

**INDEPENDENT
SCHOOL DISTRICT #200**

Master Agreement



**2024-2025
2025-2026**

**Hastings Educational Secretaries'
Association**

TABLE OF CONTENTS

ARTICLE I - PARTIES	1
ARTICLE II - EMPLOYEE REPRESENTATIVE.....	1
Section 1 - Appropriate Unit	1
Section 2 - Recognition	1
Section 3 - Legal Rights	1
ARTICLE III - DEFINITIONS	1
Section 1 - Terms and Conditions of Employment	1
Section 2 - Clerical Employees	1
Section 3 - Domestic Partner	1
Section 4 - Other Terms	2
ARTICLE IV - SCHOOL BOARD RIGHTS	2
Section 1 - Inherent Managerial Rights	2
Section 2 - Management Responsibilities	2
Section 3 - Effect of Laws, Rules, and Regulations.....	2
Section 4 - Reservation of Managerial Rights	2
ARTICLE V - CLERICAL EMPLOYEE RIGHTS.....	2
Section 1 - Right to View	2
Section 2 - Right to Join	3
ARTICLE VI - RATES OF PAY	3
Section 1 - Positions and Wage Rates	3
Section 2 - Employment Dates	4
Section 3 - Hours: Basic Work Day and Lunch	4
Section 4 - Probationary Period	5
Section 5 - Overtime.....	5
Section 6 - Job Postings.....	5
ARTICLE VII - GROUP INSURANCE	5
Section 1 - Selection of Carrier	5
Section 2 - Coverage Under Multiple Bargaining Units	5
Section 3 - Combined Coverage	5
Section 4 - Spouse Contribution for Medical-Hospitalization Insurance	6
Section 5 - Spouse Contribution for Dental Insurance	6
Section 6 - Eligibility	6
Section 7 - Medical-Hospitalization Coverage.....	6
Section 8 - Long Term Disability	8
Section 9 - Dental Insurance	8

Section 10 - Life Insurance.....	9
Section 11 - Claims Against the District	9
Section 12 - Workers Compensation.....	9
Section 13 - Tax Sheltered Annuities	9
ARTICLE VIII - HOLIDAYS	9
Section 1 – Holidays	9
ARTICLE IX - LEAVE PROVISIONS	11
Section 1 - Discretionary Leave	11
Section 2 - Sick/ESST Leave	12
Section 3 - Bereavement.....	13
Section 4 - Parental Leave	13
Section 5 - Unpaid Leave of Absence	14
Section 6 - Jury Duty and Other Legal Commitments	14
Section 7 - Emergency Closings and E-Learning Days.....	14
ARTICLE X - EARLY RETIREMENT	14
Section 1	14
Section 2	14
Section 3	15
Section 4	15
Section 5	15
Section 6 - Group Insurance	15
Section 7 - Matching Contribution Plan 403B.....	16
Section 8	16
ARTICLE XI - MISCELLANEOUS	16
Section 1 - Short Course Training	16
Section 2 - Pay Periods.....	16
Section 3 - Effective Date.....	17
Section 4 - Resignation	17
Section 5 - Job Assignment.....	17
Section 6 - Seniority	17
Section 7 - Use of Facilities and Equipment.....	18
Section 8 - Agreement Copies	18
ARTICLE XII - BMS GRIEVANCE PROCEDURE	18
ARTICLE XIII - DURATION	24
Section 1	24
APPENDIX A.....	25
APPENDIX B - SEVERANCE RATE AND HEALTH CAPS	26

APPENDIX C - INDIVIDUALS GRANDFATHERED FOR GRADE 8 PAY SCHEDULE..... 27
MEMORANDUM OF UNDERSTANDING - SICK LEAVE BANK 28

ARTICLE I - PARTIES

This Agreement, entered into between the School Board, Independent School District 200, Hastings, Minnesota, hereinafter referred to as the District and the District 200 clerical personnel, hereinafter referred to as the Hastings Educational Secretaries' Association, is pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, as amended, hereinafter referred to as the PELRA, as amended, and provides the terms and conditions of employment for clerical employees during the term of this Agreement.

ARTICLE II - EMPLOYEE REPRESENTATIVE

Section 1 - Appropriate Unit

The Independent School District 200 Hastings Educational Secretaries' Association shall represent all the clerical employees of the District as defined in this Agreement and in said Act.

Section 2 - Recognition

In Accordance with PELRA of 1971, as amended, the District recognizes that the Hastings Educational Secretaries' Association shall have those rights and duties as prescribed by PELRA, as amended, and as described in the provisions of this Agreement.

Section 3 - Legal Rights

Nothing contained in this Agreement shall deny or restrict either the District or the employee regarding any rights under existing State or Federal Laws or regulations.

ARTICLE III - DEFINITIONS

Section 1 - Terms and Conditions of Employment

Shall mean the hours of employment, the compensation therefore, including fringe benefits, except retirement contributions or benefits, and the District's personnel policies affecting the working conditions of the employees, but does not mean educational policies of the District.

Section 2 - Clerical Employees

Shall mean any person employed by the District in a capacity exclusively associated with the provisions of clerical services. The term employee as used herein shall not include confidential employees, supervisory employees, essential employees, part-time employees whose services do not exceed 14 hours per 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 and emergency employees.

Section 3 - Domestic Partner

Domestic partner shall be defined as an individual for whom the employee has completed a domestic partner registration form with a city/government agency. A copy of the registration must be provided to the District in advance of a request for leave within this Agreement to apply.

Section 4 - Other Terms

Terms not defined in this Agreement shall have those meaning as defined by the PELRA of 1971, and/ or as amended.

ARTICLE IV - SCHOOL BOARD RIGHTS

Section 1 - Inherent Managerial Rights

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

Section 2 - Management Responsibilities

The clerical personnel recognize the right and obligation of the District to efficiently manage and conduct the operation of the District within its legal limitations and with its primary obligation to provide educational opportunities for the students of its District.

Section 3 - Effect of Laws, Rules, and Regulations

The clerical employees recognize that all employees covered by this Agreement shall perform the services prescribed by the District 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 District. The clerical employees also recognize the right, obligation and duty of the School Board and it's 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 orders are not inconsistent with the terms of this Agreement and recognize that the District, all 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 government agencies. Any provisions 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 School 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 management functions not expressly delegated to this Agreement are reserved to the District.

ARTICLE V - CLERICAL EMPLOYEE RIGHTS

Section 1 - Right to View

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 designated to and does not interfere with the full, faithful and proper performance of the duties of employment or circumvent the rights of the clerical employees; nor shall it be construed to require any employee to perform labor or services against their will.

