LABOR AGREEMENT

between

INDEPENDENT SCHOOL DISTRICT NO. 199
INVER GROVE HEIGHTS, MINNESOTA

and

MINNESOTA TEAMSTERS PUBLIC
AND LAW ENFORCEMENT
EMPLOYEES’ UNION,
LOCAL NO. 320

Representing
OFFICE - CLERICAL EMPLOYEES

JULY 1, 2019- JUNE 30, 2021
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AGREEMENT
between
INVER GROVE HEIGHTS ISD NO. 199
and
MINNESOTA TEAMSTERS PUBLIC AND LAW ENFORCEMENT
EMPLOYEES' UNION, LOCAL NO. 320
(Clerical Employees)

ARTICLE 1. PURPOSE

This Agreement is entered into between the School District of Independent School District No. 199, Inver Grove Heights, Minnesota, hereinafter referred to as the School District, and the Minnesota Teamsters Public and Law Enforcement Employees' Union Local No. 320, hereinafter referred to as the Union, pursuant to and in compliance with the Public Employment Labor Relations Act of 1971 as amended, hereinafter referred to as P.E.L.R.A., provides the terms and conditions of employment for the duration of this Agreement.

ARTICLE 2. RECOGNITION OF EXCLUSIVE REPRESENTATIVE

The Union is recognized as the exclusive representative of:

"All ten and twelve month Clerical Employees employed by Independent School District No. 199, Inver Grove Heights, Minnesota, who are employed for more than 14 hours per week or 35 percent of the normal work week and more than 67 work days per year, excluding supervisory employees, confidential employees and all other employees as certified by the Bureau of Mediation Services in case 79-PR-846-A Unit #1."

ARTICLE 3. EMPLOYMENT STATUS

3.1 FULL TIME: An employee scheduled to a basic work day of six (6) hours or more, while schools are in session, shall be defined as a full-time employee. Full-time employees shall be subject to all the terms and conditions of this Agreement.

3.2 PART TIME: Employees scheduled to a basic work day of less than six (6) hours, while schools are in session, shall be defined as part-time employees. Part-time employees shall be subject to all the terms and conditions of this Agreement, except Article 12 (Group Insurance). Employees working between twenty (20) and twenty-nine (29) hours per week may optionally purchase Group Insurance benefits.

3.3 PROBATIONARY PERIOD: All newly hired full-time and part-time employees shall serve a one (1) year probationary period. During the probationary period, the School District shall have the unqualified right to suspend, discharge, or otherwise discipline an employee without such action being appealable to the grievance procedure. Employees successfully completing the probationary period shall be considered regular employees and their seniority date shall be their date of hire.
ARTICLE 4. HOURS OF EMPLOYMENT

4.1 WORK DAY: Employees who work eight (8) hours per day will receive a thirty (30) minute unpaid duty-free lunch period and a paid 15 minute mid-morning and mid-afternoon break during the workday. The starting time for employees will be determined by immediate supervisors and/or building principals. The ability to flex hours from the regularly determined duty period may occasionally be allowed at the Supervisor’s discretion.

4.2 WORK YEAR:

A. LESS THAN TWELVE MONTH EMPLOYMENT YEAR: Total days of employment for employees who work less than twelve (12) months shall range from 180 to 208 days based on District needs.

B. TWELVE MONTH EMPLOYMENT YEAR: The work year shall be based upon a July 1 through June 30 Agreement year.

4.3 WORK WEEK: The basic work week for all employees shall consist of five (5) consecutive days, Monday through Friday.

4.4 PART-TIME AND TEMPORARY EMPLOYEES: The School District reserves the right to employ and schedule work for part-time and temporary employees as it deems necessary to meet the needs of the educational program.

A. The employment of part-time or temporary employees will not be used to offset overtime opportunities for full-time employees. This shall not apply to student on-the-job training program.

