

# **CONTRACT**

**BETWEEN**

**THE SCHOOL BOARD OF  
INDEPENDENT SCHOOL DISTRICT 861**

**AND THE**

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**INDEPENDENT WINONA EDUCATIONAL  
OFFICE PROFESSIONALS**

Effective 2016 - 2019



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## AGREEMENT

### INDEPENDENT WINONA EDUCATIONAL OFFICE PROFESSIONALS 2016-2019

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#### **ARTICLE I: PURPOSE**

**Section I. Parties:** THIS AGREEMENT, entered into between Independent School District No. 861, Winona, Minnesota, hereinafter referred to as the School Board and the Independent Winona Educational Office Professionals, hereinafter referred to as the exclusive representative pursuant to and in compliance with the Public Employment Labor Relations Act of 1971 as amended, hereinafter referred to as PELRA, to provide the terms and conditions of employment for clerical employees during the duration of this Agreement.

#### **ARTICLE II: RECOGNITION OF EXCLUSIVE REPRESENTATIVE**

**Section I. Recognition:** In accordance with the PELRA, the school district recognizes the Independent Winona Educational Office Professionals as the exclusive representative for clerical employees of Independent School District No. 861, which exclusive representative shall have those rights and duties as described by PELRA and as described in the provisions of this Agreement.

**Section II. Appropriate Units:** The exclusive representative shall represent all such employees of the district contained in the appropriate unit as defined in Article III, Section II of this Agreement and the PELRA and the Director of Mediation Services certification, if any.

**Section III. Officers:** The Association will elect members in the bargaining unit to act as officers which will be the President, Vice-President, Secretary, Treasurer and shall inform the employer in writing of such choices and changes in the positions. The Officers shall be permitted reasonable time to perform and discharge the duties which are properly assigned to them under terms of this agreement. The Officers shall be permitted reasonable time to process grievances without loss of time or pay during regular working hours. Officers shall be allowed reasonable time to transmit messages which have originated with and are authorized by the Association so long as the transmission of said messages does not interfere with their regular work assignment. The President/Vice-President shall be notified of all new hires, changes in classifications, and transfers of members.

#### **ARTICLE III: DEFINITIONS**

**Section I. Terms and conditions of Employment:** Shall mean the hours of employment, compensation therefore including fringe benefits, and the employer's personnel policies affecting working conditions of employees.

**Section II. Description of Appropriate Unit:** For purposes of this Agreement, the term clerical employees shall mean all persons (in the appropriate unit) employed by the School Board as: A11, A12, A13, B21, B22, B23, B32 and higher should a unit member be designated as such, excluding those employees whose service does not exceed 14 hours per week or who hold positions of a temporary or seasonal character for a period not in excess of 100 working days per calendar year.

**Section III. Other Terms:** Terms not defined in this Agreement shall have those meanings as defined by the PELRA.

## **ARTICLE IV: SCHOOL BOARD RIGHTS**

**Section I. Inherent Managerial Rights:** The exclusive representative recognizes that the school 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 II. Management Responsibilities:** The exclusive representative recognizes the right and obligation of the school board to efficiently manage and conduct the operation of the school district within its legal limitations and with its primary obligation to provide educational opportunity for the pupils of the school district.

**Section III. 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 of the school district. The exclusive representative also recognizes the right, obligation and duty of the school board and its duly designated officials to promulgate rules, regulation, 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. Any provision of this Agreement found to be in violation of any such laws, rules, regulations, directives or orders shall be null and void and without force and effect.

**Section IV. 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.

**Section V. Probationary Period:** Any entering employee shall fulfill a probationary period from date of hire to the first anniversary of the date to demonstrate satisfactory job performance. Such entering employees shall be subject to dismissal without hearing during the probationary period.

## **ARTICLE V: EMPLOYEE RIGHTS**

**Section I. 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 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 II. Right to Join:** Employees shall have the right to form and join labor or employee organizations and shall have the right not to form and join such organizations.

**Section III. Request for Dues Checkoff:** Employees shall have the right to request and be allowed dues checkoff for the employees organization of their selection, provided that dues checkoff and proceeds thereof shall not be allowed any employee organization that has lost its right to dues checkoff pursuant to 179.64 and 179.65 of the PELRA. Upon receipt of a properly executed authorization card of the employee involved, the school district will deduct from the employee's bi-monthly paycheck the dues that the employee has agreed to pay to the employee organization during the period provided in said authorization. Deductions may be terminated by the employee by giving thirty days' written notice to the school district business office to stop deductions. Deductions shall be made from each semi-monthly paycheck issued to the employee and transmitted to the designated organizations together with a list of names of the employees from who deductions were made.

**Section IV. Personnel Files:**

**Subd. 1.** Members of the office personnel staff shall be notified whenever any statement which is critical of them is made a matter of record and placed in their personnel files. No derogatory information shall be placed in a members file without that person's knowledge.

**Subd. 2.** If a member wishes to review this District personnel file, request shall be made to the Human Resource Department, who will schedule the review of the file. Nothing shall be removed from the personnel file prior to the review by the employee. The member shall have the right to reproduce any contents of the file at the member's expense 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.

**ARTICLE VI: CLASSIFICATIONS AND PAY**

**Section I. Classifications:** Employees represented by the exclusive representative herein shall be employed in classifications, namely: A11, A12, A13, B21, B22, B23, B32 and higher should a unit member be designated as such. Transfers from one classification to another classification shall be made at the discretion of the school district, but in no event shall a transfer decrease the earnings for the same time worked of any employee covered by this Agreement. The rates of pay within classifications listed shall be itemized by the schedule attached hereto as an addendum, and increases in pay shall move from step to step within the classification on July 1.

**Section II. Rates of Pay:** The rates of pay within a classification shall be part of this Agreement for a period commencing on July 1, 2016, to June 30, 2019. Employees shall be raised to the next step on July 1 of each year, however, employees shall not be raised to the next step during a negotiations year until said negotiations are complete. Employees must have begun employment prior to March 1 of the preceding year in order to be eligible for the step increase. The district shall endeavor to place entering employees at no higher than step three of their classification. The bargaining unit should be consulted before any exception is made.

**Section III. Advancing in Classification:** Employees transferred from one classification to another higher classification as provided in Section I of this article shall move to the same step presently occupied within the classification to which such employee is transferred. Employees transferred from one classification to another classification shall serve a six month

probationary period. In the event of unsatisfactory performance during the six month probationary period, the employee is eligible to return to the former classification.

**Section IV.** Each employee's annual salary will be paid over 24 checks. If an employee works less than twelve months they may elect to be paid over the length of their contract by submitting a written request to the payroll office by August 1<sup>st</sup> of each year.