Section 2 - Right to Join

Clerical employees shall have the right to form and join labor or employee organizations and shall have the right not to form and not to join such organizations. Clerical employees in the 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 such employees with the District.

ARTICLE VI - RATES OF PAY

Section 1 - Positions and Wage Rates

The positions and wage rates reflected on the salary schedule incorporated herein, shall be in effect for the duration of said Agreement. The work day shall be assigned by the administration.

Subd. 1 - Step Increase Status - Employees shall be compensated pursuant to Appendix A. If the initial employment is after March 1, the employees shall not advance to the next step on the following July 1st. Upon the expiration of this Agreement, a step is not automatic and is subject to renegotiation by the parties. The District reserves the right to withhold advancement on the salary schedule if, in the judgment of the District, circumstances warrant it.

Subd. 2 - Grade Level/Assignment Transition - When an employee accepts a position at a higher grade level they will be shadowed in to an hourly rate that is closest to their existing rate and then moved to a step that reflects at least a 4% increase above their current rate. This same system will be true for any employee from another bargaining unit accepting a position at a higher classification in this bargaining unit.

Subd. 3 - Moving to a Lower Grade - When an employee moves to a position with a lower grade level they will be placed at their same step on the new salary schedule in the appropriate classification.

Subd. 4 - Employment Hours Record - Employees shall punch in and out each day, using the District's time tracking system. Each week, employees shall verify an employment hours record which shall contain the following: regular hours worked, discretionary leave days, holidays, and overtime and leave days, if any.

Subd. 5 - Substitute Pay

- A. When a regularly employed (9, 9 ½, 10 month) HESA member substitutes for another regularly employed HESA member or is assigned to another position outside of their regular scheduled work day(s), the employee shall be paid at his/her regular rate of pay.
- B. After subbing for five consecutive days, a regularly employed HESA member who

subs for another regularly employed HESA member who is a higher grade, during the school year, will receive retro pay back to day one, at Step 1, of the Grade for which they are subbing.

Section 2 - Employment Dates

Clerical employees are employed on the following basis:

	Work Days	Paid Holidays	Paid Discretionary Leave	Total Days
12 Month*	237	14	10-25	261
10 Month**	205	10	5	220
9¾ Month**	199	10	5	214
9½ Month**	194	10	5	209
9 Month**	184	10	5	199

*Work Days includes three additional discretionary leave days, as a result of the transition from essential leave to discretionary leave.

**Work Days includes two additional discretionary leave days, as a result of the transition from essential leave to discretionary leave.

Subd. 1 - Presently classified nine month clerical employees may be reclassified to ten month positions upon written request by the building principal and the approval of the Superintendent.

Subd. 2 - Building administrators will annually develop a clerical employee work calendar, which provides the exact number of workdays for each employee as assigned, e.g. nine, and ten month employees. This calendar shall be submitted to the Superintendent by August 1 annually. Twelve month employees will work according to the District calendar.

Subd. 3 - The workdays and discretionary leave days listed for 12 month employees in the above schedule will vary after four years of employment per the discretionary leave schedule in Article IX, Section 1.

Section 3 - Hours: Basic Work Day and Lunch

Subd. 1 - The work week for regularly scheduled employees shall be five consecutive work days, at their regularly scheduled daily hours.

Subd. 2 - An employee's work schedule may be adjusted to meet the needs of a particular situation as determined by the supervisor. When an employee's work schedule will be changed on a regular basis, they shall be given a one week notice.

Subd. 3 - Employees working six hours or more per shift shall be provided an unpaid duty

free lunch period of 30 minutes. An additional duty free 15 minute break will be provided each day for every consecutive four hour work period.

Section 4 - Probationary Period

Subd. 1 - The probationary period for non-certified personnel in this District shall be six months. During the probationary period, the non-certified employee may be dismissed at any time it becomes apparent to the administration that the employee is not willing or qualified to perform the duties of the position.

Subd. 2 - Probationary employees should be evaluated by their immediate supervisor and recommended for permanent status.

Section 5 - Overtime

Subd. 1 - Hours worked in excess of 40 hours per week are paid at time and a half in the pay period of which they are earned.

Subd. 2 - Discretionary leave days, sick/ESST days and holiday count in the calculation of overtime.

Subd. 3 - All over time must be approved in advance by the building principal.

Section 6 - Job Postings

All job postings will be posted for a minimum of five work days. Postings will consist of notification through the District email sent out District-wide and will be available to view on the District website.

ARTICLE VII - GROUP INSURANCE

Affordable Care Act. In the event this Agreement causes or will cause penalties, fees, or fines to be assessed against the District, the parties agree to reopen negotiations that result in a new Agreement between the parties that eliminates or reduces penalties, fees, or fines to be assessed against the District.

Section 1 - Selection of Carrier

The selection of the insurance carrier and policy shall be made by the District.

Section 2 - Coverage Under Multiple Bargaining Units

If an employee is covered by more than one bargaining unit they can combine their hours to qualify for insurance.

Section 3 - Combined Coverage

Each employee may only be covered under one policy under each of the District's insurance plans, i.e. health and dental.

Section 4 - Spouse Contribution for Medical-Hospitalization Insurance

When both employee and spouse are members of the bargaining unit, or members of another bargaining unit eligible to combine coverage, and covered under the District's medical insurance plan, they will be covered by single insurance plans unless there are additional dependents. Coverage for employee and spouse, when there are additional dependents, will be provided through one family plan. The District will allow combining of contributions (policy holder family contribution plus spouse-single contribution) only if family insurance coverage is needed due to the dependents (children).

Section 5 - Spouse Contribution for Dental Insurance

When combining coverage for dental insurance, both employees shall be covered under one family dental plan.

Section 6 - Eligibility

The District shall make insurance contributions toward the premium for each employee who is regularly scheduled to work at least 850 hours per year, and is enrolled in the District's insurance plan(s). The contributions for medical-hospitalization shall be as defined in Section 7.