4.5 PERMANENT CHANGES IN THE WORK SCHEDULE: Shall be discussed with the Union prior to implementation.

4.6 OVERTIME: The rate of one and one-half (1½) times an employee’s base hourly rate of pay shall be paid for all hours assigned and worked in excess of a basic eight (8) hour work day.

4.7 PREMIUM: The rate of two times (2x’s) an employee’s base hourly rate of pay shall be paid for all hours assigned and worked on a Sunday and/or contract holiday.

4.8 CALL BACK: Employees who have completed their basic work day or work week, and are recalled to work, shall receive a minimum of two (2) hours at the applicable overtime rate.

ARTICLE 5. VACATIONS

5.1 EARNING AND TAKING OF VACATION: Vacation days will be earned per month but the employee will be given credit for the full vacation accrual on July 1st of each year prior to the vacation being earned. When a new employee begins employment on a date other than July 1, the vacation allotted will be prorated from the beginning date of employment through the following June 30. Part-time employees will receive a prorated amount of vacation based on their hours per week.
The employee may carry over up to ten (10) days of unused, accrued vacation to June 30th of the following year. All other vacation must be used in the year it is accrued or it is lost.

5.2 IRREVOCABLE ELECTION: Prior to July 1 of each year, the employee may make an irrevocable election by the applicable deadline to:

1. Defer an amount equivalent of up to five (5) days of vacation to a 403(b) plan. The amount of the deferral shall be calculated based on the daily rate of pay at the time of the elective deferral. Such deferral is subject to the restrictions in applicable 403(b) plans and the limitations contained in the Internal Revenue Code, Regulations and other federal and state law. Compliance with such restrictions and limitations are the sole responsibility of the employee; or,

2. Receive payment by the District for the equivalent of up to five (5) days of pay at the current daily rate of pay; or,

3. Accumulate to a maximum of fifteen (15) days payable at the employee’s current daily rate of pay upon retirement.

Any of the foregoing elections will reduce the employee’s vacation in the subsequent year by the number of days elected.

5.3 VACATION SELECTION: Vacation may be taken at any time during the basic work year mutually agreed upon by the employee and immediate supervisor.

5.4 VACATION COMPENSATION: Vacation pay shall be at the employee’s current rate of pay.

5.5 VACATION ANNIVERSARY DATE: For purposes of vacation accrual under this Agreement, the anniversary date is July 1, of the calendar year of employment.

5.6 VACATION EARNED RATES - 12 MONTH EMPLOYEES

<table>
<thead>
<tr>
<th>Years of Service</th>
<th>Days Per Month Earned</th>
<th>Total Days</th>
<th>Total Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>1-5 Years of Service</td>
<td>1.25</td>
<td>15</td>
<td>120</td>
</tr>
<tr>
<td>6-10 Years of Service</td>
<td>1.50</td>
<td>18</td>
<td>144</td>
</tr>
<tr>
<td>11+ Years of Service</td>
<td>2.0</td>
<td>24</td>
<td>192</td>
</tr>
</tbody>
</table>

10-Month Employees

<table>
<thead>
<tr>
<th>Years of Service</th>
<th>Days Per Month Earned</th>
<th>Total Days</th>
<th>Total Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>1-5 Years of Service</td>
<td>.58</td>
<td>7</td>
<td>56</td>
</tr>
<tr>
<td>6 Plus Years of Service</td>
<td>.75</td>
<td>9</td>
<td>72</td>
</tr>
</tbody>
</table>
5.7 At separation of employment, the employer will pay unused, accrued vacation. Compensation for unused vacation days will be at the employee’s current base daily salary rate of pay.

Employees who terminate employment prior to the completion of a fiscal year and who have exhausted their vacation shall reimburse the District for any paid vacation used in excess of the prorated portion of vacation earned during the fiscal year.