**Section V. Deposit of Checks:** Each employee's pay shall be deposited electronically in any Automatic Clearing House (ACH) bank in the United States of America. The electronic data shall be taken to the financial institution for processing two business days before each pay day. Each employee shall furnish to the School District the following information:

1. Bank routing number
2. Bank account number for employee
3. Type of account (savings, checking)

After January 1, 1998, electronic deposit will be the only method used to pay employees. An electronic payroll remittance advice will be generated each payday for each employee listing the same items normally listed on a payroll check stub.

**Section VI. Change of Classification Procedures:** If the immediate supervisor or the employee believes that the classification of a job no longer describes the requirements of the position, the employee or the supervisor shall contact the Human Resources Director to advise on the development of a revised position description. The position description shall be prepared in the format prescribed by the Human Resources Director. The position description, once signed by the supervisor, shall be submitted to the Human Resources Director. Additional documentation explaining the specific changes in the position and supporting reclassification may be submitted with the position description. At the request of the employee or the Human Resources Director, a meeting may be held to discuss the revised position description. Upon review, the Human Resources Director shall reply to the reclassification request, in writing, to the administrator within 30 days. The decision may be appealed to the superintendent of schools.

**Section VII. Call Back Time:** There shall be a minimum two-hour pay for any employee required to perform functions related to their job after regular working hours, on weekends or holidays and on non-scheduled work days.

**Section VIII. Substitute Clerical Personnel:** A substitute employed to fill in for any clerical personnel covered by this agreement will be paid at the first step of the classification in which she or he is substituting. The district may, at its discretion, pay the substitute at a higher step, not to exceed step three, based on the skills and experience of the substitute.

When a regularly-employed bargaining unit employee is assigned to substitute in any way for another bargaining unit employee, they shall receive: if in a higher classification, they will receive the wages of his/her own step in the classification being worked, or if in a lower classification, they will receive their own wages. When a regularly employed bargaining unit employee applies for and is selected to serve in a position on a temporary or sporadic basis, they shall receive the wages of the classification being worked.

**Section IX.** Employees shall not be requested or required to take time off for overtime worked or to be worked; however, employees may request and receive at the discretion of their supervisor, time off as a method of paying for overtime hours to a maximum of 40 hours. Compensation time shall be at the appropriate overtime rate at which it was earned.

Compensation time off may be taken any time during the contract period with approval of the immediate supervisor, with a maximum carryover of 30 hours to the next fiscal year.

## **ARTICLE VII: SENIORITY**

**Section 1:** Seniority, for the purpose of this Agreement, shall be defined as follows: Continuous service in District 861 in a clerical/secretarial position with the date of record being the first date of employment in the District in said capacity. Movement from one classification to another does not change the seniority date. A seniority list shall be provided to each unit member by October 1 of each year.

**Section II:** Seniority shall terminate when an employee retires, resigns, or is discharged.

**Section III:** In the event it is determined by the School Board that it is necessary to reduce the work force, the administration will determine which position will be eliminated. The person in the position shall then bump the most junior person in her/his classification, provided the annual number of hours worked by the more senior employee are within 15% of the annual number of hours of the junior person. For example, a person who annually works 1000 hours could bump a person who works 1150 hours or less, but not a person who works 1155 annual hours. If there is no one in the same classification junior to the person holding the position to be eliminated, she/he shall bump the junior person in the next lower classification provided the annual number of hours worked by the more senior employee are within 15% of the annual number of hours of the junior person. When placing employees into positions, the district shall take into account the number of annual hours and benefits and attempt to place employees into comparable positions when possible. This process shall span no more than two classifications below the eliminated position. For example, if a B22 position is eliminated, the individual would bump first in her/his own class, and if there were no junior to her/him in B22, then in B21, and finally in A13. If there is no junior person in the categories involved, the individual would be placed on recall.

The unit member on recall would be entitled to the first open position in her/his classification, and would be required to return to it upon notification. Failure to do so would mean that the employee gives up her/his recall rights and is terminated. If a position within two grades below her/his classification opens, the person on recall must be notified and would have the option to return to such position or remain on the recall list.

It is recognized that secretarial and accounting positions are not comparable and a termination in an accounting area will not be considered to provide a job opening in a secretarial area, or vice versa. Neither shall a Secretary A12 termination allow that employee to take a Secretary B21 position where that secretary has less seniority, etc.

**Section IV:** In the event of termination implemented because of a work force reduction, the secretary who has been terminated shall be sent job opening notification from the Human Resources Office for a period of two years from the time of said termination. The job openings mailed from the Human Resources Office refer to those classifications referred to in this Agreement.

Under no circumstances shall the employer hire from the open market while employees are on the recall list, qualified to perform the duties of a vacant position, and are ready, willing and able and have notified the district that they are available to be re-employed. Upon returning to a district position the employee shall be placed on the same step on the salary schedule as occupied at the time of termination and shall be given credit on the seniority list for all years worked in a clerical capacity in the district prior to termination.

**Section V. Recall List:** Those secretaries on a recall list will be put on a substitute secretaries list to be called in case of absent secretaries provided they are qualified to do the job.

## **ARTICLE VIII: GROUP INSURANCE**

### Insurance Benefits

**Section 1. Selection of Carrier:** The insurance carriers currently utilized by the district and the insurance policies currently in effect shall be retained throughout the duration of the current policies or until they are terminated. Thereafter, the insurance committee shall explore insurance options. Employees shall be proportionally represented on that committee and shall participate in the selection of the insurance carriers and policies.

**Section II. Definition of full-time Employees:** For the purpose of this article regarding hospitalization, long-term disability insurance and life insurance a full-time employee shall be defined as one who is employed for 40 hours per week during the school year.

**Section III. Fractional Time Employee:** Fractional time unit members employed for at least 24 hours of full time receives a prorated contribution toward their insurance benefits, i.e. 80% of full time receives 80% of the district contribution toward the appropriate plan. Fractional time employees scheduled to work twelve months shall receive an additional prorated benefit based on the number of additional hours they work during summer. i.e. a 75% school year employee who works 40% over the summer will receive an additional 10% benefit for a total annual benefit of 85%.

**Section IV.** Insurance benefits shall be determined by teacher coverage.

#### **Section V. Health and Hospitalization Insurance:**

**Subd. 1. Single Coverage:** Through December 31, 2008, the district shall pay in full the annual premium for individual coverage for each person employed by the district who qualifies for and is enrolled in a district group single coverage health and hospitalization plan.

Beginning January 1, 2009, the district shall contribute an amount equal to the full annual premium and deductible of the district's group single coverage High Deductible Plan (HDP) for individual coverage for each person employed by the district who qualifies for and is enrolled in a district group single coverage health and hospitalization plan. District contributions for health insurance premiums will be spread evenly throughout the participation year. Any additional cost of the premium shall be borne by the employee and paid for by payroll deduction.

Each employee participating in the district's HDP will establish a qualifying Health Savings Account (HSA). The district will deposit the full single coverage annual deductible into the employee's HSA at the beginning of the insurance plan year for each person employed by the district who qualifies for and is enrolled in a district group single coverage health and hospitalization plan. Employee shall have the option to choose any one of the district's plans.



