

**INDEPENDENT SCHOOL DIST 720
SHAKOPEE, MINNESOTA**

**PERSONNEL POLICIES
FOR
SECRETARIAL/CLERICAL
PERSONNEL**

July 1, 2018 through June 30, 2020

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**INDEPENDENT SCHOOL DISTRICT NO. 720
SHAKOPEE, MINNESOTA**

**PERSONNEL POLICIES FOR SECRETARIES AND CLERICAL STAFF
July 1, 2018 – June 30, 2020**

**ARTICLE I
PURPOSE**

Section 1. Parties: This Agreement entered into between the School Board of Independent School District No. 720, Shakopee, Minnesota, hereinafter referred to as the District, and the Shakopee Secretarial/Clerical Association, hereinafter referred to as the Exclusive Representative, pursuant to and in compliance with the Public Employee's Labor Relations Act of 1971, as amended, hereinafter referred to as P.E.L.R.A., to provide the terms and conditions of employment for employees as defined in Article III during the duration of this Agreement.

**ARTICLE II
RECOGNITION OF EXCLUSIVE REPRESENTATIVE**

Section 1. Recognition: In accordance with the P.E.L.R.A., the School Board recognizes the Shakopee Secretarial/Clerical Association as the Exclusive Representative for Secretarial/Clerical employees of the School Board of Independent School District No. 720, which Exclusive Representative shall have those rights and duties as prescribed by the P.E.L.R.A. and as described in the provisions of this Agreement.

Section 2. Appropriate Unit: The Exclusive Representative shall represent all such employees of the District contained in the appropriate unit, as defined in **Table Grade Description** of the Agreement and P.E.L.R.A. and the Bureau of Mediation Services certification.

**ARTICLE III
DEFINITION**

Section 1. Terms and Conditions of Employment: Shall mean the hours of employment, compensation therefore (including fringe benefits), the employer's personnel policies and a procedure for settling grievances.

Section 2. Description of Appropriate Unit: For purposes of this Agreement, the term secretary/clerical shall mean all persons who are employed by Independent School District No. 720, Shakopee, Minnesota, in one or more of the positions listed in Table Grade Description, and who are public employees within the meaning of Minnesota Statute 179A.03, Subdivision 14. Part-time employees whose service does not exceed the lesser of fourteen (14) hours per week or 35% of the normal workweek in the appropriate unit are excluded. For the purposes of this section, the normal workweek is defined as thirty two and one half hours (32.5). Supervisory employees, essential employees, confidential employees, employees who hold positions that are temporary or seasonal in character for a period not in excess of sixty-seven (67) work days in any calendar year, and emergency employees are also excluded.

In the event that the District and the Exclusive Representative are unable to agree as to the inclusion or exclusion of a new or revised position, the issue shall be submitted to the Bureau of Mediation Services for determination.

Section 3. District: For the purposes of administering this Agreement, the terms "District", "Board" and "School District" shall mean the School Board or its designated representatives.

Section 4. Secretarial/Clerical Association: For the purposes of administering this Agreement, the terms "Association", "Secretarial/Clerical" and "Exclusive Representative" shall mean the Shakopee Secretarial/Clerical Association or its designated representatives.

Section 5. Standard Work Day: An employee’s standard work day shall be the number of hours specified in his/her Notice of Tentative Assignment, or in the most recent notice of change in assignment as approved by the School Board or designee.

**ARTICLE IV
DESCRIPTION**

Section 1. For purposes of this Policy, the term Secretarial/Clerical Staff shall mean all persons employed by the school district in secretarial or clerical positions including the following classifications:

Grade A-2 Clerical Assistant	Grade D-5 Office Assistant III
Clerical Assistant	Accounts Payable/Payroll Assistant
Vision/Hearing Screener	Activities Secretary
Grade B-3 Office Assistant I	Central Duplicating Lead Secretary
Attendance Secretary	Central Family Lead Secretary
Building Secretary-Assistant	Community Ed Secretary II
Central Duplicating Clerk-Assistant	Registrar
Grade C-4 Office Assistant II	Special Services Secretary Assistant
Federal Programs Secretary	Welcome Center Secretary
TPB Billing Secretary	
Community Education Secretary	
Food Service Secretary	
	Grade E-7 Positions
	Accounts Payable
	Principal Administrative Assistant
	Executive Administrative Assistant

and excluding the following: confidential employees, supervisory employees, essential employees, Executive Assistant to the Superintendent, technology technicians, custodial employees, food service employees, parking lot attendants, program support assistants, bilingual program support assistants, technology assistants, technology support specialists, security attendant, and part-time employees whose services do not exceed the lesser of 14 hours per week or 35 percent of the normal work week, employees who hold positions of a temporary or seasonal character for a period not in excess of 67 working days in any calendar year.

**ARTICLE V
WORK ASSIGNMENTS**

Section 1. Work Assignments: Work assignments will be made by the Principal in charge of the building, and/or the Manager of Human Resources.

Section 2. Posting of Vacancies: All permanent vacancies will be posted for a period of five (5) days. A permanent vacancy is defined as one anticipated to last more than four months.

Section 3. Application for Vacancies: Employees covered by this policy must submit an application in writing prior to the closing date of the posting. The final decision will be based on the overall qualification of all applicants and rests with the Director of Human Resources.

Section 4. Administrative Transfer: The district reserves the right to make an administrative transfer involving two permanent employees without posting the position. Transfers of this nature will be discussed with the association prior to final disposition.