ARTICLE 6. PAID HOLIDAYS

6.1 During the employment year, twelve (12) month employees shall observe the following paid holidays:

<table>
<thead>
<tr>
<th>Independence Day</th>
<th>New Year’s Holiday (2 days)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Labor Day</td>
<td>President’s Day</td>
</tr>
<tr>
<td>Thanksgiving Holiday (2 days)</td>
<td>District Designated Holiday</td>
</tr>
<tr>
<td>Christmas Holiday (2 days)</td>
<td>Memorial Day</td>
</tr>
</tbody>
</table>

6.2 During the employment year, ten (10) month employees shall observe the following paid holidays:

<table>
<thead>
<tr>
<th>Labor Day</th>
<th>President’s Day</th>
</tr>
</thead>
<tbody>
<tr>
<td>Thanksgiving Holiday (2 days)</td>
<td>District Designated Holiday</td>
</tr>
<tr>
<td>Christmas Holiday (2 days)</td>
<td>Memorial Day</td>
</tr>
<tr>
<td>New Year's Holiday (2 days)</td>
<td></td>
</tr>
</tbody>
</table>

6.3 OBSERVANCE: Employees shall observe the above listed holidays on the calendar day established by the School District.

6.4 PREMIUM: Employees scheduled to work on their observed holiday shall be compensated for all hours worked at the rate of two times (2 x’s) the employee's base hourly rate of pay.

ARTICLE 7. SICK LEAVE

7.1 Sick leave shall be accrued at the rate of one (1) day for each month of employment accumulative to 160 days. For bookkeeping purposes, a ten (10) month employee shall be given a credit of ten (10) days (80 hours) sick leave at the beginning of the Agreement year, and a twelve (12) month employee shall be given a credit of twelve (12) days (96 hours) sick leave at the beginning of the Agreement year, provided that in case of voluntary separation or removal for cause of an employee to whom sick leave has been advanced in excess of that accumulated, the employee is required to refund the amount paid for the period of such excess.

7.2 Sick leave with pay shall be allowed by the School District whenever an employee's absence is found to have been due to illness or injury which prevented their performance of duties on that day or days. Sick leave may be granted upon demonstration of need and approval of the employee's supervisor. If sick leave days are not used in the current year, the following additional vacation days will be granted, to be taken by mutual consent with employee and supervisor, in the following year. Employees must notify Human Resources by June 30th of the request for additional vacation days.
12 Month
0 sick leave days used 4 additional vacation days
1 sick leave day used 2 additional vacation days
2 sick leave days used 1 additional vacation day

10 Month
0 sick leave days used 1 additional vacation day

The number of vacation days used will be applied against sick leave accumulation.

7.3 In accordance with MS 181.9413, the School District shall pay sick leave benefits for absences due to an illness or injury to the employee's child, as defined in section 181.940, subd. 4, adult child, spouse, sibling, parent, grandparent, mother-in-law, father-in-law, step parent or grandchildren for such reasonable periods as the employee's attendance may be necessary on the same terms upon which the employee is able to use sick leave benefits for the employee's own illness or injury. The School District may require an employee to furnish a medical certification from the school health officer or a qualified medical professional indicating the absence was due to illness or injury. The presentation of the certificate does not automatically qualify the employee for sick leave pay.

7.4 Allowed sick leave shall be deducted from the accrued sick leave days earned by the employee.

7.5 Holidays due an employee under Article 6. which occur while on sick leave shall not be deducted from accumulated sick leave days.

7.6 Employees who have accumulated one hundred forty (140) or more days of sick leave may cash in up to five (5) of those days of unused sick leave over one hundred forty (140) days in June of each year. Such days to be exchanged at a rate of $100.00 per day upon notification to the District Payroll Department.

ARTICLE 8. SEVERANCE

8.1 Full-time employees who have completed at least fifteen (15) years of continuous service with Independent School District No. 199, who are at least fifty-five (55) years of age shall be eligible for severance pay pursuant to the provisions of this Article.

8.2 This Article shall apply to workers whose service has been full-time, as defined by this Agreement.

8.3 The School District will pay severance upon retirement from work. Severance pay will commence ninety (90) days after retirement.