Section 7 - Medical-Hospitalization Coverage

Subd 1 - The District shall provide a monthly contribution toward the premium for single or family insurance for employees who qualify for and are enrolled in the District's group medical-hospitalization plan. The amount provided by the District shall be as defined in Subd. 2 and 3, however, the amount shall not exceed the actual cost of the insurance premium:

Subd. 2 - Single Coverage

[IMPORTANT NOTE: Lowest range to be eligible changed to 1014 based on the requirement of a minimum of 30 hours per week; $1014 = 6 \text{ hours per day} * 169 \text{ days per year}$]

The contribution for 2024-2025 shall be as follows:

Non-High Deductible Plan (Comp Basic)

<u>Hours Worked Per Year</u>	<u>Max Mo. District Contrib.</u>
1606 to 1888	\$1,016
1417 to 1605	\$864
1228 to 1416	\$762
1014 to 1227	\$661

High Deductible/VEBA Plan

<u>Hours Worked Per Year</u>	<u>Max Mo. District Contrib.</u>
1606 to 1888	\$887
1417 to 1605	\$764
1228 to 1416	\$662
1014 to 1227	\$561

The contribution for 2025-2026 shall be as follows; if the rates for single insurance for the 2025-2026 plan year exceed this rate, the maximum contribution will be adjusted to cover the full single premium and the percentages will be adjusted accordingly:

Non-High Deductible Plan (Comp Basic)

<u>Hours Worked Per Year</u>	<u>Max Mo. District Contrib.</u>
1606 to 1888	\$1,132
1417 to 1605	\$962
1228 to 1416	\$849
1014 to 1227	\$736

High Deductible/VEBA Plan

<u>Hours Worked Per Year</u>	<u>Max Mo. District Contrib.</u>
1606 to 1888	\$976
1417 to 1605	\$862
1228 to 1416	\$749
1014 to 1227	\$636

Subd. 3 - Family Coverage

[IMPORTANT NOTE: Lowest range to be eligible changed to 1014 based on the requirement of a minimum of 30 hours per week; 1014 = 6 hours per day * 169 days per year]

The contribution for 2024-2025 shall be as follows:

Non-High Deductible Plan (Comp Basic)

<u>Hours Worked Per Year</u>	<u>Max Mo. District Contrib.</u>
1606 to 1888	\$2,161
1417 to 1605	\$1,837
1228 to 1416	\$1,621
1014 to 1227	\$1,405

High Deductible/VEBA Plan

<u>Hours Worked Per Year</u>	<u>Max Mo. District Contrib.</u>
1606 to 1888	\$1,961
1417 to 1605	\$1,637
1228 to 1416	\$1,421
1014 to 1227	\$1,205

The contribution for 2025-2026 shall be as follows:

Non-High Deductible Plan (Comp Basic)

<u>Hours Worked Per Year</u>	<u>Max Mo. District Contrib.</u>
1606 to 1888	\$2,585
1417 to 1605	\$2,197
1228 to 1416	\$1,939
1014 to 1227	\$1,680

High Deductible/VEBA Plan

<u>Hours Worked Per Year</u>	<u>Max Mo. District Contrib.</u>
1606 to 1888	\$2,385
1417 to 1605	\$1,997
1228 to 1416	\$1,739
1014 to 1227	\$1,480

Subd. 4 - The cost of any premium that exceeds the District's monthly contribution shall be borne by the employee and paid by pre-tax payroll deduction.

Subd. 5 - For employees participating in the single high deductible/VEBA insurance plan, the monthly District contribution to a VEBA shall be as follows:

Effective July 1, 2024: \$100 per month

Subd. 6 - For employees participating in the family high deductible/VEBA insurance plan, the monthly District contribution to a VEBA shall be as follows:

Effective July 1, 2024: \$200 per month

Subd. 7 - The monthly VEBA contribution will be divided equally over the number of payrolls elected by the employee each year.

Section 8 - Long Term Disability

The District will pay the premium for the income protection insurance in force on the effective date of this Agreement for all clerical employees who are eligible.

Section 9 - Dental Insurance

Subd. 1 - The District shall provide a monthly contribution toward the premium for dental insurance, including dependent coverage, for all employees who qualify for, and are enrolled in, the District's dental insurance plan. The amount provided shall be as follows, however, the amount shall not exceed the actual cost of the insurance:

<u>Hours Worked Per Year</u>	<u>Max Mo. District Contrib.</u>
1606 to 1888	\$81
1417 to 1605	\$69
1228 to 1416	\$61
1026 to 1227	\$53

Subd. 2 - The cost of the premium not contributed by the District shall be borne by the employee and paid by payroll deduction.

[IMPORTANT NOTE: As above, lowest range to be eligible changed to 1026 based on the requirement of a minimum of 30 hours per week; 1026 = 6 hours per day * 171 days per year]

Section 10 - Life Insurance

The District shall provide a group term insurance policy covering all full time employees in the amount of \$50,000.

Section 11 - Claims Against the District

Any description of insurance benefits contained in this Article are intended to be informational only and the eligibility of any employee for benefits shall be governed by the terms of the insurance policy purchased by the District pursuant to this Article. It is further understood that the 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 District as a result of a denial of insurance benefits by an insurance carrier.

Section 12 - Workers Compensation

Subd. 1 - Upon the request of an employee who is absent from work as a result of a compensable injury under the provisions of the Workers' Compensation Act, the District will pay the difference between the compensation received pursuant to the Workers' Compensation Act by the employee and the employee's regular rate of pay to the extent of the employee's earned accrual of sick/ESST leave or discretionary leave pay.

Subd. 2 - A deduction shall be made from the employee's accumulated sick/ESST leave accrual time according to the pro-rata portion of days of sick/ESST leave time which is used to supplement Worker's Compensation.

Subd. 3 - Such payments shall be paid by the District to the employee only during the period of disability.

Subd. 4 - In no event shall the additional compensation paid to the employee by virtue of sick/ESST leave pay result in the payment of a total daily, weekly or monthly compensation that exceeds the normal compensation of the employee.

Section 13 - Tax Sheltered Annuities

The District shall continue to make available to clerical employees the payroll deduction program for tax-sheltered annuities.

ARTICLE VIII - HOLIDAYS

Section 1 - Holidays

Any legal holidays to be granted classified clerical employees must conform with the yearly

school calendar.

Subd. 1 - The following provisions for paid holidays shall apply to all regularly employed members of the HESA bargaining unit. Holiday pay shall be at the employee's regularly scheduled base hours per day.