Section 5. Support Staff Realignment: The district reserves the right to realign staff assignments at any time in order to meet the changing needs of the educational program.

Section 6. Pay Equity Realignment: The district reserves the right to realign positions for the purposes of Pay Equity Compliance. Realigned positions will not be posted.

ARTICLE VI 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 manage efficiently 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. Effective Laws, Rules and Regulations: The Exclusive Representative recognizes that all employees covered by this Agreement shall perform the services and duties 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, 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 orders are not inconsistent with the terms of this agreement and recognizes that the School Board, all employees covered by this Agreement, and all provisions of this Agreement are subject to the laws of the state.

Section 4. Reservation of Managerial Rights: The foregoing enumeration of Board 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 managerial functions not expressly delegated in this Agreement are reserved to the School Board.

ARTICLE V EMPLOYEE RIGHTS

Section 1. Right to Views: Nothing contained in this Agreement shall be construed to limit, impair or affect the right of any employee or his/her 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 to and does not interfere with the full, faithful and proper performance of the duties of employment or circumvent the rights of the Exclusive Representative.

Section 5. Personnel Files: All personnel files shall be available during regular school business hours to each individual employee upon twenty-four (24) hours written notice. Personnel files are defined as the file maintained in the Human Resources Department, the payroll history file, the health and life insurance files and other data that is deemed to be public data or private data on individuals as defined in the Government Data Practices Act. The employee shall have the right to reproduce any of the contents of the files and to submit for inclusion in the file written information in response to any material contained therein. The School District may destroy such files as provided by law.

Section 6. New Hires: Upon initial employment by the District, each employee will be provided the general job description for his/her job classification and a copy of the current Master Agreement. New hires shall receive a notice of assignment within ten business days from the district.

ARTICLE VII DUTY YEAR

Section 1. Work Year:

Range I

Subd. 1. The work year for Range I employees shall be from **532 hours to 1560 hours per year**. Range I employees are eligible to receive sick, holiday and personal leave on a prorated basis.

Range II

Subd. 2. The work year for Range II employees shall be in the range of **1561 to 1820 hours per year**. Generally, these employees work ten (10) months, forty-four (44) weeks per year, eight (8) hours per day arranged at District discretion. Range II employees are eligible to receive sick, holiday and personal leave on a prorated basis.

Range III

Subd. 3. The work year for Range III employees shall be in a range of **1821 hours to 2080 hours**. Generally, these employees work twelve (12) months, fifty-two (52) weeks per year, eight (8) hours per day arranged at District discretion. Range III employees are eligible to receive, sick, holiday, vacation, and personal leave on a prorated basis.

ARTICLE VIII HOURS OF SERVICE

Section 1. Basic Day: The number of hours authorized for each position shall be established by the School Board on the basis of the requirements of the job and financial resources of the District. A one-half hour, unpaid, duty free lunch break and two fifteen (15) minute breaks will be provided for Secretarial/Clerical staff who works at least eight (8) hours per day in a regularly scheduled position.

Section 2. Working Hours: The individual daily hours will be scheduled by the principals and/or supervising director, subject to the approval of the district.

Section 3. Additional Responsibilities: Secretaries to Principals will be expected to assist at special school events such as open-house, evening programs, commencement, etc., as needed. Other Secretarial/Clerical staff may be expected to assist at special events. If so, they will be paid according to their pay scale.

Section 4. Overtime: Overtime will be paid at the rate of time and one-half of the employee's regular rate for time above 40 hours per week. Overtime must have the prior approval of the appropriate administrator.

Section 5. Substitute Rate: An employee substituting for another Secretarial/Clerical staff in a higher pay grade for three (3) or more consecutive days shall be compensated an additional hourly rate, commencing on the first (1st) day, as follows:

<u>Grade of the position</u>	<u>Hourly Substitute Rate</u>
1, 2, and 3	\$0.30/hour
4 and 5	\$0.40/hour
6 and 7	\$0.50/hour

Subd 1. To qualify to receive the additional pay, the employee must assume the essential duties and responsibilities and at least 75% of the duties of the higher position. Compensation will be for hours worked at the higher grade activities.

Subd. 2. If the employee is reassigned to substitute in another position for a period of more than 15 consecutive days, the employee shall be compensated within the pay grade of the position for which they are subbing, not to exceed \$1.00 more per hour than the current pay rate.

Section 11. School/Building Closure: When school buildings are closed due to inclement weather, employees have the following options available:

- Take a pay deduction for the day missed.
- Take a personal day if one is available.
- Make up the day of work through arrangement with their direct supervisor. In some cases, this will be possible only if the employee is willing to perform duties not included in their job description
 - Employees may come into work on an inclement weather day if they receive approval from their direct supervisor AND there is work available.

Take an Emergency Leave Day.(Range I and II) Up to 16 hours may be used.

ARTICLE V HOLIDAYS

Section 1. For employees who work a regular schedule, payment for the holidays shall be prorated based on the employee's hourly rate, the average number of regular hours worked per day, and the range the employee falls within (range I, II, or III.)

Section 2. For employees, who work a flexible schedule where days/hours vary, payment for the holidays shall be prorated based on the employee's hourly rate, the average number of regular hours worked per day, and the range the employee falls within (range I, II, or III.).

Section 3. A new employee in the first year of employment will be credited with vacation on a pro-rated basis for the average number of days/hours worked in the year.