Subd. 2. Family Coverage: For full-time employees the district shall contribute an annual maximum of **\$12,360** toward a district sponsored group family health and hospitalization plan for the 2016-2019 school years. District contributions for health insurance premiums will be spread evenly throughout the participation year. Any additional cost of the premium shall be borne by the employee and paid for by payroll deduction.

Subd. 3. The district will continue to make its contribution to the health and accident insurance premiums for any disabled employee to age 65 or until he/she qualifies for social security or medicare. Such contribution will be limited to the amount of the district contribution in effect at the time of disablement, and is subject to the rules and regulations of the insurance carrier.

Subd. 4. Waiver of Coverage: The District shall contribute to the flexible spending account of the District 125 Plan of each individual who qualifies for health insurance and waives insurances an additional \$500 for expenses allowable under the plan. This amount shall be pro-rated for fractional time employees.

#### **Section VI. Dental Insurance:**

Subd. 1. Single Coverage: The school district shall pay in full the annual premium for individual coverage for each unit member employed by the school district who qualifies for and is enrolled in the school district group dental plan.

Subd. 2. Family Coverage: For each unit member employed by the school district who qualifies for and is enrolled in the group dental plan, the district will pay the amount negotiated into the contracts for other groups in the district.

Subd. 3. Fractional Time Employees: Fractional time unit members employed for at least 24 hours of full time receives a pro-rated contribution toward their insurance benefits, i.e. 80% of full time receives 80% of the district contribution toward the appropriate plan.

**Section VII. Life Insurance:** The school district shall contribute the full premium cost for life insurance for each full-time covered employee who is qualified for and is enrolled in the school district life insurance plan. Early retirees may stay in the life insurance group until age 65 at their own expense but at the group rate. (Early retirees means a retiree member of the Independent Winona Educational Office Professionals, who is at least 55 years of age, less than 65 years of age, and has worked a minimum of 15 years for the Winona School District.)

**Section VIII. Long-Term Disability Insurance:** The school district shall contribute the full premium for long-term disability insurance for each full-time covered employee employed by this school district who qualifies and is enrolled in the school district group long-term disability insurance plan.

**Section IX. Duration of Insurance Contribution:** An employee is eligible for district contributions as provided in this article as long as that employee is employed by the school district and is a full-time covered employee. Upon termination of employment, or limitation of employment to less than full-time status, all district participation and contributions shall cease effective on the last work day as a full-time employee, provided, however, that employees who retire or have elected early retirement shall have the option covered in Section 5, Subd. 3. Those

qualifying for early retirement at 55 years and older are eligible to stay in the plan by paying the premium until age 58 when the District begins to pay for the premium as per Section 5, Subd. 3.

**Section X. Liability Insurance:** The school district shall provide liability insurance to cover office personnel in the performance of their daily duties.

## **ARTICLE IX: LEAVES OF ABSENCE**

**Section I. Sick Leave** Sick leave will accrue on an hourly basis.

Subd. 1: All employees whose regular work year is 12 months shall earn sick leave at the rate of fifteen days for each full year of service in the employ of the school district.

Employees who regularly work 25 hours per week or more and more than nine months, but less than twelve months, per year shall earn sick leave at the rate of twelve days per year.

Employees who are regularly employed three, but less than five, hours per day in a regular work assignment for a minimum of nine consecutive months shall be granted sick leave at the rate of six days per year accumulative to 70 days.

Employees shall earn 50% of the sick leave benefit during the first year of employment. A new employee starting employment subsequent to July 1 shall earn sick leave for that year directly in proportion to the number of months the employee will work between the date of employment and the next June 30.

Subd. 2: Unused sick leave days may accumulate to maximum credit of 215 days of sick leave per employee except as noted above. At no time shall the accumulated sick leave be used until the current year's allocation has been used.

Subd. 3.: Sick leave shall be allowed by the school 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. 3A: Employees may use eight sick leave days for family illness. For purposes of this article family is defined as child, grandchild, stepchild, sibling, spouse, parent, or spouse's parent. Use of sick leave for absences due to the illness of or injury to the employee's dependent child under the age of eighteen, or under age twenty if still attending secondary school, shall be allowed for such reasonable periods as the employee's attendance with the child may be necessary, on the same terms as sick leave for the employee. Medical certification may be required by the district.

Hours used under this provision are reduced from hours available pursuant to Minnesota Statute, Chapter 181.

Subd. 4: The school district may require an employee to furnish a medical certificate from a qualified physician as evidence of illness indicating such absence was due to illness in order to qualify for sick leave pay. However, the final determination of the eligibility of an employee for sick leave is reserved to the school district.

Subd. 5: Sick leave allowed shall be deducted from the accrued sick leave days earned by the employee.

Subd. 6: An employee that has passed their probationary period and is unable to perform the duties of employment because of personal illness or injury shall be granted, upon request and certification by the attending licensed physician of inability to perform such duties, a leave of absence up to one year without pay. Requests for extension of a year's leave may be granted at the discretion of the school board. The school district shall continue payment of the district's share of insurance premiums during the employee's absence not to exceed one year. An employee who is granted such leave shall notify the superintendent of schools of his/her intention to return by 30 days prior to the end of said leave.

Subd. 7: Any office personnel unable to perform duties of employment because of pregnancy or any medical complications of pregnancy, childbirth or recovery therefrom, may begin leave upon certification from the attending licensed physician that the person is unable to perform such duties, and the office personnel shall be entitle to sick leave without loss of pay to the extent provided by the above. Leave in excess of unused sick leave credit of such personnel shall be treated as a leave of absence without pay during the period such personnel is unable to work due to the pregnancy or any medical complication of pregnancy, childbirth, or recovery therefrom.

Subd. 8: Sick leave benefits shall not be granted to persons for injuries received while employed by any individual or firm other than the school district.

Subd. 9: An unpaid leave of absence may be granted for health reasons if recommended by the attending physician in writing and approved by the administration and school board. An unpaid leave of absence may be granted for other reasons if approved by the administration and school board.

Subd. 10. Leave of Absence: Should an unpaid leave of absence be granted to an employee, upon returning from the leave, the employee shall be placed on the same step and will retain the original seniority date as when they left.

Subd. 11. Donation of Sick Leave: One clerical employee may be eligible to donate up to 25 sick leave hours annually to another clerical employee if the following conditions are met:

1. The clerical employee donating the sick leave must have a minimum of 200 hours of sick leave accumulated and submit a sick leave donation form authorizing the donation to the business office.
2. The clerical employee receiving the sick leave donation must submit to the district certification by the attending licensed physician of inability to perform duties.
3. The clerical employee receiving the sick leave must have utilized all existing leaves and suffered three days without pay prior to utilizing sick leave that has been donated.

If the employee receives sick leave in excess of time certified by the physician, the remaining hours will be allocated back to the employees that donated the hours.