Staff hired on or after July 1, 2008 and regularly scheduled to work less than 1472 hours per year shall receive the following holidays:

1. New Year's Day
2. President's Day
3. Good Friday
4. Memorial Day
5. Thanksgiving Day
6. Christmas Day

Subd. 2 - Employees hired prior to July 1, 2008, and regularly scheduled less than 1472 hours per year shall be eligible for the following paid holidays:

1. New Year's Day
2. President's Day
3. Good Friday
4. Memorial Day
5. Thanksgiving Day
6. Christmas Day
7. Labor Day
8. Christmas Eve

Subd. 3 - Employees regularly scheduled at least 1472 hours per year but less than 12 months shall be eligible for the following paid holidays:

1. New Year's Day
2. President's Day
3. Good Friday
4. Memorial Day
5. Labor Day
6. Thanksgiving Day
7. Christmas Eve
8. Christmas Day
9. New Year's Eve
10. Juneteenth (if it falls within the employee's regularly scheduled work year); the Friday after Thanksgiving if it does not fall within the employee's regularly scheduled work year.

Subd. 4 - Employees working 12 months shall be eligible for the following paid holidays:

1. New Year's Eve
2. New Year's Day
3. President's Day
4. Good Friday
5. Memorial Day
6. Juneteenth
7. Independence Day
8. Friday before Labor Day (non-workday, if school is in session, replaced with Thursday of Teacher Association)
9. Labor Day
10. Friday of Teacher Association
11. Thanksgiving Day
12. Friday after Thanksgiving
13. Christmas Eve
14. Christmas Day

Subd. 5 - If any of the designated holidays fall on weekends, the District will determine the date the holiday will be observed.

Subd. 6 - Whenever school is in session on President's Day, HESA employees may take the day as a floating holiday. If the floating holiday is not taken during the contracted days, it will then be paid at the end of the year at the rate of \$16.50 per hour.

Subd. 7 - Authority to Reschedule Holidays - If school is in session during a designated holiday (e.g., President's Day, Good Friday, etc.), the District reserves the right to reschedule any of the designated holidays.

Subd. 8 - Pro-rata Holidays - Employees working less than the full year shall receive holidays on a pro-rata basis, based on the eligible holidays that fall within their work year.

ARTICLE IX - LEAVE PROVISIONS

Section 1 - Discretionary Leave

Subd. 1 - Clerical employees working 12 months per year, shall earn discretionary leave as follows:

<u>Years of Service</u>	<u>Discretionary Leave Days</u>
1 to 4 years	13 days
Starting 5 - 9 years	18 days
Starting 10 -14 years	23 days
Starting 15+	28 days

Subd. 2 - Employees working less than 12 months per year, shall be eligible for discretionary leave as follows:

Regularly Scheduled Hours/Yr

Annual Discretionary Leave Days

1472 or more	7 days
Less than 1472 - hired prior to July 1, 2008	6 days
Less than 1472 - hired on or after July 1, 2008	4 days

Subd. 3 - Discretionary leave accrual shall occur on July 1 each year. The total discretionary leave earned during a fiscal year shall be available to the employee at the beginning of the year.

Subd. 4 - Employees beginning employment after July 1 shall earn a pro-rata amount of discretionary leave.

Subd. 5 - Discretionary leave time must be scheduled in advance with the employee's supervisor and must be approved by the supervisor or his/her designee.

Subd. 6 - Pay for discretionary leave shall be at the employee's regularly scheduled base hours per day.

Subd. 7 - An employee may carry over a maximum of one year's accrual, or five days, whichever is less.

Subd. 8 - Upon termination, the employee's last pay check will be adjusted for any discretionary leave used in excess of what has been earned.

Subd. 9 - In the event that a member's immediate family dies or becomes hospitalized with a serious illness or injury, while an employee is out using discretionary leave, the employee's leave will be changed to the appropriate leave type with the approval of the Superintendent.

Section 2 - Sick/ESST Leave

Subd. 1 - HESA members working 12 months per year shall earn 12 days of sick/ESST leave per year, based on the employee's regularly scheduled hours per day. Employees working less than 12 months per year shall earn sick/ESST leave as follows:

1472 or more hours per year: 10 days
Less than 1472 hours per year: 9 days

Subd. 2 - Employees working less than their regular year shall earn sick/ESST leave on a pro-rata basis.

Subd. 3 - Sick/ESST leave with pay shall be allowed by the District whenever an employee's absence is found to have been due to illness which prevented his/her attendance and performance of duties on that day or days.

Subd. 4 - The District may require an employee to furnish a medical certificate from qualified physician as evidence of illness, in accordance with Minnesota Statute and ESST laws, indicating such absence was due to illness or injury, in order to qualify for sick/ESST leave pay. In the event that a medical certificate will be required, the employee will be so advised.

Subd. 5 - Sick/ESST leave does not apply to situations related to daycare issues, or lack of childcare.

Subd. 6 - Sick/ESST leave allowed shall be deducted from the accrued sick/ESST leave days earned by the employee.

Subd. 7 - Sick/ESST leave pay shall be approved only upon submission of a signed request upon the authorized sick/ESST leave pay.

Subd. 8 - Employees are required to give adequate notice to their supervisor when sick/ESST leave is to be taken to allow time to obtain replacements.

Subd. 9 - A sick leave bank shall be available in accordance with the terms of the Sick Leave Bank MOU provided at the end of this Agreement.

Subd. 10 - Unused sick/ESST leave days may accumulate to 180 days. HESA members will be paid for up to six days of unused sick/ESST leave beyond 142 days at the rate of \$16.50 per hour. Payment will be made in a supplemental payroll at the end of July.

Section 3 - Bereavement

Subd. 1 - Up to five days per occurrence of paid leave may be granted for death in the employee's immediate family.

Subd. 2 - For purposes of this Section, immediate family shall be defined as the employee's spouse, child, parent/guardian, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, aunt, uncle, grandparent, spouse's grandparent, grandchildren, stepparent, domestic life partner or domestic life partner's parent.

Section 4 - Parental Leave

Subd. 1 - In the event of pregnancy, the clerical employee shall notify the Superintendent of Schools not later than the fourth month of pregnancy of the expected date of delivery. The employee must also submit a physician's statement indicating the estimated date of delivery. A leave of absence of not more than 12 months may be granted upon written request.

Subd. 2 - Employees requesting a parental leave must request such leave in writing, which shall be accompanied by a physician's statement, indicating the employee is able to perform his/her assigned duties and responsibilities without injury or illness.

Subd. 3 - The effective date of the leave, its duration and the approximate date of return to employment shall be determined by the Superintendent based upon the employee's medical statement and the needs of the employer's program.

Subd. 4 - Adoption leave shall be granted upon the request of an office employee pursuant to the applicable provisions of the maternity leave Section. Employees may use days for pre-adoption meetings and travel days to complete the adoption process.

Subd. 5 - Effective July 1, 2008, HESA members may ask to have their parental leave extended via a written request to the Superintendent. If approved, it is recognized that the leave extension

would be a parental leave without pay.