8.4 In applying these provisions, an employee's daily rate of pay shall be the basic daily rate at the time of retirement, as provided in the basic salary schedule for the basic school year.
8.5 Unused sick leave may accumulate to an unlimited number of days of sick leave per employee. Upon retirement, the employee is to be paid for unused accumulated sick leave, equal to fifty percent (50%) of up to one hundred sixty (160) days maximum.

8.6 Tax Sheltered Annuity Matching 403(b) Program.

A. This Article shall apply only to employees whose service has been full-time as defined in this Agreement.

1. Definition of Continuous Service: For this Article, continuous service shall be defined as years employed in the Inver Grove Heights School District. A year of unpaid leave shall not be counted as a year employed. However, upon return from an unpaid leave, an employee's year of continuous service shall resume. A year of paid leave shall be counted as a year employed and cause no interruption in continuous service.

B. This tax-sheltered annuity-matching program will permit an eligible employee to match up to $1,600.00 of the employee’s basic salary as taken from the annual contract salary.

C. The total Inver Grove Heights School District contribution shall not exceed $30,000.00 for an individual employee.

D. District contributions in Subd. 4 will be subtracted from previously accrued Retirement Incentive/Severance benefits.

E. The (403(b) tax annuity program) shall be administered on an evenly distributed formula over each pay period.

F. The employee may select only qualified companies pre-approved by the State of Minnesota, Minnesota Statute Section 356.24 and also pre-approved by the School District for participating in this T.S.A. matching program.

G. The provisions of this section shall be administered in accordance with the District Policy for T.S.A.'s.

H. Claims against the School District: The parties agree that any description of benefits contained in this Article is intended to be informational only and the management of contributed funds is the responsibility of the provider selected by the employee. It is further understood that the District’s only obligation is to make contributions as specified in the Article and that no claim shall be made against the District pursuant to this Article.

ARTICLE 9. FUNERAL LEAVE

9.1 Funeral leave may be granted as follows and is not cumulative:

A. Five (5) days funeral leave may be granted upon demonstration of need and approval of the Superintendent upon the death of employee’s spouse, child, step children,
grandchild, mother or father, and step parents.

B. Leave may be granted up to three (3) days, if necessary, for the death of first degree kindred of the employee and the employee's spouse as follows: foster parents, grandparents, brother, sister, mother-in-law, father-in-law, daughter-in-law, son-in-law, sister-in-law or brother-in-law, aunt or uncle.

C. Funeral leave allowed shall not be deducted from the accrued sick leave days earned by the employee.

D. An employee may make a request of the Superintendent for two (2) additional days of paid funeral leave for those mentioned in B. above for extenuating circumstances.

ARTICLE 10. ESSENTIAL LEAVE

10.1 A full-time employee shall be granted a leave of no more than four (4) days per year, the days used to be deducted from sick leave, at the employee's discretion with prior notification to the supervisor.

10.2 The supervisor reserves the right to limit the number of employees on essential leave at any time.

ARTICLE 11. OTHER LEAVES

11.1 JURY DUTY: Employees called to serve on a jury shall receive the difference between jury fees and their normal work day or work week compensation.

11.2 INJURY ON DUTY: Upon request of an employee who is absent from work as a result of a compensable injury as covered under the provisions of the Worker's Compensation Act. The employee shall have the option to have the difference between the amount paid by the Worker's Compensation carrier and their regular salary paid to them and deducted from such leave.

11.3 UNPAID LEAVE OF ABSENCE: A full-time employee who has been employed by the School District for two (2) full years may request a leave of absence without pay for a period not to exceed one (1) year. The request shall be in writing and may be granted by the School District subject to the following conditions:

A. An unpaid leave of absence, when granted, shall be for a period of time as is agreed upon between the supervisor and the employee and is approved by the School District.

B. An employee returning from an unpaid leave of absence shall be returned to the employee's former position or to a position of like status and pay subject to entitlement by seniority. Employees not returning to work at the expiration of their leave of absence shall be considered to have resigned.