Section 4. Range III employees shall be eligible for eleven (11) paid, as follows:

- | | |
|--------------|----------------------|
| 1. Labor Day | 6. New Years Eve Day |
|--------------|----------------------|

- | | |
|------------------------------|-------------------|
| 2. Thanksgiving | 7. New Years Day |
| 3. Friday after Thanksgiving | 8. Memorial Day |
| 4. December 24 th | 9. Fourth of July |
| 5. December 25 th | |
- 10 & 11. Plus two (2) floating holidays.

Section 5. Range II employees shall be eligible for nine (9) paid holidays, as follows:

- | | |
|-----------------------------------|----------------------|
| 1. Labor Day | 5. December 25 |
| 2. Thanksgiving | 6. New Years Eve Day |
| 3. Friday after Thanksgiving | 7. New Years Day |
| 4. December 24 th | 8. Memorial Day |
| 9. Plus one (1) floating holiday. | |

Section 6. Range I employees shall be eligible for seven (7) paid holidays, as follows:

- | | |
|------------------------------|------------------|
| 1. Labor Day | 5. December 25 |
| 2. Thanksgiving | 6. New Years Day |
| 3. Friday after Thanksgiving | 7. Memorial Day |
| 4. December 24 th | |

ARTICLE VI VACATIONS

Section 1. All vacations shall be taken during a time which is agreeable to the building principal and/or supervising director.

Section 2. July 1 will be the anniversary date by which an employee's days of vacation shall be computed.

Section 3. The ninety (90) day probation period shall not count toward vacation days if employment is terminated at the end of the probationary period.

Section 4. Employees will be allowed to carry over ten (10) vacation days above their annual accrual rate into the following school year to be used by December 31st by written request to Human Resources. The total vacation period taken in any one year shall not exceed thirty-five (35) days.

Section 5. Each month, or major fraction of a month, of employment between the date of employment and July 1 shall entitle the employee to annual vacation days according to the following schedule:

<u>Years of Service</u>	<u>Range III Rate</u>
0-2 Years:	0.84 days per month a maximum of 10 days.
2.1 to 3 Years	0.92 days per month to a maximum of 11 days
3.1 to 4 Years	1.0 days per month to a maximum of 12 days
4.1 to 5 Years	1.08 days per month to a maximum of 13 days
5.1 to 6 Years	1.17 days per month to a maximum of 14 days
6.1 to 10 Years	1.25 days per month to a maximum of 15 days
10.1 to 14 Years	1.42 days per month to a maximum of 17 days
14.1 Years and over	1.67 days per month to a maximum of 20 days

Section 6. Range I and Range II employees are not eligible for vacation.

Section 7. Employees leaving the district for any reason shall receive pay for his/her

earned vacation.

ARTICLE VII SICK/MEDICAL LEAVE

Section 1. Sick Leave

Subd. 1. For employees who work a regular schedule, payment of sick leave shall be prorated based on the average number of regular hours worked per day. For example, earning one four (4) hour day of sick leave shall entitle the employee to use one four (4) hour day of sick leave. For employees who work a flexible schedule where days/hours vary, the employee may work another day to make up the time missed, or use accrued sick time at a prorated amount based on the average number of hours worked/week. Sick leave may be taken in two (2) hour increments.

Subd. 2. Range I employees covered under this policy, will earn 1.11 days of sick leave for each month worked, up to ten (10) days per year.

Subd. 3. Range II employees covered under this policy, will earn 1.18 days of sick leave for each month worked, up to thirteen (13) days per year.

Subd. 4. Range III employees covered under this policy, will earn one and one fourth (1.25) sick leave day for each month worked, up to fifteen (15) days per year. Sick leave days shall be used on the same hourly basis as earned.

Subd. 5. Unused sick leave may accumulate to a maximum of one hundred thirty (130) days.

Subd. 6. For any absence or illness of over two (2) days, a doctor's excuse may be required.

Subd. 7. Unused sick leave: One day of paid time off for unused sick leave will be given for each five (5) days of unused sick leave over 130 days. There is no proration. Paid time off earned under this provision is not collectable until the following year.

Section 2. Family/Medical Leave: The District will administer the Federal FMLA (Family and Medical Leave Act) (Public Law 103-03, 1993) and all applicable State laws.

Subd. 1. An employee who is requesting to take a leave for medical reason has the following duties:

- a. Inform the Director of Human Resources in writing of the intention to take the leave as soon as possible.
- b. The application shall include the beginning date and return date for the Medical leave.
- c. When an employee is returning from an approved leave for medical reasons, he/she must provide a minimum of two weeks' notice of intent to return to work, and may be required to present evidence by a competent physician of the employee's capability of performing the job duties. At the time of return, if the employee's previous position is no longer available, the employee may be re-employed to the first vacancy for which

he/she is qualified, at or below current classification. If employee returns to position below current classification, that employee will be permitted to use previous status when being considered for future openings.

Subd 2. Supplemental Major Medical Leave: Any employee who has completed ten (10) years of employment with the school district shall be granted, as a supplement to the above sick leave, thirty (30) days of major medical leave for hospital confinement to be used after all accumulated sick leave days have been used by the employee.

Subd. 3. Family Sick Leave: Each employee will be allowed no less than 160 hours per year (this is non-accumulative) for serious health conditions or injury to adult children, mother, father, spouse, sibling, grand parent, step parent and in-laws of the same degree. The employee will be allowed five(5) days per year, non-accumulative, for sickness or injury of aunt, uncle, grandchild, brother in law, sister in law and inlaws of the same degree. The leave for these days will be granted upon a written request of the employee. Days used for family illness will be deducted from sick leave. In the event an employee's mother and father become ill in the same year, the employee shall be allowed an additional five (5) days under this paragraph.