Section 5 - Unpaid Leave of Absence

Effective July 1, 1996, HESA members who have been employed for at least three years may be granted a leave of absence, not to exceed one year. Leave to be without pay or fringe benefits. The employee shall be allowed to return to his/her position upon termination of the leave of absence. In limited situations, the individual may request to extend the leave for one additional year, not to exceed two consecutive years. The granting of such leave shall be at the discretion of the District.

Section 6 - Jury Duty and Other Legal Commitments

Subd. 1 - Employees called for jury duty, deposition, subpoena or to give testimony before a court, legal jurisdiction or administrative proceedings shall be granted a leave of absence unless the employee is party to a court action against the District, is a complainant in an action against the District, or is a participant in an action on behalf of the exclusive representative and/or is the subject in a criminal, civil and/or personal legal accusation.

Subd. 2 - The employee shall receive full pay for this type of absence less jury duty and/or consultant pay, exclusive of expenses.

Section 7 - Emergency Closings and E-Learning Days

Subd. 1 - Emergency Closing - In the event of a school closing called by the Superintendent, due to weather conditions or any other conditions, personnel who were scheduled to work, but directed not to report, will be paid. If directed to report, see the District's provisions for the Closing of Schools on the District webpage.

Subd. 2 - E-Learning Days - When an E-Learning day is called (or scheduled) by the Superintendent, it will be considered a regularly scheduled work day and employees shall be paid their regular scheduled pay. Employees will be assigned work by their supervisor on such days. Employees opting not to work on an E-Learning day may choose to use discretionary leave, or take the day without pay. In such cases, employees will not be required to use paid leave prior to taking leave without pay.

ARTICLE X - EARLY RETIREMENT

Section 1

Effective July 1, 1996, HESA members, who were hired prior to July 1, 2008, who have completed at least 12 years of continuous service with the District and who are at least 55 years of age shall be eligible for severance pay, pursuant to the provisions of this Article upon submission of a written resignation accepted by the School Board.

Section 2

Eligible employees, who were hired prior to July 1, 2008, upon early retirement, shall receive as severance pay an amount representing 50 days' pay.

Section 3

Subd. 1 - Clerical employees covered by this Agreement who were hired prior to July 1, 2008, shall receive, upon their retirement, the amount of the employee's unused number of accumulated sick/ESST leave days, but in any event not to exceed 100 days. This is in addition to the severance pay provided in Section 2.

Subd. 2 - Based upon the above, the maximum number of days that could be paid for severance purposes is 150 days for HESA employees.

Section 4

Daily Rate: Severance is capped at the maximum hourly rate for each grade according to the salary schedule for the 2008/09 school year.

Grade 5	\$15.87
Grade 6	\$17.41
Grade 8	\$21.38

Hours per day and rate of pay will be based on a five year average.

Example: Employee is a:

- Sec. I, 3 years at grade 5, current rate or cap
- Sec. II, 2 years, grade 8, current rate or cap

The average rate of pay would be used to calculate severance.

If the employee's current hourly rate is less than the capped amount, then that hourly rate will be used for severance purposes. If the employee's 2008-09 hourly rate is more than the capped amount, the 2008-09 rate will be used for severance purposes. See Appendix B.

Section 5

Severance pay shall be paid by the District in equal annual installments over a time period not to exceed two years from the effective date of the retirement and shall not be granted to an employee who is discharged by the District. The first payment will occur in the month of January following the retirement date. The 2nd payment will occur one year from that January. Severance payments will be placed in a 403(b) Plan in the individual's name. (The plan will be through ESI).

Section 6 - Group Insurance

Subd. 1 - Effective July 1, 2002, an employee, hired prior to July 1, 2008, who retires early pursuant to this Article shall be eligible to continue participation in the District group medical-hospitalization insurance plan, if permitted by the terms of the policy with the insurance carrier. The District shall contribute \$225.00 per month towards Single Coverage and \$350.00 per month towards Family Coverage until the age of 65 or the expiration of eight years of District contribution, whichever occurs first. The portion of the premium not contributed by the District shall be borne by the HESA member. (See Appendix B.)

Subd. 2 - It is the responsibility of the employee to make arrangements with the school business office to pay the District the monthly premium amounts in advance and on such date as determined by the District.

Section 7 - Matching Contribution Plan 403B

Subd. 1 - Beginning July 1, 2008, employees who are hired after June 30, 2008 who are regularly employed with the District shall be eligible to participate in a 403B matching contribution plan pursuant to M.S.356.24.

Subd. 2 - Beginning July 1, 2008, employees who were hired prior to July 1, 2008, who are regularly employed with the District shall be eligible and may choose to participate in a 403B matching contribution plan pursuant to M.S.356.24. If choosing to participate the employee would be forfeiting all rights to severance and retiree health under Article X - Early Retirement.

Subd. 3 - The District will match eligible annual employee contributions at the beginning of the years of service as stated below. Budgeted annual amounts will determine the max that can be set up each year.

<u>Beginning of School Year in ISD 200</u>	<u>Maximum Match</u>
4-8	2.5%
9-13	3.0%
14+	3.5%

Maximum annual match is capped at \$2,500.

Maximum lifetime match is capped at \$35,000.

Subd. 4 - Determination of years is based on hire date before or after 1/1.

Subd 5 - An ISD #200 salary reduction authorization agreement stating "Matching Contribution" must be received by the District Office on August 1, preceding the school year during which the employee wishes to participate.

Section 8

In the event of the death of an employee who is eligible for severance pay under the provisions of Article IX, the spouse of the employee shall be eligible for the severance pay. The estate will collect if there is no spouse. The requirement of a written resignation does not apply.

ARTICLE XI - MISCELLANEOUS

Section 1 - Short Course Training

The District will pay the tuition costs of authorized and approved short course training.

Section 2 - Pay Periods

The pay periods will be on the 5th and the 20th of each month.

Section 3 - Effective Date

The effective date of retirement shall be according to statutes.

Section 4 - Resignation

The resignation should be turned in at least two weeks in advance of leaving. Employees should write a letter of resignation to the Superintendent (copy to building administrator) stating the reason for leaving. The Superintendent then presents the resignation to the School Board at its next regular meeting for acceptance.

Section 5 - Job Assignment

Job assignment is the responsibility of the administration.

Section 6 - Seniority

Subd. 1 - Seniority will be based on the date of employment as a clerical employee in the District.

