to the amount stated in Article XI toward the health and hospitalization premium. These payments shall continue until the first of the month following the clerical employee’s 65th birthday.

If clerical employee does qualify for Rule of 90:

The school district will provide an amount equal to the amount stated in Article XI, toward the health and hospitalization premium for a clerical employee who is eligible for the Rule of 90. These payments shall continue until the first of the month following the clerical employee’s 65th birthday.

Subd. 2. Medicare: All retired clerical employees who reach the age of 65 must enroll in Medicare Part B in order to continue the health insurance plan at their own expense.

Subd. 3. Sick Leave Buy Back: A clerical employee who plans on retiring will receive sick leave buy back pay based upon $10.00 per day for each day of unused sick leave if the clerical employee notifies their supervisor of their intent to retire in writing by March 1 (if retiring at the end of a school year), or at least 90 calendar days in advance when planning to retire mid-year. Payment will be made into a tax sheltered annuity plan. The tax sheltered annuity must be set up on or before the individual’s retirement date. The deposit will be made with the June 30 payroll process, or final payroll process if the retirement is mid-year.

Upon approval from the Superintendent, the 90 calendar-day advance notice may be waived due to mitigating circumstances. The final determination will not be precedent setting, or subject to the grievance process.

ARTICLE XII – SENIORITY

SECTION 1. Definition: Seniority shall be defined as the length of continuous employment with the School Board in a job classification covered by this agreement.

SECTION 2. Seniority Date: Clerical employees shall acquire seniority upon completion of the probationary period as defined in this Agreement, and, upon acquiring seniority, the
seniority date shall relate back to the first date of service. If more than one clerical employee commences work on the same date, seniority ranking for such clerical employees shall be determined by the following criteria in the following order:

1. Commencement date
2. Date of School Board approval
3. Date and time contract was signed
4. Date clerical employee applied for the position
5. Flip of a coin.

SECTION 3: Loss of Seniority: Clerical employees shall lose their seniority standing in the event of retirement, resignation, failure to return from lay-off, discharge, or a lay-off for more than eighteen (18) months from the date of layoff. Seniority will be lost if the clerical employee leaves the bargaining unit but continues to work for the district.

SECTION 4: Layoff: In the event it is necessary to reduce the work force, clerical employees shall be laid off by affected job classification in the inverse order of their seniority, unless a more senior clerical employee voluntarily agrees in writing to take the layoff. A laid off clerical employee shall have the right to displace (bump) the least senior clerical employee in an equal or lower job classification for which he/she is qualified. Clerical employees who invoke the replacement rights provided herein which results in a job classification assigned to a new pay class shall be compensated in accordance with the new pay class.

SECTION 5: Recall: Clerical employees on lay-off status shall have the right to be recalled from lay-off to positions in their former classification in the inverse order of lay-off. Clerical employees will be recalled to other classifications if the school district makes a determination that the clerical employee has the applicable qualifications, job skills, and acceptable past job performance. The employer agrees in exercising this right and it will be done fairly and equitably. The right to recall shall expire after eighteen (18) months. Clerical employees on a lay-off status shall have the personal responsibility to keep the School District informed of their address for the purpose of a recall notice. Notice of recall shall be by direct contact or certified mail, return receipt requested, and in writing from the district office. The notice shall include the date of return to employment and the job classification of the vacancy. Clerical employees who do not report for employment within ten (10) calendar days as notified or who are on lay-off status for more than eighteen (18) months shall be terminated.

SECTION 6: Seniority List: The School District shall prepare a seniority list each November, a copy of which will be forwarded to the Union. Clerical employees shall have thirty (30) calendar days to begin an appeal on their seniority status through the grievance procedure. If no appeals are filed, the list shall be deemed correct as posted.
SECTION 7: Job Opening:

Subd. 1. Posting: The School District will, within five (5) working days of the creation of a new full-time or part-time clerical position or filling of a vacancy covered under this contract, post notices of such new classification or vacancies. The job posting will be for a period of five (5) working days.

Subd. 2. Filling Openings: The employer shall not fill a position from outside the district until present qualified clerical employees are given the opportunity in order of seniority to be considered for the position. The school district will consider job skills and work performance when filling vacant positions. The employer will make the final decision and will consider applicable qualifications, job skills, and acceptable past job performance in filling the vacancy. It is agreed the district will be fair and equitable in administering this agreement. Any internal applicant who is not awarded a position will upon request be provided a written explanation.