C. Subject to the provisions of this Agreement and the limitations of the group insurance plans, an employee on an unpaid leave of absence may continue to participate in the group insurance plans. An employee choosing to continue participation shall pay the
entire monthly premiums of such plans effective on the day the unpaid leave of absence begins.

D. Unpaid leaves of absence granted by the School District shall be in writing and shall contain the dates of departure and return, a copy of which shall be sent to the Union.

11.4 PARENTAL LEAVE OF ABSENCE:

A. A parental leave for a period of up to one (1) year, shall be granted by the School District subject to the provisions of this Section and in accordance with School District policy and state and federal law including the Family Medical Leave Act (FMLA). Parental Leave shall be granted for reasons of pregnancy and childbirth or for adoption and because of the need to provide parental care for an extended period of time.

B. An employee shall apply for a Parental Leave of absence as required by the Human Resource Department, in writing, with intention to take the leave, at least three (3) calendar months before commencement of the intended leave, except in emergency circumstances.

C. Employees will be required to exhaust accrued sick leave for any medical related absence and may request unpaid parental leave for a period following the use of earned sick leave. Appropriate medical verification will be required for such leaves as required by the Human Resources Department.

D. An employee returning from Parental Leave shall be re-employed in an equivalent position, for which they are qualified, at the discretion of the district.

E. Failure of the employee to return pursuant to the date determined under this Section shall constitute grounds for termination unless the School District and the employee mutually agree to an extension of the leave.

F. An employee who returns from Parental Leave within the provisions of this Section shall retain all previous experience credit and any unused leave time accumulated under the provisions of this Agreement at the commencement of the beginning of the leave. The employee shall not accrue additional experience credit or leave time during the period of absence for Parental Leave.

G. An employee on Parental Leave is eligible to participate in group insurance programs if permitted under the insurance policy provisions, but shall pay the entire premium for such programs as the employee wishes to retain, commencing with the exhaustion of paid time off and the expiration of the applicable FMLA period. The right to continue participation in such group insurance programs, however, will terminate if the employee does not return to the District pursuant to this Section.

H. Emergency School Closings. Clerical employees are considered essential employees by the district and are required to report to work on days school is closed, including weather related closures. In the event that school is closed and clerical employees are not required to perform services, employees shall have up to two (2) paid days per
school year to receive pay for those days. If there are more than two (2) emergency school closing days per school year, employees may use their personal, vacation, or sick days to receive pay for those days.

ARTICLE 12. GROUP INSURANCE

12.1 HEALTH COVERAGE: The District shall contribute the following amounts per month toward the premium for single and family coverage for all employees regularly scheduled to work at least thirty (30) hours per week and who qualify for an are enrolled in the District health and hospitalization plan or HMO. Any additional cost of the premium during these time periods shall be borne by the employee and paid by payroll deduction.

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Effective January 1, 2021</th>
</tr>
</thead>
<tbody>
<tr>
<td>Single</td>
<td>$711.43 (10% increase)</td>
</tr>
<tr>
<td>Two Party</td>
<td>$1,126.76 (10% increase)</td>
</tr>
<tr>
<td>Family</td>
<td>$1,126.76 (10% increase)</td>
</tr>
</tbody>
</table>

12.2 VEBA: Eligible employees (presently enrolled in a district health insurance plan) who elect to enroll in a VEBA plan shall receive a monthly contribution of $80 to a Voluntary Employees Benefit Association (VEBA) account which will be established by the District. The contributions to the VEBA account shall be available to the employee for payment of eligible medical expenses.


12.4 LIFE INSURANCE: The District shall contribute the cost of $60,000 face value group term life insurance annually toward the premium for individual coverage for all employees who work at least twenty (20) hours per week per the policy. Any additional cost of the premium shall be borne by the employee and paid by payroll deduction. Policy says at 70 years old - reduces in half. Group insurance is subject to the terms of the life insurance policy.