ARTICLE VIII MISCELLANEOUS LEAVES OF ABSENCE

Section 1. Parenting Leave: Parenting leave shall be granted by the school district, subject to the provisions of this article and applicable state and federal laws, and is unpaid. Unpaid Parenting Leave shall be granted because of the need to prepare and provide parental care for a child or children of the employee for an extended period of time.

Subd 1. An employee making application for parenting leave shall inform the Human Resources Department in writing of intention to take the leave at least three calendar months, or 30 calendar days in the event of adoption, before commencement of the intended leave. If the birth or placement of a child requires the parenting leave to begin in less than 30 calendar days, the Clerical employee employee shall provide such notice as feasible.

Subd. 2. The application shall include the beginning date and return date for the parenting leave.

Subd 3. If the reason for the parenting leave is occasioned by pregnancy, an employee may elect to utilize sick leave during the period of the employee's disability pursuant to the sick leave provisions of this agreement. The employee shall also provide at the time of the leave application, a statement from the health care provider indicating the expected date of delivery.

Subd. 4. The following rules apply to the duration, nature and timing of the requested parenting leave.

a. In approving a parenting leave of absence, the School District shall not be required to grant any leave for more than a total of twelve (12) work weeks of leave during any 12 month period and may grant this leave up to twelve (12) months. The entitlement to leave for parenting purposes shall expire at the end of the twelve (12) month period beginning on the date of such birth or placement. Where a

husband and wife are employed by the same school district, the aggregate total of childbirth leave shall not exceed 12 months.

b. Failure of the Clerical employee to return pursuant to the date determined as the end of the leave shall constitute grounds for discharge.

c. An employee returning from parenting leave shall be re-employed in a position for which the employee was qualified prior to the leave, provided the employee returns on the date approved by the superintendent or his/her designee.

d. Leave under this section shall be without pay or fringe benefits except as required by state or federal law. An employee on parenting leave is eligible to participate in group insurance programs if permitted under the insurance policy provisions, but shall pay the entire premium for such programs as she/he wishes to retain, commencing with the beginning of the parenting leave. The right to continue participation in such group insurance programs, however, will terminate if the employee does not return to the district pursuant to this section.

e. The parties agree that periods of time for which the employee is on parenting leave shall not be counted in determining the completion of probationary period.

Section 2. Unpaid Leave of Absence. An employee who has been employed by the School District for 3 full years may request an Unpaid Leave of Absence.

Subd 1. An Unpaid leave of absence, when granted, shall be for a period of time up to one year as mutually agreed upon between the Superintendent and employee and approved by the School Board.

Subd. 2. Reasons for which this leave may be granted include, but are not limited to: extended child care, temporary illness or disability, or to pursue additional education or professional development.

Subd. 3. Employees returning from an unpaid leave of six months or less shall return to the position they held prior to the leave. Employees returning from leaves of 6 - 12 months may return to a vacant position, at their previous grade level or less, within the unit if one exists. If no vacancy exists, the employee will be placed on a recall list for up to 12 months. An employee on the recall list will retain seniority rights to recall to a position at a grade level equal to or less than the previous position.

Subd 4. An employee returning from an Unpaid Leave of Absence shall deliver in person or by certified mail, written notice to the Superintendent of the employee's intention to return at least 90 days prior to expiration of the leave. Failure to give such notice shall be considered a resignation on the part of the employee.

Section 3. Personal Leave:

Subd.1. Employees who are eligible for fringe benefits will be granted two (2) days (non-accumulative) of personal leave per year.

Subd. 2. All personal leaves must be requested at least one week in advance of the date of absence.

Subd. 3. An employee need not state the reason for the request for personal leave.

Subd. 4. Employees may not use personal leave during the final ten (10) student contact days of the school year. Under special circumstances, personal leave may be taken during the final ten (10) days at the discretion of the Director of Human Resources, whose decision shall not be subject to the grievance procedure.

Subd. 5. Personal Leave can be used for emergency school closings.

Subd. 6. The Director of Human Resources may approve emergency use of personal leave with less than one-week notice. No more than two employees per building per day may receive regular (non-emergency) personal leave. However, additional employees per building may receive non-emergency personal leave at the Director's discretion, subject to the district's operational needs. In considering additional requests for personal leave for a day when at least one employee is already approved for personal leave, the Director may request and consider an employee's reasons for requesting a personal day. The Director's decision shall be final and not subject to grievance.

Subd. 7. In the event of a district emergency, the limitation on the number of support staff who may take personal leave at any one time may be subject to change.

Subd. 8. Up to three unused personal leave days may be carried over into the following school year for a maximum of five days in any one year.

Section 4. Bereavement Leave: Each employee will be allowed five (5) days for death of a mother, father, spouse, child, step-child, sister or brother, in-laws of the same degree, grandchild, or any member of the employee's immediate household who has resided there for more than one year. Two days for the death of an uncle, aunt, grandparent, niece, nephew, and in-laws of the same degree will be allowed. Bereavement leave shall be taken at the time of the event. The employee may request to take a portion of the leave at a later date for reasons related to the death (i.e. burial, estate settlement.)