ARTICLE XIII – GRIEVANCE

SECTION 1. Review of Grievance: A clerical employee who feels that she or he has a grievance shall be invited to discuss the matter with her or his supervisor. Clerical employees should follow the chain of command before the issue is brought to the school board. The Board of Education recognizes the importance of open and frank discussion on any matter that is of concern to a clerical employee. All grievances not settled to the satisfaction of the clerical employee may be taken to the Board of Education and shall be in writing and shall be made through the representative of Local Union No. 70 of I.U.O.E. In the event that the clerical employee and the Board of Education are unable to resolve any grievances, the union or the Board of Education may petition the Director of the Bureau of Mediation/State of Minnesota for the sole purpose of effecting a settlement of the dispute.

SECTION 2. Arbitration: Any grievance not resolved by the Bureau of Mediation Services within thirty (30) calendar days may be submitted to binding arbitration by either the Union or the School District. The party requesting arbitration shall notify the Bureau of Mediation Services with a copy to the other party. The request shall be for a list of five (5) area arbitrators.

SECTION 3. Selection of Arbitrator: The party requesting the list shall strike the first name. The parties shall alternately strike names until only one name remains. That person shall be the arbitrator. The decision of the arbitrator shall be final and binding on both parties. The cost of the arbitrator will be shared equally.
ARTICLE XIV - PROBATIONARY PERIOD

SECTION 1. Probationary Period: A clerical employee under the provisions of this Agreement shall serve a probationary period of ninety (90) working days of continuous service in the school district during which time the school district shall have the unqualified right to suspend without pay, discharge or otherwise discipline such clerical employee: and during this probationary period, insofar as suspension, discharge or other discipline is concerned. The probationary period may be extended by mutual agreement of the school district, the union and the probationary clerical employee.

SECTION 2. Completion of Probationary Period: A clerical employee who has completed the probationary period may be disciplined only for cause. A clerical employee who has completed the probationary period and is disciplined shall have access to the grievance procedure.

SECTION 3. Seniority Date: Clerical employees shall acquire seniority upon completion of the probationary period as defined in this Agreement, and, upon acquiring seniority, the seniority date shall relate back to the date of hire in a classification covered by this agreement. If more than one clerical employee commences work on the same date, seniority ranking for such clerical employees shall be determined as described in Article XII, Section 2.

SECTION 4. Job Performance Evaluation: All clerical employees will be evaluated with respect to job performance at least once per year. The building principal will be the responsible party to provide the orderly evaluation.

ARTICLE XV - GENERAL

SECTION 1. Physical Examination:

Subd. 1. All clerical employees: A complete annual physical examination may be required of all clerical employees on/or before July 1 of each year for the purpose of verifying that a clerical employee is physically able to perform the duties of the job assignment. If clerical employees are unable to perform the job expectations, an alternate plan will be developed with mutual consent of the clerical employee.

Subd. 2. Payment of Examination: Clerical employees shall submit bills for physical examinations through their insurance carrier, but the district shall reimburse clerical employees for any and all costs not covered by insurance.

SECTION 2. Activity Passes: Clerical employees will be provided with an activity pass. Clerical employees will have an opportunity to earn a District activities pass for their spouse each fiscal year by performing two (2) unpaid work assignments for the District. A family pass will be earned by performing four (4) unpaid work assignments for the District.
ARTICLE XVI - CLERICAL EMPLOYEE AND UNION RIGHTS

SECTION 1: Union Steward: The Union, upon written notification to the Employer, may designate up to two clerical employees within the bargaining unit to serve as steward. Each steward shall be allowed reasonable time, with pay, to investigate and resolve grievances or arbitrations, participate in contract negotiations, attend Union training, post Union notices and announcements, and transmit communications authorized by the Union to the Employer. Each Steward position will be allowed compensation for up to 24 workday hours per year.  
SECTION 2: Negotiations: Two members of the bargaining unit shall be allowed to participate in contract negotiations.  
SECTION 3: Union Rights: The Union shall be allowed to hold meetings of its membership, without cost, on Waseca School premises at a place approved in advance.

ARTICLE XVII – DURATION

The agreement shall remain in full force and effect for a period commencing on July 1, 2019 through June 30, 2021 and thereafter, until modifications are made, pursuant to the P.E.L.R.A. of 1971. Unless mutually agreed, the parties shall not commence negotiations more than 60 days prior to the expiration of this Agreement.  

IN WITNESS WHEREOF, the parties have executed this Agreement as follows:  
FOR - I.U.O.E. Local 70, 2722 County Road D East, White Bear Lake, MN 55110  
FOR - Waseca Public Schools (I.S.D. #829), 501 East Elm Avenue, Waseca, MN 56093

[Signatures]

Date: November 14, 2019

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