Subd. 12. Sick Leave Incentive: If an employee uses two days or less per contract year of sick leave, she/he will receive a day of compensation time for use in the next contract year. Employees who resign or retire from the district and have earned this day shall be paid for the day on the final check. Sick leave donated as per Subd. 11 is not considered as a use of sick leave when determining if an employee is eligible for the sick leave incentive, all other uses of sick leave shall be considered.

**Section II. Leaves for Job Related Injuries:**

Subd. 1: Upon request of an employee who is absent from work as a result of a compensable injury, while working for the school district, under the provisions of the Workers' Compensation Act, the school 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 leave and/or vacation pay. This paragraph may be effectuated on the delivery by the school district to the employee of a paycheck for said employee's regular rate of pay during the affected period when and after the employee endorses to the district the employee's workers' compensation check or has said amount of worker's compensation check deducted from gross wages on paycheck.

Subd. 2: A deduction shall be made from the employee's accumulated vacation or sick leave accrual time according to the pro-rate portions of days of sick leave or vacation time which is used to supplement the workers' compensation.

Subd. 3: Such payment shall be made by the school 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 leave or vacation pay result in the payment of a total daily, weekly or monthly compensation that exceeds the normal compensation of the employee.

**Section III. Vacations:** Vacation is accrued on July 1 of each year. If an employee has not served a full year, as of July 1, their vacation accrual of the first year shall be pro-rated based on the actual number of hours worked.

For purposes of determining when an employee is eligible to move from one vacation category to the next, the first year shall be considered a full year if the employee has worked a minimum of eight months.

Full-time Accrual (rates effective 7/01/16)

One through three years of service – earn 104 hours to use the following year.

Beginning with the fourth year through five years of service – earn 112 hours to use the following year.

Beginning the sixth year through ten years of service – earn 144 hours to use the following year,

Beginning the eleventh year through the twentieth years of service – earn 184 hours to use the following year.

Beginning the 21<sup>st</sup> year of service and thereafter – earn 192 hours to use the following year.

Full-time employees may carry over 80 hours of vacation. Unused vacation in excess of the allowable carryover will be paid out at 50% of the employees hourly wage.

Employees eligible for vacation benefits shall move from one accrual level to the next based on their years of service to the district.

#### Part-time Accrual

Employees regularly scheduled to work a minimum of 20 hours per week and scheduled to work a year consisting of fifteen working days more than the contract period for licensed staff members employed in grades K through 12 shall earn prorated vacation benefits. It is understood that holidays are not considered days worked. Employees hired prior to March 1, 2008 that are regularly scheduled to work a minimum of 20 hours per week and scheduled to work a year consisting of five working days more than the contract period for licensed staff members employed in grades K through 12 shall earn prorated vacation benefits.

Prorated benefits will be calculated based on the expected number of hours worked annually, i.e., if an employee works 1040 hours per year they will receive a benefit equal to 50% or 52 hours of vacation per year and may carry over 40 hours of vacation.

Part-time employees regularly scheduled to work 19 hours per week or less are not eligible for vacation benefits.

When an employee's services are terminated with the district, except for discharge for cause, vacation pay shall be computed and paid for on a prorated basis of the time worked in the year under consideration.

Subd. 1: Any vacation earned under Section III of this article shall be deemed to be available to the employee only at the conclusion of the work year. For this purpose a work year is defined as being completed at the end of the day, June 30, except that an employee may carry forward a maximum of eighty (80) hours vacation. Unused vacation will be reimbursed at 50% of the employees hourly wage. Vacations may be started between May 15 and July 1 with special permission of employees immediate supervisor.

Subd. 2: Vacation time shall be granted after submission of a signed request to the immediate supervisor.

Subd. 3: If a holiday falls in the vacation period, the holiday shall not count as a day of vacation.

**Section IV. Vacations Without Pay:** During the school year certain areas of the school district do not function. Therefore, vacations during these periods shall be given without pay to the affected employees as follows: for those who have a regular schedule of work providing less than twelve months of employment shall have the entire duration of Christmas and spring classroom recesses as vacations without pay. In addition, the two days during the MEA and MFT conventions shall also be considered vacations without pay. The immediate supervisor may require that the employees work during all or a part of these periods. The immediate supervisor shall secure prior approval from the director of human resources. The hours the

employee then works during these periods will be reported to the business office by voucher signed by the immediate supervisor and the director of human resources.

**Section V. Child Care Leave:**

Subd. 1: Unpaid child care leave shall be granted by the district upon request delivered at least one month prior to the time such leave is to be taken. Such leave may be for periods extending beyond a period of time the employee is unable to work due to pregnancy, childbirth, or recovery therefrom, but shall be for no longer than one full year from the date of the commencement of such leave. The leave shall be granted only in cases where the employee requests such leave for the purposes of attending to a newborn or newly adopted child.

Subd. 2: Employees on child care leave will continue to be covered, for a twelve week period, under the district's group health insurance plan and life insurance plan under the same conditions as coverage would have been provided if they had been continuously employed during the leave period. This twelve week period includes the period in which sick leave has been utilized for the birth of a child. Beyond the twelve week period, employees may continue the insurance programs of the district by paying the full premiums regularly. This twelve week period of insurance coverage is provided per FMLA and may only be utilized once during the twelve month period from July 1 to June 30. Under FMLA this twelve week period may be intermittent.

Subd. 3: If a child care leave extends into two different school years, the administration shall assign the returning employee to a position in the system for which the employee is qualified.

Subd. 4: If a child care leave commences and ends during a single school year, the returning employee shall assume the same position the employee had upon leaving.

**Section VI. Bereavement Leave:** Full pay for absence not to exceed five (5) days shall be granted to all regular employees upon the death of a member of the immediate family. Immediate family as used in this section shall relate to the mother, father, sister, brother, husband, wife, life partner with whom the employee resides, son, daughter, son-in-law, daughter-in-law, sister-in-law, brother-in-law, niece, nephew, aunt, uncle, grandparents and grandchildren of the person applying for such leave. The above shall apply to the same relative of wife or husband of the employee as the case may be. An employee shall be granted bereavement leave for the actual time required to attend the funeral of a friend or colleague, not to exceed three days.

**Section VII. Personal Days:** Employees that are not eligible for vacation shall be granted 3 days of personal leave each year without loss of pay. Such leave shall be pro-rated for part-time employees, based on the number of hours worked each day. Use of personal days requires pre-approval of the administrative supervisor. Unused personal days shall not be paid out but may be carried over to a maximum of ten (10) days. At no time shall an employee bank more than ten (10) personal days.

Employees hired into positions that earn vacation shall be granted 3 days of personal leave, non-cumulative, during the first year of employment during which time they are unable to utilize vacation days they are accruing. Personal days remaining at the end of the year shall be forfeited.

**Section VIII. Jury Duty:** An employee who is called for jury duty shall be compensated for the difference between the employee's regular salary and the pay received for such application for the period he/she is away from his/her employment assignment.