Section 5. Emergency Leave:

1. An employee may be granted an emergency leave with pay at the discretion of the Superintendent or his/her designee for up to two (2) days per year. These days are non-accumulative and for situations that arise requiring the employee's attention which cannot be attended to when school is not in session and which are not otherwise covered under policies. These days shall be deducted from sick leave.
2. Deaths, funerals, court appearances, estate settlements, and illness of daycare provider are examples of when this leave may be granted.
3. Requests for emergency leave must be made in writing to the Superintendent or his/her designee at least (3) days in advance of the absence whenever reasonably possible. The request must state the reason for the proposed leave.
4. An emergency leave day normally shall not be granted for the day preceding or the day following a break in the calendar, nor the first five (5) or the last five (5) days of the school year.

Additional leave may be granted in extreme emergencies at the discretion of the Superintendent or his designee

**ARTICLE IX
TUITION REIMBURSEMENT**

The school district may reimburse each employee up to \$300 tuition expense in any contract year for post-secondary credits. The credits must be submitted in writing for preapproval by the superintendent. Credits must be successfully earned and reported to the district before payment is made.

**ARTICLE X
INSURANCE**

Section 1. Eligible Employees: Only employees regularly employed for a total of at least 1032 hours per year (exclusive of holidays) and who work a consistent schedule will be eligible for insurance benefits.

Section 2. Group Health Insurance: The school district shall make the following contribution for any employee who participates in the voluntary group medical insurance plan in force in the Shakopee school system.

Group Health Insurance Rates

Coverage	Plan	Annual Contribution	<u>2018-19 and 2019-20</u>	
			VEBA Contribution	Total Contribution
Single	1,200/2,400	5,640	1,000	6,640
	2,600/5,200	5,640	1,300	6,940
	5,000/10,000	5,580	1,500	7,080
Employee+1	1,200/2400	8,520	2,000	10,520
	2,600/5,200	8,520	2,300	10,820
	5,000/10,000	8,520	2,600	11,120
Family	1,200/2400	8,760	2,000	10,760
	2,600/5,200	8,760	2,300	11,060
	5,000/10,000	8,760	2,600	11,360

Subd. 1. The rates set forth in Section 2 apply only to employees who meet the minimum eligibility standards as set forth in Article X, Section 1.

Section 3. Married Couples Employed by District: In the event that two school district employees are married and eligible for School District provided health and hospitalization insurance, the School District will contribute the Employee (single) rate once it is established which spouse is choosing either employee + 1 or family coverage. Each member of the couple must be a qualified employee for health benefits.

Section 4. Dental Insurance: Effective July 1, 2018 through June 30, 2020, the school district shall make the following contribution for any employee who participates in the school district's voluntary group dental insurance plan.

	Monthly
Range III	\$80
Range II	\$80
Range I *	\$80

Subd. 1. The rates for dental insurance set forth in Article X, Section 3 apply only to employees who meet the minimum eligibility standards as set forth in Article IX, Section 1.

Section 5. Income Protection Insurance: The school district shall pay up to a maximum of one hundred fifteen (\$115.00) dollars per employee for income protection insurance.

Section 6. Life Insurance: The school district shall pay the premium cost of two (2) times the basic annual earnings up to a maximum of \$80,000 of a term life group insurance policy for each clerical employee for the term of this agreement.

Section 7. Insurance deductions for Range III employees shall occur every pay period. For Range I and II employees, insurance deductions will occur over 18 pay periods. For Range III, insurance deduction will occur over 26 pay periods.

ARTICLE XI DEFERRED COMPENSATION

Section 1. Commencing with the 1998-99 school year, full-time support staff and part-time support staff, on a pro-rata basis, are entitled to a matching School District contribution to the Minnesota Deferred Compensation Plan (Minn. Stat. 352.96 and 356.24(a)(4)) or a Tax Sheltered Annuity (Minn. Stat. 356.24 and Internal Revenue code 403(b)) on the following basis:

- a. 0 - 3 years of actual service to the Shakopee School District.
- b. In excess of three (3) years of actual service to the Shakopee School District 2.5% of salary.
- c. Match will be made effective 1st payroll of the next available open enrollment.

Section 2. In addition to the benefits provided in Article X Section 1, Secretarial/Cerical Staff hired prior to July 1, 1992 shall be entitled to the following severance benefit upon resignation from the School District after completing twenty (20) years of full-time service (excluding time spent on unpaid leave.)

Grade 2	\$4,900
Grade 3	\$5,500
Grade 4	\$7,100
Grade 5	\$7,200
Grade 6	\$7,300
Grade 7	\$7,400

This dollar amount shall be reduced by the amount of the school district's total matching contribution, excluding earnings from such school district contribution, to the secretary's Minnesota Deferred Compensation Plan and/or Tax Sheltered Annuity calculated on the June 30 following retirement. The payment(s) shall be paid by the School District on the next pay date following

retirement, and no benefits under this Article shall be granted any employee who is discharged by the school district. If, after the effective date of retirement, the employee dies before receiving payment, the balance due shall be paid to the employee's named beneficiary, or, lacking same, to the surviving spouse of the employee, if any; otherwise, to the estate of the deceased employee. No benefits under this Article shall be granted to any employee who has been discharged by the school district.

Section 3. An employee retiring and receiving retirement benefits from PERA immediately upon leaving the district and who has completed at least twenty (20) years of full-time service with the school District shall be eligible to continue participation in the district group medical hospitalization, dental, and life plans, if permitted by the terms of the policy with the insurance carrier but shall pay the entire premium for such insurance coverage(s) commencing with the date of retirement. It is the responsibility of such employee to make arrangements with the school district's business office to pay the school district the monthly premium amounts in advance and on such date as determined by the School District. The employee's right to continue participation in these group insurance's, however, will be discontinued upon the employee attaining eligibility for medicare unless addressed differently by MN statute.