12.5 DENTAL INSURANCE: The District shall contribute the sum of $280.00 annually towards the premium of dental insurance coverage for each employee who is enrolled in the District’s dental insurance plan. Beginning January 1, 2021, that amount shall increase to $320.00. Additional costs of the premium shall be paid by the employee through payroll deduction.

12.6 INSURANCE/RETIREMENT: Employees retiring with ten (10) years of service and age 55 may remain within the hospitalization plan, subject to the approval of the carrier, at the retired employee’s expense. This provision applies until the age of 65 years or the retired employee becomes eligible for Medicare.
ARTICLE 13. SENIORITY

13.1 DEFINITION: Seniority shall be defined as the length of continuous employment with the District in a job classification covered by this Agreement.

13.2 SENIORITY DATE: Following completion of the probationary period, as provided in Article 3, an employee's seniority date shall be established as of the first day of most recent employment.

13.3 LOSS OF SENIORITY: Employees shall lose their seniority standing in the event of retirement, resignation, failure to return from a lay-off, discharge, failure to report to work without just cause or a lay-off for more than two (2) years.

13.4 LAY-OFF: In the event it is necessary to reduce the work force, employees shall be laid off by affected job classification in the inverse order of their seniority. (A laid off employee shall have the right to replace any less senior employee in a job classification in which the employee has successfully completed the probationary or trial period.) Employees replaced shall in turn have the right to replace any less senior employee in a job classification in which the employee has successfully completed a probationary or trial period. Employees who invoke the replacement rights provided herein, which results in a job classification assigned to a lower or higher pay class, shall be compensated in accordance with the lower or higher pay class and their compensation step placement.

13.5 RECALL: Employees on lay-off status shall have the right to be recalled from lay-off in the order of their seniority to a vacancy in which they have successfully completed a probationary period or trial period. The right to recall shall expire after two (2) years.

Employees on a lay-off status shall have the personal responsibility to keep the Human Resources Department informed of their address for the purpose of a recall notice. Notice of recall shall be in writing, by certified mail, return receipt requested. The notice shall include the date of return to employment and the job classification of the vacancy. Employees who do not report for employment within ten (10) days, as notified, or who are on lay-off status for more than two (2) years shall be considered to have resigned. Employees may also be recalled from lay-off to a vacancy in which they have not completed a probationary period or trial period. Employees recalled to a new classification shall serve a six (6) month probationary period in that new classification. Should the employee fail that probationary period, they shall be put back on the recall list.

13.6 SENIORITY LIST: The Human Resources Department will provide a seniority list upon request.

ARTICLE 14. GRIEVANCE PROCEDURE

14.1 DEFINITION: A grievance is defined as a dispute or disagreement as to the interpretation or application of any term or terms and conditions contained in this Agreement. Days are defined as working days.
14.2 PROCEDE: Grievances, as defined in Section 14.1, shall be resolved in conformance with the following procedure:

STEP 1: Whenever any aggrieved employees have a grievance, they shall meet on an informal basis with the employee's immediate supervisor in an attempt to resolve the matter within seven (7) days after becoming aware of the incident giving rise to the grievance. The grievant, upon request, shall be represented by a Union Steward. If the grievance is not resolved through informal discussion within seven (7) days after first meeting, the grievance shall be reduced to writing and submitted to the Superintendent or their designee, within seven (7) days. If the grievance involves a matter which substantially affects a large number of employees, the grievance shall be reduced to writing by the Union Business Representative and submitted to the Superintendent within seven (7) days after becoming aware of the grievance.

STEP 2: The Superintendent or their designee shall meet with the Union Business Representative within seven (7) days after receipt of the written grievance and attempt to mutually resolve the dispute. The terms of the resolution, if any, shall be written on the grievance and signed by both parties. If no agreement is reached within ten (10) days after this Step Two meeting, the Union Representative may request by written notice to the Superintendent that the grievance be forwarded to the State of Minnesota's Bureau of Mediation Service (BMS).