**Section IX. Testimonial Duty:** An employee who is called to testify before any judicial tribunal in mediation, negotiation and arbitration proceedings shall be compensated for the period he/she is away from his/her assignment.

**Section X. Vacation and Sick Leave Notice:** The Payroll Office shall notify unit members of vacation and sick leave days on or before October 1, and upon employee request.

**Section XI. Educational Leave:** Employees with a minimum of five (5) years of service to the district may apply to the district for an unpaid educational leave of absence of up to one (1) year to pursue further education or training that will benefit the district. During this approved leave the employee may continue the insurance programs of the district by paying the full premiums regularly. During the approved leave the employee shall not accrue seniority, years of service, or advance on the pay scale. Upon return, the employee shall be placed in a position for which they are qualified, of equal classification. If no such position exists, the process outlined in Article VIII, Section III shall be followed.

## **ARTICLE X: PAID HOLIDAYS**

**Section I.** All employees who work twelve months of the year shall receive the following paid holidays:

|                             |                   |
|-----------------------------|-------------------|
| Independence Day            | Christmas Eve Day |
| Day Before Independence Day | Christmas Day     |
| Labor Day                   | New Year's Day    |
| Thanksgiving Day            | Good Friday       |
| Day after Thanksgiving      | Memorial Day      |
| New Year's Eve Day          |                   |

If any of these holidays fall on Saturday or Sunday, another day off shall be given as agreed with the appropriate immediate supervisor. All other employees shall receive the following paid holidays:

|              |                        |
|--------------|------------------------|
| Labor Day    | Day after Thanksgiving |
| Thanksgiving | Memorial Day           |
| Good Friday  | Christmas Day          |

Employees shall be paid Christmas Eve Day and a New Year's Day if the week in which the holiday falls is worked in full as requested by the immediate supervisor and such employment is approved as outlined in the section dealing with vacations without pay.

## **ARTICLE XI: RETIREMENT**

**Section 1:** Employees who have completed at least 15 continuous years of service with District 861, who are at least age 55 as of June 30 in the school year during which an application for a retirement incentive is made shall be eligible for the retirement incentive upon

submission of a written request for retirement to the school board.

**Section II:** Full time service in District 861 schools for a period not less than 15 total years is mandatory in order to be eligible for the full retirement incentive detailed in this article. Full time service for this article is defined as a minimum of eight hours per day for a period of days equal or greater than the number of annual student days.

**Section III:** Full time employees will receive \$40,000 which will be placed into a Post-Retirement Healthcare Account under the supervision of the Minnesota State Retirement System. The \$40,000 will be placed in the employee's account by September 1 of the year of retirement unless the request for retirement was not submitted by June 1 in which case the \$40,000 will be placed in the employees account within 90 days of submission of the written request for retirement.

**Section IV:** Employee's who are participating in the districts health insurance program at the time of retirement shall be eligible to remain in the existing program at their own expense. The employees spouse may remain on the program at his/her own expense until he/she is eligible for Medicare.

If the retiring employee elects district-sponsored health insurance, the district will pay the monthly premium through the end of the calendar year in which the employee retires. The total premium amount from the date of retirement until the end of the current calendar year will be calculated at the time of retirement and deducted from the employee's retirement incentive. The remainder will be deposited into Post-Retirement Healthcare Account under the supervision of the Minnesota State Retirement System.

**Section V:** A retirement incentive will not be paid to any employee who has been discharged by the district.

**Section VI:** Any amount of unemployment insurance which the employee received and for which the district is required to pay into the unemployment compensation fund pursuant to Section 268.06, Subd. 25, at any time after the employee has terminated employment with the district may be deducted by the district from the amount of the employee's retirement incentive or recovered by the district from the employee up to the amount of the retirement incentive.

**Section VII:** Employees eligible for the retirement program shall have the payment amount reduced by the total matching 403b dollars paid by the district over the employee's career unless such a reduction has been made to the severance benefit as per Section 11 of this Article.

**Section VIII. Fractional Time Employees.** Fractional time employees shall be eligible for a prorated payment into the Post-Retirement Healthcare Account under the supervision of the Minnesota State Retirement System. The pro-ration shall be based on the pro-ration of health care benefits for fractional time employees that the retiring employee was eligible for over the past five years.

**Section IX. Post-Retirement Healthcare Account:** Starting with the 2009-2010 school year, the School District will make a contribution to a Post-Retirement Healthcare Account under the supervision of the Minnesota State Retirement System. Contributions made by the district



will reduce the retirement or severance owed to the employee upon retirement. Contributions will be made by the district on or about November 1<sup>st</sup> of each year. Employees scheduled to work more than twenty-four (24) hours per week, during the school year, will be eligible for amounts as indicated below:

| Years of Service in the District     | District Contribution |
|--------------------------------------|-----------------------|
| 6-10                                 | \$432                 |
| 11-14                                | 480                   |
| 15-20                                | 600                   |
| Beginning with 21 <sup>st</sup> year | 840                   |

An employee must have completed six years of service, at a minimum of twenty-four (24) hours per week, during the school year, in order to qualify for the amounts listed above. Beginning with the employees 11<sup>th</sup> year of full time service he/she will move to the next level of contribution.

If an employee is eligible for retirement or severance under this contract, the retirement incentive or severance owed to said employee shall be reduced by the amount of dollars paid by the district to the employee over her or his career. Employees eligible for retirement incentive and severance shall have the incentive or severance amount reduced by the total dollars paid by the district over the employee's career.

**Section X. Severance Pay:** Employees who have completed at least 15 consecutive years of full or part time service with District 861 and who are at least age 55, or employees who qualify for early retirement under rule of 90 as prescribed by PERA, shall be eligible for severance pay upon submission of a written resignation accepted by the school board. Qualified employees shall receive severance equal to \$4.50 an hour for each unused sick leave.

Subject to the limitations listed below, the school district will contribute an amount equal to the value of the employee's severance pay directly into the retiree's 403 (b) account. The retiree will not receive any direct payment from the school district for severance pay. The retiree shall provide the district with the allowable maximum contribution level for the year in which the severance will be paid. The severance payment shall be paid by the district in one payment made on or about January 15 of the year immediately following the resignation or retirement, unless the severance amount exceeds the allowable maximum contribution level, in which case the remainder of the payment will be made the following January 15<sup>th</sup>.

Employees eligible for severance shall have the payment amount reduced by the total matching 403b dollars paid by the district over the employee's employment unless such a reduction has been made to the retirement benefit as per Article XI, Section 7.

## **ARTICLE XII: MISCELLANEOUS PROVISIONS**

**Section I. Emergency Day:** In the event of an emergency day the employee shall confer with their supervisor as to whether they should report to work. If the employee cannot get to work due to road conditions, the employee should contact their immediate supervisor and arrange for a late start. Time lost to a late start can be accommodated as prescribed in the next sentence. In the event a full day is lost, the supervisor will direct when and how the day is made up. In the event the day is not required to be made up, and the employee does earn vacation, the

employee may use sick leave or vacation thereafter. In the event the day is not required to be made up and the employee is not eligible to earn vacation the employee may use sick leave or personal day.