Section 4.Unused Sick Leave:

At the end of the plan year, employees who have 118 sick days or more, prorated to their FTE, will be reviewed for Wellness day conversion eligibility. Wellness days are converted at ten (10) sick days per two (2) wellness days, (118 or more = 2 wellness days converted). The sick days will be converted into wellness days and deposited into the HCSP in the employee's name at the employee's rate of pay as of June 30. The conversion will be completed no later than August 15th of each year. In the event of a death, wellness day funds cannot be transferred to the HCSP.

**ARTICLE XII
PROBATION, RESIGNATION, AND DISCHARGE**

Section 1. Upon completion of probation, an employee may be suspended without pay or discharged for cause. An employee who has completed the probationary period and is suspended without pay or discharged shall have access to the grievance procedure.

Discipline, Discharge, and Probationary Period

Section 1. Probationary Period: An employee under the provisions of the Agreement shall serve a probationary period of ninety (90) working days of continuous service during which time the school shall have the unqualified right to discharge such employee. During this probationary period, the employee shall have no recourse to the grievance procedure insofar as discharge is concerned. However, a probationary employee shall have the right to bring a grievance on any other provisions of the contract alleged to have been violated. A new employee shall not be considered a permanent employee until the employee has served this ninety (90) day probationary period. Subsequent to that period, the employee shall attain permanent status and be discharged only for just cause.

Section 2. Probationary Period – Transfers/Promotions: An employee who is voluntarily transferred from one position within a wage classification to another position within wage classification, or; whom is promoted to a higher graded classification shall serve a 45 working day probationary period. If it is determined by the school district that the employee's performance in the new position is unsatisfactory, the school district shall have the right to re-assign the employee to his/her former position. The employee may request to return to his/her position if it is still available. Otherwise, the re-assignment shall occur prior to the start of the subsequent school year.

Section 3. Progressive Discipline: Disciplinary action shall normally include only the following measures and shall normally be administered progressively in the following order: Disciplinary action may be taken against an employee for just cause. Any disciplinary action shall comply with law and regulation, shall be fair and equitable, and shall be consistent with the principle of progressive discipline, except in cases of a serious magnitude, which could seriously threaten or jeopardize the safety of the students, other employees, or the physical assets of the school district.

The school board or designee shall have the right to discipline/discharge an employee for just cause.

Disciplinary actions by the School Board or their designee may include the following four (4) steps.

Subd. 1. Warning

Subd. 2. Written Reprimand

Subd. 3. Suspension

Subd. 4. Discharge

The District reserves the right to move directly to a higher level of discipline based on the seriousness of the offense and other relevant factors.

Section 4. Meetings to Discuss Discipline Measures: If a supervisor meets with an employee to discuss written reprimand, suspension, or discharge, the employee has the right to have an Association representative present. When possible, the district will attempt to discuss with the employee(s) any concern which may lead to a disciplinary action and shall offer constructive suggestions for correction before any disciplinary action is initiated.

Section 5. Discharge Due Process: No employee who has completed the probationary period, shall be discharged without having been afforded an opportunity to hear the reason(s) for the discharge and without an opportunity to offer an explanation of the relevant facts and circumstances surrounding the events which preceded the discharge and/or any extenuating or mitigating circumstances which the employee believes is relevant to the discharge decision. Whenever possible and practical, such opportunities shall be provided in a conference with the District which shall be conducted after advance notice to the employee and his/her Association representative who shall be permitted to attend the conference.

Section 6. Disciplinary Action Records: A written record of all disciplinary actions within the meaning of this article shall be provided to the involved employee(s) and will be entered into the employee's personnel record. Investigations into conduct which do not result in disciplinary action, however, shall not be entered into the employee's personnel record. The disciplined employee shall be entitled to submit a written response to be included in the employee's personnel record.

ARTICLE XIII SENIORITY DATE

Section 1. Employees shall acquire seniority upon completion of the probationary period as defined by this policy and upon acquiring seniority, the seniority date shall relate back to the first date of continuous service in a position governed by the policy. If more than one employee commences work on the same date, seniority ranking for such employees shall be determined by the school district.

ARTICLE XIV REDUCTION IN FORCE

Section 1. The principle of seniority within job classification shall apply in any reduction in force, provided the incumbent employee is fully qualified to perform the duties and responsibilities of the position. An employee on layoff shall retain seniority right to recall, within job classification, in seniority order for a period of accumulated seniority or twelve (12) months whichever is the lesser amount.

ARTICLE XV RETIREMENT

Section 1. All employees are required by law to belong to the Public Employees Retirement Association. Contributions to the PERA fund will be deducted from each employee's check at the rate required by law. Membership in the coordinated plan will necessitate deductions at the PERA current rate and for Social Security at the current rate.

ARTICLE XVI CONTINUING EDUCATION/ENRICHMENT TRACK

Section 1. Each year all Secretarial/Clerical members are required to develop job performance goals with their principal, supervisor, or director. To attain some of the performance goals, members can attend staff development sessions, work related workshops, or post-secondary institutions.

Section 2. A Range I and II Secretarial/Clerical member who completes 40 Continuing Education Credits (CEU) as defined below, shall be eligible for a \$.30/hour pay increase, up to a maximum of \$2.40 increase. Effective July 1, 2016 a Range III Secretarial/Clerical member who completes 20 Continuing Education Credits (CEU) as defined below, shall be eligible for a \$.30/hour pay increase, up to a maximum of \$2.40 increase. This does not include CEUs already submitted for an increase.