STEP 3: If the grievance cannot be resolved at mediation with the BMS's help, the grievance shall be submitted to final and binding arbitration within ten (10) days of the BMS's declaration of impasse.

14.3 ARBITRATION: The Superintendent and Union Representative shall endeavor to select a neutral arbitrator to hear and decide the grievance. If the Superintendent and the Union Representative are unable to agree upon an arbitrator, they shall request from the Director of the Bureau of Mediation Services, State of Minnesota, a list of five (5) names. The parties shall alternately strike names from the list until only one (1) name remains. The remaining arbitrator shall hear and decide the grievance. If the parties are unable to decide who strikes the first name, the question shall be decided by a flip of a coin.

14.4 DECISION: The decision of the arbitrator shall be final and binding upon the employee, Union and the School District and shall be rendered in writing within thirty (30) calendar days after the close of the hearing. The arbitrator shall not have the power to add to, to subtract from, or to modify in any way the terms of the existing Agreement.

14.5 EXPENSES: The processing of grievances may be during the regularly scheduled working hours and employees shall not lose wages due to their necessary participation. The parties shall equally share the fees and expenses of the arbitrator.

14.6 MISCELLANEOUS: The parties may by mutual agreement waive any step and extend any time in the grievance procedure. However, failure to adhere to the time limits may result in a forfeit of the grievance.
ARTICLE 15. NON-DISCRIMINATION

The terms and conditions established by this Agreement will be applied to all employees equally, without regard to or discrimination for or against any individual because of race, creed, color, sex, national origin or age.

ARTICLE 16. JOB POSTING, PROMOTION, TRANSFER

16.1 Human Resources will post notice of all vacancies for a minimum of seven (7) calendar days. Employees will receive notification from the Human Resources Department of the posting through email. Ten (10) month employees will be responsible for providing a non-work email address to the Human Resources Department for notification of vacancies during times they do not work.

16.2 Posted job positions will be filled by the School District as soon as practicable, and may be filled by the School District by a "temporary" assignment of an employee.

16.3 PROMOTIONS: New job or vacant job positions will be filled based upon the principle of "promotion from within", provided employees have the qualifications and ability to perform the duties and responsibilities of the new or vacant job. Unsuccessful candidates will be informed in a discussion with Human Resources on the criteria used to make the decision. The District needs to retain the ability to select the most imminently qualified candidate for any new or vacation position. The decision to hire is not grievable under Article 14.

16.4 Employees promoted to a higher paying job shall serve a forty-five (45) working day trial period. If, during this trial period, it is determined by the District that the employee's performance is unsatisfactory, the employee shall be reassigned to their former job classification. Employees serving a probationary period shall not be eligible for promotion unless no regular employee bids for the vacancy.

16.5 ADMINISTRATIVE TRANSFER: Employees may be transferred by the District for sufficient reason. Seniority and posting requirements established by this Article shall not apply to an administrative transfer involving two (2) regular employees. Administrative transfer will be discussed with the Union prior to implementation.

16.5 UNION NOTIFICATION: Union Stewards and the Union Business Agent will be notified of hiring decisions.

ARTICLE 17. DUES CHECK-OFF AND FAIR SHARE FEE

17.1 REQUEST FOR DUES CHECK-OFF: Employees shall have the right to request and be allowed dues check-off for the Union, provided that dues check-off and the proceeds thereof shall not be allowed the Union if it has lost its right to dues check-off pursuant to 179.64 to 179.75 of P.E.L.R.A. Upon receipt of a properly executed dues deduction card by the employee involved, the District will deduct from the employee's first paycheck of the month the dues that the employee has agreed to pay the Union during the period provided in said authorization.
17.2 FAIR SHARE FEE: All employees covered by this Agreement who are not members of the Union may be required by the Union to contribute a fair share fee. The District, upon receipt of written certification from the Union designating the employees from whom a fair share fee shall be deducted and the amount of the fair share fee, shall deduct the fair share fee from those employees designated as not being members of the Union from the employee's first paycheck of the month.