Subd. 2 - Reduction of Workforce - If it becomes necessary to reduce the clerical work force, the employee with the least seniority will lose their employment. If an employee is reassigned to a different grade level, the employee must be qualified to perform the duties of the new position. Employees who are laid off shall be put on a recall list for two calendar years from the employee's last date of employment. Those on the recall list shall have the same rights as current employees to be considered for new job postings.

Subd. 3 - Change of Grade Due to Reduction of Workforce - If a current HESA member is changed to a lower grade due to a reduction in the work force, they will be put on a call back list for two calendar years for their previous HESA Classification and have reinstatement priority over employees who are on the callback list in order of seniority, but are not currently working in a HESA position.

Subd. 4 - Notice - Employees to be laid off shall receive written notice two calendar weeks in advance of the effective date of the employee's last day of employment.

Subd. 5 - Recall - Employees shall be recalled from layoff in order of seniority. The employee shall, by certified letter to the employee's last known address, notify the employee to be recalled of such intent of availability of work. The employee shall have ten calendar days to notify the employer of their intent to return (from date of receipt). If the employee fails to return to work within such time period, such employee shall forfeit future recall rights.

Subd. 6 - Reinstatement - Employees recalled from layoff shall be reinstated at the same salary step they would have been at had the layoff not occurred, if the reinstated position is in the same classification. If the classification is different from the classification originally held by the reinstated employee, then procedure for moving to a higher or lower grade will be used to establish the appropriate rate of pay. (See Article VI, Subd. 2 and Subd. 3)

Section 7 - Use of Facilities and Equipment

The Association may reasonably use school copy machines, calculating machines, audio-visual equipment, computers and other accessories when such equipment is not otherwise in actual use and during non-working hours, so long as the equipment is kept in the building. The cost of materials for use of such equipment shall be borne by the Association. The Association shall also have access to school facilities such as classrooms, lecture halls, and theaters during non-working hours when those facilities are not in use, subject to the requirements and conditions contained in the District's facilities use policies and procedures.

Section 8 - Agreement Copies

Copies of the Agreement shall be reproduced at the expense of the District and distributed to all clerical employees in the Association and to all subsequently hired employees covered by this Agreement.

ARTICLE XII - BMS GRIEVANCE PROCEDURE

5510.5110 Policy

Parts 5510.5110 to 5520.5190 are to be literally construed so as to effectuate the purposes of Minnesota Statutes, Chapter 179A, the Public Employment Labor Relations Act.

5510.5120 APPLICATION

Parts 5510.5110 to 5510.5190 are applicable when a public employer and an exclusive representative of public employees have not reached agreement on or do not have access to a contract grievance procedure as required by Minnesota Statutes, Section 179A.20, Subdivision 4.

5510.5130 DEFINITIONS

SUBPART 1 - SCOPE

For the purpose of parts 5510.5110 to 5510.5190, the words defined in this part have the meanings given them.

SUBPART 2 – BUREAU

"Bureau" means the Bureau of Mediation Services.

SUBPART 3 - DAYS

"Days" means calendar days.

SUBPART 4 - EMPLOYEE

"Employee" means any public employee who is employed in a position that is part of an appropriate unit for which an exclusive representative has been certified under Minnesota Statutes, Section 179A.12.

SUBPART 5 - GRIEVANCE

"Grievance" means a dispute or disagreement regarding the application or interpretation of any term of a contract required under Minnesota Statutes, Section 179A.20, Subdivision 1. If no contract exists between the exclusive representative and the employer, "grievance" means a dispute or disagreement regarding the existence of just cause in the discipline of any employee or the termination of non-probationary employees.

SUBPART 6 - NONPROBATIONARY

"Non-probationary" means an employee who has completed an initial probationary period required as part of the public employer's employment process.

SUBPART 7 - PARTY

"Party" means either the exclusive representative and its authorized agent or the employer and its authorized representative.

SUBPART 8 - SERVICE

"Service" means personal delivery or service by the United States Postal Service, postage prepaid and addressed to the individual or organization and its last known mailing address. Service under parts 5510.5110 to 5510.5190 is effective upon deposit with the United States Postal Service as evidenced by a postmark or dated receipt, or upon personal delivery.

5510.5131 COMPUTATION OF TIME

In computing any period of time prescribed or allowed by parts 5510.5110 to 5510.5190, the day or act or event upon which a period of time begins to run shall not be included. The last day of the time period shall be included unless it is a Saturday, Sunday or holiday.

5510.5140 STEP ONE

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

5510.5150 STEP TWO

If the supervisor has not been able to resolve the grievance or has not responded in writing within the time period provided in part 5510.5140 (step one), a written grievance may be served on the next appropriate level of supervision by the exclusive representative. The written grievance shall provide a concise statement outlining the nature of the grievance, the provisions of the contract or the just cause situation in dispute, and a statement of the relief or remedy requested. The written grievance must be served on the employer's representative within 15 days after the immediate supervisor's response was due under part 5510.5140 (step one). The

employer's representative shall meet with the agent of the exclusive representative within five (5) days after service of the written grievance and both parties shall attempt to resolve the grievance. The employer's representative shall serve a written response to the grievance on the agent of the exclusive representative within five days of the meeting. The response shall contain a concise statement of the employer's position on the grievance and the remedy or relief the employer is willing to provide, if any.

5510.5160 STEP THREE

If the grievance is not resolved under part 5510.5150 (step two), the exclusive representative may serve the written grievance upon the chief administrative agent of the employer or that person's designated representative within ten days after the written response required by Part 5510.5150 (step two) was due. An agent of the exclusive representative shall meet with the chief administrative officer or designee within five days of service of the written grievance and they shall attempt to resolve the matter. The chief administrative officer or designee shall serve a written response to the grievance or the agent of the exclusive representative within five days of the meeting.

5510.5170 ARBITRATION

SUBPART 1 - REFERRAL TO ARBITRATION

If the response of the chief administrative officer or designee is not received within the period provided in Part 5510.5160 (step three) or is not satisfactory, the exclusive representative may serve written notice on the employer of its intent to refer the case to arbitration within ten days after the response required by Part 5510.5160 (step three) is due.