Section 3. Employees holding a 2 year degree or 4 year degree will be given 20 CEUs. You must submit documentation to HR for final approval.

Section 4. To qualify for credit towards the Enrichment Track, the CEU's must be attained through out of district seminars and workshops, not paid for by the district, and the employee is not paid for attending.

Subd. 1. These CEU's must be related to the employee's position and be pre-approved by Human Resources.

Subd. 2. Employees who earned pre-approved CEUs prior to November 1, 2016 will retain those CEUs even if they were earned during the scheduled workday. Any pre-approved CEUs obtained on November 1, 2016 and after must be earned outside of the scheduled workday as described in Section 4.

Subd. 3. To be eligible for the pay increase, the employee must not be on probation, not have received an Enrichment Track progression within the last twelve (12) months, and currently meet or exceed district performance expectations.

Subd. 4. Employees may go back to July 1, 2009 with the approval of their supervisor to get credit for past CEU accrual. These need to be turned into HR for final approval.

ARTICLE XVII JURY DUTY

Section 1. When employees of the district are ordered by the courts to report for jury duty or are subpoenaed for court duty, they will be relieved from their regular duties in the district that would conflict with this order. When relieved from jury duty during the day, the employee is to return to the school for the remainder of that day. Absences for jury duty are to be arranged with the supervisor or Director of Human Resources as soon as the court order is received by the employee. Absences for jury duty will not count in calculating absence limitations in other policies of the school district. The salary paid to the employee during absences for jury duty shall be at the regular rate less the fee paid to the employee by the court for this jury duty.

ARTICLE XVIII GRIEVANCE PROCEDURE

Section 1. Grievance Definition: A “grievance” shall mean an allegation by an employee resulting in a dispute or disagreement between the employee and the school district as to the interpretation or application of this policy.

Section 2. Representative: The employee, administrator, or School Board may be represented during any step of the procedure by any person or agent designated by such party to act in the party's behalf.

Section 3. Definitions and Interpretation:

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

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

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

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

Section 4. Time Limitation and Waiver: A grievance shall not be valid for consideration unless the grievance is submitted in writing to the Director of Human Resources, setting forth the facts and the specific provision of the policy allegedly violated and the particular relief sought within twenty (20) days after the date of the first event giving rise to the grievance occurred. Failure to file any grievance within such period shall be deemed a waiver thereof. Failure to appeal a grievance from one level to another within the time periods hereafter provided shall constitute a waiver of the grievance. An effort shall first be made to adjust an alleged grievance informally between the employee and the supervising administrator.

Section 5. Adjustment of Grievance: The school district and the employee shall attempt to adjust all grievances which may arise during the course of employment of any employee within the School District in the following manner:

Subd. 1. Level I: If the grievance is not resolved through informal discussions, the Director of Human Resources shall give a written decision on the grievance to the parties involved within ten (10) days after receipt of the written grievance.

Subd. 2. Level II: In the event the grievance is not resolved in Level I, the decision rendered may be appealed to the Superintendent of schools, provided such appeal is made in writing within five (5) days after receipt of the decision in Level I. If the grievance is properly appealed to the Superintendent, the Superintendent shall set a time to meet regarding the grievance within fifteen (15) days after receipt of the appeal. Within ten (10) days after the meeting, the superintendent shall issue a decision in writing to the parties involved.

Subd. 3. Level III: In the event the grievance is not resolved in Level II, the decision rendered may be appealed to the School Board, provided such appeal is made in writing within five (5) days after receipt of the decision in Level II. If a grievance is properly appealed to the School Board, the School Board shall set a time to hear the grievance within twenty (20) days after receipt of the appeal. Within twenty (20) days after the meeting, the School Board shall issue its decision in writing to the parties involved. The decision of the School Board shall be final. At the option of the School Board, a committee or representative(s) of the Board may be designated by the Board to hear the appeal at this level and report its findings and recommendations to the School Board. The School Board shall then render its decision, which shall be final and binding.

Section 6. Denial of a Grievance: Failure by the School Board to issue a decision within the time periods provided herein shall constitute a denial of the grievance.

ARTICLE XIX RATES OF PAY

Section 1. Pay Periods: Employees shall be paid every other Friday. Any Employee on a flexible schedule will be placed on pay as you go status.

- a. Employees hired prior to February 1, 2013 will have a one-time opportunity to elect annualized pay (over a twelve-month period), or be paid for hours worked during the pay period (over the school year).
- b. Employees hired February 1, 2013 and after will be paid for hours worked during the pay period (over the school year), with no option for annualized pay.
- c. Employees who elect annualized pay will have deductions occur over 26 pay periods. Employees hired February 1, 2013 and after, and employees electing to be paid for hours worked during the pay period, will have deductions occur over 18 pay periods beginning with the 2013-14 school year.

As of July 1, 2020 the above language will sunset and the following language will apply.
All employees will be paid for hours worked during the pay period with no option for annualized pay.

Section 2. Longevity:

- a. At twenty (20) years of service, employees will receive a \$0.25/hr increase. Anniversary date prior to December 31, you will step up the previous July 1 of the same year. If anniversary date is after December 31, you will step up the upcoming July 1.

Section 3. Promotion, Reclassification, Demotion: When an employee experiences a change in classification due to promotion, a job/pay equity re-evaluation, or demotion, the employee shall be placed on the same step in the new classification. For example, if the employee is currently at step four (4) and is promoted or demoted, the employee shall be placed at step four (4.)

Section 4. Mentor Stipend: An employee who is assigned to mentor administrative assistant new hires shall receive the following stipend for the year.