If school has already started for the day and subsequently has to be suspended due to weather or other emergencies, employees may leave at the discretion of their administrative supervisor and shall be paid for their assigned day. An employee must be working at the time school is suspended in order to be paid for the day.

**Section II. Notification of Job Openings:** When a new position or position vacancy occurs within the employers jurisdiction, vacancy notices shall be on file in the administrative office area of each building or program location for employee review. The four officers of the unit will receive, via email, vacancy notices. Any qualified employees from existing staff applying for a vacancy or a new position and not selected to interview, at the employees written request, the employee may meet with the Director of Human Resources for the purpose of receiving feedback as to why he/she was not selected for an interview. As positions/vacancies are filled, the District will notify the executive Board within five days with the name of the new hire.

**Section III. Dissemination of Policies:** Each employee shall be given a copy of this Agreement within 30 days of ratification. At the time a new employee is placed on the payroll that employee shall be given a copy of this Agreement.

**Section IV. Strike or Work Stoppage:** In the State of Minnesota participation in any strike is limited to those represented by the striking union. It is illegal to withhold services in part or in full from the performance of the duties of employment. Therefore, members of the secretarial/clerical organization shall report for work in case of a strike by other groups and shall continue to perform services until the School Board determines that said services are no longer necessary. The administrators will attempt to provide work to all employees for the duration of the strike.

**Section V. Mileage:** If clerical persons are required to use their car for school business, mileage will be reimbursed at the IRS rate. The district will pay a minimum of \$1 for any school travel for each start-up.

**Section VI. Reduction of Staff:** Bargaining unit employees shall be notified by May 1 of known decreases in clerical staffing for the next school year, to include reductions in positions and in hours. It is recognized by both parties that conditions may result in reductions becoming known only after May 1.

**Section VII. Meet and Confer Sessions:** Individual meet and confer sessions can be requested by either district administration or the exclusive representative. Each party shall choose its representatives for such meetings. The purpose of such meetings shall include discussion of contract administration questions and mutual concerns of the workplace.

## **ARTICLE XIII: HOURS OF SERVICE**

**Section I. Basic Work Week:** A regular work week shall consist of forty hours exclusive of lunch for full time employees.

**Section II. Less than Full Time Employees:** The school district reserves the right to employ such personnel as it deems desirable or necessary for less than forty hours per week and less than 52 weeks per year or on a part-time or casual basis.

**Section III. Shifts and Starting Time:** All employees will be assigned starting time, shifts, length of day and length of year of employment as determined by the school district.

**Section IV. Lunch Period:** Employees scheduled to work seven to eight hours per day shall be provided an unpaid duty-free lunch period of at least thirty minutes. Employees scheduled to work less than seven hours per day may waive the unpaid duty-free lunch with approval of supervisor.

**Section V. Rest Period:** All employees who work six and one half (6.5) hours per day and longer are entitled to a fifteen minute rest period in the morning and in the afternoon. Employees who work four hours, but less than six and one half (6.5) hours per day, are entitled to one fifteen minute rest period per day. Employees who work less than four hours per day are not entitled to a rest period. Such rest periods are to be used as a break mid-morning and/or mid-afternoon to provide a brief rest from the duties of the employee. Employees may not forego a rest period to use the equivalent time to leave their place of employment earlier than the normal time prescribed for the work day to end.

## **ARTICLE XIV: GRIEVANCE PROCEDURE**

### **Section I. Definition of Terms and Interpretations:**

**Subd. 1. Grievance:** A “grievance” shall mean a dispute or disagreement as to the interpretation or application of any term or terms of any contract required by the PELRA between Independent School District 861 and the authorized representative. A “grievance” relating to a policy of the school district will be carried through level three (3) of this procedure.

**Subd. 2. Aggrieved:** Any person or group of persons within the appropriate unit having a grievance.

**Subd 3. Administrative Supervisor:** The immediate supervisor to whom the aggrieved is responsible.

**Subd 4. Grievance Committee:** The committee appointed by the exclusive representative.

**Subd. 5. Disposed:** A settlement of a grievance to the satisfaction of both parties which has been reduced to writing.

**Subd. 6. Extension:** Time limits specified in this procedure may be extended by mutual agreement.

**Subd. 7. Days:** 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. 8. 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. 9. Filing and Postmark: The filing or services of any notice or document herein shall be timely if it bears a postmark of the United States mail within the time period.

**Section II. Representative:** The aggrieved, 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 their behalf.

**Section III. Time Limitations and Waiver:** Grievances shall not be valid for consideration unless the grievance is submitted in writing in the form herein prescribed to the Administrative Supervisor, setting forth the facts and the specific provision of the Agreement allegedly violated and the particular relief sought within twenty (20) days of the knowledge of the event giving rise to the grievance. Failure to file any grievance within such period shall be deemed a waiver thereof. Failure to appeal a grievance from one level to another within the time periods hereafter provided shall constitute a waiver of the grievance.

**Section IV. Informal Discussion:** In the event that an individual or group of individuals believes that there is a basis for a grievance, he/she or they may first discuss the alleged grievance with his/her or their administrative supervisor either privately or accompanied by a representative of the grievance committee without having reduced the grievance to writing.

**Section V. Adjustment of Grievance:** the school board and the aggrieved shall attempt to adjust all grievances which may arise during the course of employment of any member of the exclusive representative in the following manner:

Subd. 1. Level I: The aggrieved shall file a grievance, in the form herein provided, with his/her administrative supervisor within twenty (20) days of knowledge of the event giving rise to the grievance. If the grievance is not disposed of the administrative supervisor 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 disposed of in Level I, the decision rendered may be appealed to the superintendent of schools, provided such appeal is made in writing, in the form herein provided, within five (5) days after receipt of the decision in Level I. If a grievance is so 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 disposed of in Level II, the decision rendered may be appealed to the school board, provided such appeal is made in writing, in the form herein provided, within five (5) days after receipt of the decision in Level II. If a grievance is so appealed to the clerk of the school board, the school board shall set a time to hear the grievance within twenty-five (25) days after receipt of the appeal. Within twenty-five (25) days after the meeting, the school board shall issue its decision, in writing, to the parties involved. At the option of the school board, a committee of the board may be designated by the board to hear the appeal at this level, and report its findings and recommendations to the school board. The school board shall then render its decision.

**Section VI. School Board Review:** The school board reserves the right to review any decision issued under Level I or Level II of this procedure provided the school board or its representative notify the parties of its intention within ten (10) days after the decision has been rendered. In the event the school board reviews a grievance under this section, the school board reserves the right to reverse or modify such decision. Such notification by the board automatically advances the grievance to Level III.

**Section VII. Denial of Grievance:** Failure by the school board or its representative to issue a decision within the time periods provided herein shall constitute a denial of the grievance and the aggrieved may appeal it to the next level.