SUBPART 2 - SELECTION OF ARBITRATOR

Within ten days of the service of written notice of intent to arbitrate, the employer's chief administrative officer or designee shall consult with the agent of the exclusive representative and endeavor to mutually agree upon an arbitrator to hear and decide the grievance. If the parties do not agree upon the selection of an arbitrator, either party may request a list of impartial arbitrators from the bureau. The parties shall alternately strike names from a list of five names to be provided by the bureau until only one name remains, and the remaining name shall be the designated arbitrator. The determination of which party will commence the striking process shall be made by mutual agreement or a flip of a coin. If one party refuses to strike names from the list provided by the bureau, the other party may serve written notice of this fact upon the bureau, with a copy to the offending party. Unless it is confirmed that the parties have otherwise selected or agreed upon an arbitrator within three days of service of the notice of refusal or failure to strike names, the bureau shall designate one name from the list previously provided to the parties and the person so designated by the bureau shall have full power to act as the arbitrator of the grievance.

SUBPART 3 - ARBITRATOR'S AUTHORITY

The arbitrator shall have no authority to amend, modify, and to, or subtract from the terms of the existing contract. The decision and award of the arbitrator shall be final and binding upon both parties.

SUBPART 4 - ARBITRATION EXPENSES

The employer and the exclusive representative shall share equally the arbitrator's fees and necessary expenses. Cancellation fees shall be paid by the party requesting the cancellation and any fees incurred, as the result of a request for clarification shall be paid by the party requesting the clarification. Each party shall be responsible for compensating its own representatives and witnesses except to the extent provided by Part 5510.5180, Subpart 1.

SUBPART 5 - TRANSCRIPTS AND BRIEFS.

Because arbitration is intended to provide a simple, speedy alternative to litigation processes, the use of transcripts and briefs should be considered only in exceptional circumstances. If a verbatim record is required, it may be prepared providing the party desiring the record pays the cost and makes a copy available to the other party and the arbitrator without charge. The arbitrator may maintain written notes of the hearing and may use an electronic recording device to supplement the note taking. These notes shall be considered the arbitrator's private and personal property and shall not be made available to the parties to another third party. If a recording device is used by the arbitrator to supplement the arbitrator's notes, the arbitrator shall retain the recording for a period of 90 days following the issuance of the award.

5510.5180 PROCESSING OF GRIEVANCES

SUBPART 1 - RELEASE TIME

To the fullest extent feasible, the processing of grievances under Parts 5510.5110 to 5510.5190 shall be conducted during the normal business hours of the employer. Employees designated by the exclusive representative shall be released from work without loss of regular non-overtime earnings as a result of their necessary participation in meetings or hearings held pursuant to Parts 5510.5110 to 5510.5190, whenever such release is consistent with the ability of the employer to conduct safe and reasonable operations. No more than three employees shall be entitled to compensation for participation in a single meeting or hearing with respect to any one grievance.

SUBPART 2 - WAIVER OF STEPS

The parties may by written mutual agreement waive participation in the grievance steps in Parts 5510.5140 to 5510.5160 and may similarly agree to extend the time limits established by Parts 5510.5140 to 5510.5170.

SUBPART 3 - TIME LIMITS

A failure to raise a grievance within the time limits specified in Part 5510.5140, or to initiate action at the next step of the procedure in Parts 5510.5140 to 5510.5170 within the time limits in these parts shall result in forfeiture by the exclusive representative of the right to pursue the grievance. A failure of an employer representative to comply with the time periods and procedures in Parts 5510.5140 to 5510.5170 shall require mandatory alleviation of the grievance as requested in the last statement by the exclusive representative.

5510.5190 EFFECTIVE DATE

SUBPART 1 - NO EXISTING AGREEMENT

In cases where there is no current collective bargaining agreement between an exclusive representative and a public employer, Parts 5510.5110 to 5510.5190 are effective five days after the date of publication of the notice of adoption in the State Register.

SUBPART 2 - EXISTING AGREEMENT

If an exclusive representative and a public employer have executed a collective bargaining agreement before Parts 5510.5110 to 5510.5190 become effective and the agreement relies upon the grievance procedure adopted by the director to satisfy Minnesota Statutes, Sec. 179A.20, Subd. 4, Parts 5510.5110 to 5510.5190 shall become effective only upon the termination of the Agreement. During the term of any agreement executed before Parts 5510.5110 to 5510.5190 become effective, the provisions of the grievance procedure contained in Parts 5510.4600, 5510.4700, 5510.4900, 5510.5000, and 5510.5100 shall prevail.

GRIEVANCE REPORT FORM

Independent School District 200 Hastings, Minnesota

Grievance No. _____

Name: _____ Building: _____

Date Grievance Occurred

Statement of Facts:

Specific Provisions of No Discrimination Policy Allegedly Violated:

Particular Relief Sought:

Dated:

Signature of Grievant

Copies to: Superintendent
Supervisor

Adopted: 2/10/77

Independent School District 200
Hastings, Minnesota

ARTICLE XIII - DURATION

Section 1

Subd. 1 - This Agreement shall remain in full force and effect for a period commencing on July 1, 2024 through June 30, 2026. Unless otherwise mutually agreed, the parties shall not commence negotiations more than 90 days prior to the expiration of this Agreement.

Subd. 2 - In the event a new Agreement is not in effect on July 1, 2026, all compensation and working conditions remain in effect as set forth in this Agreement until a successor Agreement is affected.

IN WITNESS WHEREOF, the parties have executed this Agreement as follows:

FOR HASTINGS EDUCATIONAL
SECRETARIES' ASSOCIATION

Lynlee Humble
HESA Representative

[Signature] 12/9/24
HESA Representative

Date: 12/5/24

FOR INDEPENDENT SCHOOL
DISTRICT #200 - HASTINGS

Carrie Tate
Chairperson

[Signature]
District Representative

Date: 12.5.24

APPENDIX A

Administrative Assistant (Grandfathered)*

	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>	<u>Step 9</u>	<u>Step 10</u>	<u>Step 11</u>	<u>Step 12</u>
<u>2024-2025</u>	<u>\$24.34</u>	<u>\$24.94</u>	<u>\$25.48</u>	<u>\$26.06</u>	<u>\$26.63</u>	<u>\$27.19</u>	<u>\$27.75</u>
<u>2025-2026</u>	<u>\$25.07</u>	<u>\$25.69</u>	<u>\$26.24</u>	<u>\$26.84</u>	<u>\$27.43</u>	<u>\$28.01</u>	<u>\$28.58</u>

	<u>Step 13-15</u>	<u>Step 16-20</u>	<u>Step 21</u>
<u>2024-2025</u>	<u>\$28.31</u>	<u>\$29.31</u>	<u>\$30.31</u>
<u>2025-2026</u>	<u>\$29.16</u>	<u>\$30.16</u>	<u>\$31.16</u>