Mentoring administrative assistant	\$500
<u>Must submit a request for payment</u>	

Section 5. Cell Phone Stipend: The following positions will receive a \$130-year stipend that will automatically be paid out in June.

- Principal Admin Assistant
- Lead Secretary- Central
- Activities Secretary
- Executive Admin Assistants
- Special Services Office Assistant III
- TLC Office Assistant III

Section 6. The following rates of pay shall be in effect from July 1, 2018 through June 30, 2020.

	<u>2018-19</u>				
	Position Grade				
	A-2	B-3	C-4	D-5	E-7
5	14.02	15.55	17.80	18.41	19.73
6	14.29	15.90	18.20	18.83	20.13
7	14.60	16.22	18.56	19.23	20.61
8	14.91	16.55	18.97	19.63	21.04
9	15.21	16.91	19.35	20.06	21.49
10	15.55	17.25	19.74	20.44	21.95
11	15.93	17.54	20.18	20.78	22.27
12	16.24	17.86	20.73	21.19	22.61
13	16.61	18.66	21.71	22.16	23.47
14	16.71	19.05	22.27	22.68	23.91
15	16.83	19.44	22.85	23.24	24.35
16	16.96	19.84	23.42	23.79	24.79
17	17.21	20.09	23.67	24.04	25.04
18	17.46	20.34	23.92	24.29	25.29
19	17.71	20.59	24.17	24.54	25.54
20	17.96	20.84	24.42	24.79	25.79

2019-20

Position

Grade

	A-2	B-3	C-4	D-5	E-7
5	14.19	15.75	18.00	18.65	19.99
6	14.51	16.09	18.39	19.05	20.42
7	14.78	16.44	18.79	19.47	20.82
8	15.09	16.76	19.15	19.87	21.30
9	15.40	17.09	19.56	20.27	21.73
10	15.70	17.45	19.94	20.70	22.18
11	16.04	17.79	20.33	21.08	22.64
12	16.42	18.08	20.77	21.42	22.96
13	16.73	18.40	21.32	21.83	23.30
14	17.10	19.20	22.30	22.80	24.16
15	17.20	19.59	22.86	23.32	24.60
16	17.32	19.98	23.44	23.88	25.04
17	17.45	20.38	24.01	24.43	25.48
18	17.70	20.63	24.26	24.68	25.73
19	17.95	20.88	24.51	24.93	25.98
20	18.20	21.13	24.76	25.18	26.23

FOR:

Secretarial/Clerical Association

Association Representative

Date

FOR:

Independent School District No. 720

Chairperson

Clerk

Date

MEMORANDUM OF UNDERSTANDING COMPENSATORY TIME

This memorandum is an addendum to the Personnel Policies for Secretaries and Clerical Staff between Independent School District #720 (Shakopee Public Schools) and the Shakopee Secretarial/Clerical Association of District #720 who represents Secretaries and Clerical staff.

Purpose. This agreement establishes guidelines and procedures for compensatory time and overtime consistent with the Fair Labor Standards Act and the current Personnel Policies for Secretarial/Clerical Personnel.

Discussion. ARTICLE VIII. HOURS OF SERVICE, Section 4 establishes that, "Overtime will be paid at the rate of time and one-half of the employee's regular rate for time above 40 hours per week. Overtime must have the prior approval of the appropriate administrator." This memorandum formalizes the use of compensatory time (comp time). Comp time is defined as time off given for hours worked beyond a 40-hour workweek. Both overtime and comp time require written pre-approval by the employee's supervisor and should be kept to a minimum.

Because of the budgetary constraints facing the District, Shakopee Public Schools is offering compensatory time as an option when additional hours are needed. Anytime an employee is directed to work at the worksite performing work tasks over 40 hours in a workweek they will have the opportunity to earn overtime pay or compensatory time at a rate of 1.5 for 1. If an employee requests to work overtime at the worksite performing work tasks, the employee will indicate whether they plan to earn compensatory time or overtime, and the supervisor will approve or deny the request as soon as possible. Paid vacation and sick leave are not eligible for inclusion in the overtime or comp time calculation.

Current comp time balances should be used by June 30, 2019, and in subsequent years June 30th of the year it was accrued.

Process. Employee informs their supervisor in writing ahead of time (email is sufficient) the need to work any hours above 40 in a workweek. The supervisor will indicate prior to approval whether the extra time will be offered as overtime pay, compensatory time, or either. If the extra hours are required by the supervisor, an employee will have the opportunity to earn overtime pay or compensatory time. The District prefers employees take comp time in lieu of overtime pay when possible because of its current budgetary constraints.

Comp time. Each employee will have a position labeled "comp time" in VeriTime. When employees clock out of their regular position and plan to continue working they will need to clock into VeriTime under the position "comp time" and then clock out when leaving.

When employees plan to use accumulated comp time they will need to enter their absence into AESOP using absence reason comp time. Earned comp time must be taken by June 30th of each school year. If employment is ended the current balance of compensatory time will be paid out to the employee and included in their final paycheck. If at all possible, comp time should be used when school is not in session and/or when a substitute is not needed.

Employees may not use comp time during the final ten (10) student contact days of the school year. Under special circumstances, comp time may be taken during the final ten (10) days at the discretion of the Director of Human Resources, whose decision shall not be subject to the grievance procedure.

In Witness Thereof, the parties agree to the terms and conditions stated herein:

Association

Independent School District No. 720

Shakopee Secretarial/Clerical Association

District #720 Board Representative

Date

Date