**Section VIII. Level II Initiation:** A grievance that affects a group of members of the exclusive representative involving more than one administrative supervisor and all salary determination grievances shall be initiated at level III.

**Section IX. Arbitration Procedures:** In the event the aggrieved and the school board are unable to resolve any grievance, any grievance may be submitted to arbitration as defined herein.

**Subd. 1. Request:** A request to submit a grievance to arbitration must be in writing, in the form provided herein, signed by the aggrieved, and such request must be filed in the office of the superintendent within ten (10) days following the decision in Level III of the grievance procedure.

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

**Subd. 3. Selection of Arbitrators:** Upon the proper submission of a grievance under the terms of this procedure, the parties shall, within ten (10) days after the request to arbitrate, attempt to select an arbitrator. The grievance shall be heard by a single arbitrator if such arbitrator can be selected. In the event no agreement between the parties can be reached within the ten day period, either party may request to proceed according to the rules and regulations of the Public Employees Labor Relations Board of the State of Minnesota. The parties shall request that the appointment pursuant to the Public Employees Labor Relations Act shall be made within thirty days following the receipt of such request.

**Subd. 4. Hearing:** Either party may be represented by such person or persons as they may choose at the arbitration hearing, and each party shall have the opportunity to submit evidence, offer testimony and to make oral and written arguments pursuant to the rules of the Public Employees Labor Relations Act. Neither party shall be permitted to assert any ground or to rely on evidence not previously disclosed to the other party at the time of the arbitration procedure.

**Subd. 5. Decision:** The decision by the arbitrator shall be rendered within thirty (30) days after the close of the hearing. Decisions by the arbitrator in cases properly before him shall be final and binding upon the parties, subject however, to the limitations of arbitration decisions as provided in PELRA.

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

## **ARTICLE XV: DURATION**

**Section I. Term and Reopening Negotiations:** This Agreement shall remain in full force and effect for a period commencing July 1, 2016, through June 30, 2019, and thereafter until modifications are made pursuant to the PELRA. If either party desires to modify or amend this Agreement commencing at its expiration, it shall give written notice of such intent no later than 90 days prior to said expiration.

**Section II. Effect:** This Agreement constitutes the full and complete Agreement between the school district and the exclusive representative representing the employees. The provisions herein relating to terms and conditions of employment supersedes any and all prior Agreements, resolutions, practices, school district policies, rules or regulations concerning terms and conditions of employment inconsistent with these provisions.

**Section III. Severability:** The provisions of this Agreement shall be severable, and if any provision thereof or the application of any such provision under any circumstances is held invalid, it shall not affect any other provisions of this Agreement or the application of any provision thereof.

**APPENDICES**

**LEVEL I GRIEVANCE REPORT FORM, DISTRICT 861, WINONA**

Name of Grievant \_\_\_\_\_ School \_\_\_\_\_

Address of Grievant \_\_\_\_\_ Home Phone \_\_\_\_\_

Building \_\_\_\_\_ Assignment \_\_\_\_\_ Principal \_\_\_\_\_

(This form is to be filed in duplicate to the administrative supervisor)

Grievance # \_\_\_\_\_ (for use by the Grievance Committee only)

Date filed \_\_\_\_\_

Grievance Representative

Additional statement may be attached if necessary

Date Knowledge of Grievance Occurred: \_\_\_\_\_

Statement of Grievance: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Relief Sought: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature of Grievant

\_\_\_\_\_  
Date

Disposition by Administrative Supervisor: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Position of Grievant: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature of Grievant

\_\_\_\_\_  
Date

Position of Grievance Committee: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature of Grievant

\_\_\_\_\_  
Date

**LEVEL II GRIEVANCE REPORT FORM, DISTRICT 861, WINONA**

Name of Grievant \_\_\_\_\_ School \_\_\_\_\_

Address of Grievant \_\_\_\_\_ Home Phone \_\_\_\_\_

Building \_\_\_\_\_ Assignment \_\_\_\_\_ Principal \_\_\_\_\_

(This form is to be filed in duplicate to the school superintendent)

Grievance # \_\_\_\_\_ (for use by the Grievance Committee only)

Date filed \_\_\_\_\_

Grievance Representative

Additional statement may be attached if necessary

Date Knowledge of Grievance Occurred: \_\_\_\_\_

Statement of Grievance: \_\_\_\_\_

\_\_\_\_\_

Relief Sought: \_\_\_\_\_

\_\_\_\_\_

Disposition by Superintendent: \_\_\_\_\_  
Signature of Grievant \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_

Position of Grievant: \_\_\_\_\_  
Signature of Superintendent \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_

Position of Grievance Committee: \_\_\_\_\_  
Signature of Grievant \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_

Signature of Grievant \_\_\_\_\_ Date \_\_\_\_\_



**LEVEL III GRIEVANCE REPORT FORM, DISTRICT 861, WINONA**

Name of Grievant \_\_\_\_\_ School \_\_\_\_\_

Address of Grievant \_\_\_\_\_ Home Phone \_\_\_\_\_

Building \_\_\_\_\_ Assignment \_\_\_\_\_ Principal \_\_\_\_\_

(This form is to be filed in duplicate to the School Clerk & President of the School Board.)

Grievance # \_\_\_\_\_ (for use by the Grievance Committee only)

Date filed \_\_\_\_\_

Grievance Representative

Additional statement may be attached if necessary

Date Knowledge of Grievance Occurred: \_\_\_\_\_

Statement of Grievance: \_\_\_\_\_

\_\_\_\_\_

Relief Sought: \_\_\_\_\_

\_\_\_\_\_

Disposition of School Board: \_\_\_\_\_  
Signature of Grievant \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_

Position of Grievant: \_\_\_\_\_  
Signature of Board President \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_

Position of Grievance Committee: \_\_\_\_\_  
Signature of Grievant \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_

Signature of Grievant \_\_\_\_\_ Date \_\_\_\_\_

**REQUEST FOR ARBITRATION FORM, DISTRICT 861, WINONA**

Name of Grievant \_\_\_\_\_ School \_\_\_\_\_

Address of Grievant \_\_\_\_\_ Home Phone \_\_\_\_\_

Building \_\_\_\_\_ Assignment \_\_\_\_\_ Principal \_\_\_\_\_

(This form is to be filed in duplicate to the Superintendent of Schools.)