Administrative Assistant

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>
<u>2024-2025</u>	<u>\$23.40</u>	<u>\$24.19</u>	<u>\$24.98</u>	<u>\$25.77</u>	<u>\$26.56</u>	<u>\$27.35</u>	<u>\$28.14</u>
<u>2025-2026</u>	<u>\$24.10</u>	<u>\$24.92</u>	<u>\$25.73</u>	<u>\$26.54</u>	<u>\$27.36</u>	<u>\$28.17</u>	<u>\$28.98</u>

Administrative Support Assistant II

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>
<u>2024-2025</u>	<u>\$22.76</u>	<u>\$23.31</u>	<u>\$24.08</u>	<u>\$24.85</u>	<u>\$25.62</u>	<u>\$26.39</u>	<u>\$27.16</u>
<u>2025-2026</u>	<u>\$23.44</u>	<u>\$24.01</u>	<u>\$24.80</u>	<u>\$25.60</u>	<u>\$26.39</u>	<u>\$27.18</u>	<u>\$27.97</u>

Administrative Support Assistant I

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>
<u>2024-2025</u>	<u>\$22.61</u>	<u>\$23.09</u>	<u>\$23.57</u>	<u>\$24.05</u>	<u>\$24.53</u>	<u>\$25.01</u>	<u>\$25.50</u>
<u>2025-2026</u>	<u>\$23.29</u>	<u>\$23.78</u>	<u>\$24.28</u>	<u>\$24.77</u>	<u>\$25.27</u>	<u>\$25.76</u>	<u>\$26.27</u>

* Grandfathered individuals specified in Appendix C

APPENDIX B - SEVERANCE RATE AND HEALTH CAPS

Classification	Last	First	Grade	Severance Yes/No	Max Hourly Rate Current Step 13	Retiree Health Y/N	Max Monthly Single	Max Monthly Family
Sec	Beskau	Susan	8	Yes	\$21.38	Yes	\$225	\$350
Sec	Chandler	Laurie	6	Yes	\$17.41	Yes	\$225	\$350
Sec	Tutewohl	Judith	6	Yes	\$17.83	Yes	\$225	\$350
Sec III	Kranz	Jacquelyn	8	Yes	\$21.38	Yes	\$225	\$350
Sec III	MacDougal	Julie	8	Yes	\$21.38	Yes	\$225	\$350
Sec III	Marsh	Lori	8	Yes	\$21.38	Yes	\$225	\$350
Instructional Lab Technician*	Lynam-Cook	Karyn	6	Yes	\$17.41	Yes	\$225	\$350
*Severance per Tech Staff Contract								

APPENDIX C - INDIVIDUALS GRANDFATHERED FOR GRADE 8 PAY SCHEDULE

The following individuals are grandfathered and eligible for pay under the Administrative Assistant (Grandfathered) pay schedule under Appendix A:

Beskau, Susan
Chandler, Laurie
Cook, Kristina
Humble, LynDee
Kranz, Jacquelyn
Marsh, Lori
Niebur, Cheryl
Poellinger, Kristin
Zajac, Melinda

MEMORANDUM OF UNDERSTANDING - SICK LEAVE BANK

This Memorandum of Understanding is entered into between Independent School District No. 200, Hastings, Minnesota (hereinafter referred to as the "District") and Hastings Secretaries Association (hereinafter referred to as the "Association").

WHEREAS, the District and the Association mutually agree that there is benefit in maintaining a Sick Leave Bank for employees of the District.

NOW THEREFORE, it is mutually agreed by and between the undersigned parties that the terms of the Sick Leave Bank shall go into effect upon the ratification of the 2022-2024 Master Agreement and continue until the ratification of the 2024-2026 Master Agreement, with the following terms:

1. Purpose

- a. The purpose of the Sick Leave Bank is to provide additional sick/ESST leave to those employees who have exhausted their sick/ESST leave and have a catastrophic accident, illness, or serious recurring illness, necessitating extended absence.

2. Membership

- a. Employees shall be allowed to contribute a maximum of two day of sick/ESST leave during each donation period.
- b. Employees are not required to donate to the Sick Leave Bank to be eligible to use days.
- c. Leave contributed to the Sick Leave Bank is not taxed to the donor, is non-refundable nor tax-deductible, and contributions are irrevocable.
- d. If at any time the balance in the Sick Leave Bank goes below 20, the District will organize a donation period.

3. Qualification

- a. To qualify for the Sick Leave Bank, the employee must have exhausted their personal sick/ESST leave accrual and other paid leave available to them (e.g. discretionary leave), and
- b. To qualify as a catastrophic accident or illness, for the purposes of this Sick Leave Bank, the employee must:
 - i. Need leave to meet the waiting period for Long Term Disability; or
 - ii. Need leave to cover an extended period of absence resulting from an accident with major injury and/or a serious health condition, as defined under the FMLA; or
 - iii. Need leave to cover intermittent absences resulting from an ongoing, recurring illness/serious health condition, as defined under the FMLA; or
 - iv. Be required to provide care for the serious health condition (as defined under the FMLA) of a spouse, child, or parent, whether for an extended period of time or on a recurring basis.
- c. Written verification by the attending physician is required.

4. Maximum Eligibility

- a. Employees shall be eligible to use up to a maximum of ten days per school year from the Sick Leave Bank, for qualifying absences. If additional days are needed,

approval must be mutually agreed to by Human Resources, and the Association President.

5. Exclusions

- a. With the exception of FMLA or medical leave, employees on leave are not eligible to access the Sick Leave Bank.
- b. An employee who is collecting benefits from Long Term Disability or Workers Compensation will not be eligible.
- c. An employee who is absent for treatment and/or surgery that is considered elective in nature will not be eligible.

6. Part-time Employees

- a. Employees who are part of the plan and work less than full time shall be eligible for benefits only for the pro-rata portion of the school day for which they are reemployed.

7. Administration

- a. A member must apply for benefits under the Sick Leave Bank by submitting a leave request through the TimeClock+ system.
- b. The Sick Leave Bank will be administered by the Human Resources Department
 - i. If, in reviewing eligibility, it is determined that a request does not qualify, Human Resources will review the request with the Association President prior to denial. If there is not mutual agreement, the matter will be referred to the Superintendent for final determination.
 - ii. Eligibility decisions related to the qualification for use of days from the Sick Leave Bank are not subject to the grievance procedures.

ISD #200 SECRETARIES ASSOCIATION

HASTINGS PUBLIC SCHOOLS – ISD 200

DATE: 12/5/24

DATE: 12.5.24

BY: Lynelle Humble

BY: CMR