Grievance # \_\_\_\_\_ (for use by the Grievance Committee only)

Date filed \_\_\_\_\_

Grievance Representative

Additional statement may be attached if necessary

Date Knowledge of Grievance Occurred: \_\_\_\_\_

Date Decision Rendered by School Board: \_\_\_\_\_

Statement of Grievance \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Relief Sought: Arbitration

\_\_\_\_\_  
Signature of Grievant

\_\_\_\_\_  
Date

**INDEPENDENT WINONA EDUCATIONAL OFFICE PROFESSIONALS  
PAY SCHEDULE**

**2016-2017 Salary Schedule**

| Lane / Step | A-1-1 | A-1-2 | A-1-3 | B-2-1 | B-2-2 | B-2-3 | B-3-2 |
|-------------|-------|-------|-------|-------|-------|-------|-------|
| 2           | ---   | ---   | ---   | ---   | ---   | ---   | ---   |
| 3           | ---   | ---   | ---   | ---   | ---   | ---   | ---   |
| 4           | 10.90 | 11.96 | 12.02 | 13.54 | 14.10 | 14.90 | 15.62 |
| 5           | 11.42 | 12.57 | 12.51 | 14.13 | 14.65 | 15.49 | 16.36 |
| 6           | 11.93 | 13.11 | 13.17 | 14.91 | 15.25 | 16.07 | 17.15 |
| 7           | 12.25 | 13.41 | 13.71 | 15.29 | 15.84 | 16.65 | 17.94 |
| 8           | 13.20 | 14.36 | 14.06 | 15.87 | 16.41 | 17.25 | 18.80 |
| 9           | 13.53 | 14.72 | 14.99 | 16.48 | 16.99 | 17.82 | 19.69 |
| 10          | 13.66 | 14.87 | 15.36 | 17.03 | 17.58 | 18.36 | 20.60 |
| 11          | ---   | ---   | 15.51 | 17.52 | 18.05 | 18.90 | 21.56 |
| 12          | ---   | ---   | ---   | 17.96 | 18.94 | 19.54 | 22.57 |
| 13          | ---   | ---   | ---   | 18.90 | 19.44 | 20.01 | 23.53 |
| 14          | ---   | ---   | ---   | 19.38 | 20.36 | 20.96 | 24.47 |
| 15          | ---   | ---   | ---   | 19.57 | 21.12 | 21.77 | 25.09 |
| 16          | ---   | ---   | ---   | ---   | 21.34 | 21.98 | 25.34 |

**2017-2018 Salary Schedule**

| Lane / Step | A-1-1 | A-1-2 | A-1-3 | B-2-1 | B-2-2 | B-2-3 | B-3-2 |
|-------------|-------|-------|-------|-------|-------|-------|-------|
| 2           | ---   | ---   | ---   | ---   | ---   | ---   | ---   |
| 3           | ---   | ---   | ---   | ---   | ---   | ---   | ---   |
| 4           | 11.12 | 12.20 | 12.26 | 13.81 | 14.38 | 15.20 | 15.93 |
| 5           | 11.65 | 12.82 | 12.76 | 14.41 | 14.94 | 15.80 | 16.69 |
| 6           | 12.17 | 13.37 | 13.43 | 15.21 | 15.55 | 16.39 | 17.49 |
| 7           | 12.50 | 13.68 | 13.98 | 15.60 | 16.16 | 16.98 | 18.30 |
| 8           | 13.46 | 14.65 | 14.34 | 16.19 | 16.74 | 17.59 | 19.17 |
| 9           | 13.80 | 15.01 | 15.29 | 16.81 | 17.33 | 18.18 | 20.08 |
| 10          | 13.93 | 15.16 | 15.67 | 17.37 | 17.94 | 18.73 | 21.02 |
| 11          | ---   | ---   | 15.83 | 17.87 | 18.42 | 19.28 | 21.99 |
| 12          | ---   | ---   | ---   | 18.32 | 19.32 | 19.93 | 23.02 |
| 13          | ---   | ---   | ---   | 19.28 | 19.83 | 20.41 | 24.00 |
| 14          | ---   | ---   | ---   | 19.77 | 20.77 | 21.38 | 24.96 |
| 15          | ---   | ---   | ---   | 19.97 | 21.55 | 22.20 | 25.59 |
| 16          | ---   | ---   | ---   | ---   | 21.76 | 22.42 | 25.85 |

## 2018-2019 Salary Schedule

| Lane / Step | A-1-1 | A-1-2 | A-1-3 | B-2-1 | B-2-2 | B-2-3 | B-3-2 |
|-------------|-------|-------|-------|-------|-------|-------|-------|
| 2           | ---   | ---   | ---   | ---   | ---   | ---   | ---   |
| 3           | ---   | ---   | ---   | ---   | ---   | ---   | ---   |
| 4           | 11.34 | 12.45 | 12.50 | 14.08 | 14.67 | 15.50 | 16.25 |
| 5           | 11.89 | 13.07 | 13.01 | 14.70 | 15.24 | 16.12 | 17.02 |
| 6           | 12.42 | 13.64 | 13.70 | 15.51 | 15.87 | 16.71 | 17.84 |
| 7           | 12.75 | 13.95 | 14.26 | 15.91 | 16.48 | 17.32 | 18.67 |
| 8           | 13.73 | 14.94 | 14.62 | 16.51 | 17.07 | 17.95 | 19.56 |
| 9           | 14.07 | 15.31 | 15.60 | 17.15 | 17.68 | 18.54 | 20.48 |
| 10          | 14.21 | 15.47 | 15.98 | 17.72 | 18.30 | 19.10 | 21.44 |
| 11          | ---   | ---   | 16.14 | 18.23 | 18.78 | 19.66 | 22.43 |
| 12          | ---   | ---   | ---   | 18.69 | 19.71 | 20.33 | 23.48 |
| 13          | ---   | ---   | ---   | 19.66 | 20.23 | 20.82 | 24.48 |
| 14          | ---   | ---   | ---   | 20.16 | 21.18 | 21.81 | 25.46 |
| 15          | ---   | ---   | ---   | 20.36 | 21.98 | 22.65 | 26.11 |
| 16          | ---   | ---   | ---   | ---   | 22.20 | 22.87 | 26.37 |

### INCENTIVE PROGRAM

The clerical unit Incentive Policy will end effective January 1, 2009. Employees may maintain all incentive credits earned up to that point. Beginning January 1, 2009, employees shall be eligible for a minimum of eight hours of annual training for which they will be paid. All training must be approved by the administrative supervisor and requested as per district policy and procedures.

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

For: Independent Winona Educational  
Office Professionals

For: Independent School District 861

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## **APPENDIX A**

The parties agree that unit employees eligible for health and dental insurance and who work less than 12 months shall have the option to pro-rate their contribution (if any) toward health and dental insurance over the number of checks they receive. Eligible employees who opt to have the insurance premium payments pro-rated must do so with both health and dental; they may not pro-rate one and not the other.

This option will be available prior to the start of each school year and said option must be exercised between August 15 and September 10. New employees and employees who have a qualifying event happen to them as defined by Section 125 legislation shall have the same option during the first 30 days of their employment or within 30 days of the qualifying event. A qualifying event is construed to be a change such as marriage, divorce, loss of job by a spouse that precipitates the need to change insurance coverage from single to family or family to single.

## **APPENDIX B**

One member of the unit shall be grandfathered in, in that the new language in Article IX section III shall not apply to that individual.