17.3 Employees shall be permitted to have check-off for participation in the Teamsters National D.R.I.V.E. Program.

ARTICLE 18. JOB CLASSIFICATIONS AND RATES OF PAY

18.1 A. CLASSIFICATION II (10-12 MONTH POSITION)

Positions included Administrative Assistant to Early Learning, Administrative Assistant to the Middle School Assistant Principal/Attendance, Administrative Assistant to the High School Assistant Principal, Administrative Assistant to Activities Director, Administrative Assistant to Middle School Guidance, Administrative Assistant to High School Guidance/Attendance, Administrative Assistant for School Age Care/Youth Programs, Administrative Assistant to High School Dean of Students, Elementary Administrative Assistant/Attendance.

July 1, 2020: All wages are increased by 5%
Market Adjustment at Step 6 of $0.50 per hour

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B. CLASSIFICATION III (10-12 MONTH POSITION)

Positions include: Administrative Assistant to Middle School Principal, Administrative Assistant to Senior High Principal, Administrative Assistant to Elementary Principal.

July 1, 2020: All wages are increased by 5%
Market Adjustment at Step 6 of $0.50 per hour

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C. LONGEVITY: Office-Clerical

1. Effective July 1, 2020, Employees who have completed their 10th year within the bargaining unit receive ninety cents ($.90) per hour above the charted salary step.

2. Effective July 1, 2019, Employees who have completed their 15th year within the bargaining unit will receive one dollar and twenty cents ($1.20) per hour above the charted salary step.
18.2 All new hired employees shall be placed on the second or third step of the classification in which hired which will be determined by the District.

18.3 Upon a change in job involving classification movement, the employee shall move to the same Step in the new classification. If the job classification change involves two (2) classification movements, the employee shall be placed one (1) step back from their existing step position in the new classification.

18.4 ADVANCEMENT: All employees working half (½) or more of their work year shall advance one step on the wage schedule effective July 1 of each succeeding year.

18.5 Elementary Building Administrative Assistants to the Principal receive a five hundred dollars ($500) stipend per year to cover additional duties when the principal is out of the building.

   Middle and High School Administrative Assistants to the Lead Principal will receive an additional five hundred dollars ($500) per year.

ARTICLE 19. DISCIPLINE

19.1 The Employer will discipline employees for just cause only. Discipline may be in one or more of the following forms:

   A. Oral reprimand
   B. Written reprimand
   C. Suspension
   D. Demotion
   E. Discharge

19.2 Suspension, demotions and discharge will be in written form.

19.3 Written reprimands, notices of suspension, and notices of discharge which are to become part of an employee’s personnel file shall be read and acknowledged by signature of the employee. Employees and the Union will receive a copy of such reprimands and/or notices.

19.4 Employees may examine their own individual personnel files at reasonable times under the direct supervision of the Employer.

19.5 Employees will not be questioned concerning an investigation of disciplinary action unless the employee has been given an opportunity to have a Union Business Agent present at such questioning.

19.6 Grievances relating to this Article shall be initiated by the Union in Step 2 of the Grievance Procedure under Article 14.
ARTICLE 20. DURATION

20.1 TERMS AND RE-OPENING NEGOTIATIONS: The Agreement shall remain in full force and effect for a period commencing July 1, 2019 through June 30, 2021. It is understood that in the event Agreement negotiations extend beyond June 30, 2019, salary increments shall be held in abeyance until ratification of a new Agreement occurs. If either party desires to modify or amend this Agreement commencing on July 1, 2021, it shall waive written notice of such intent no later than May 1, 2021.

20.2 EFFECT: This Agreement constitutes a full and complete agreement between the School District and the Union as the exclusive representative of the employees. The provisions herein relating to terms and conditions of employment supersede any and all prior Agreements, resolutions, practices, School District policies, rules or regulations concerning terms and conditions of employment inconsistent with these provisions.

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

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

<table>
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<tr>
<th>INVER GROVE HEIGHTS ISD #199</th>
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<tr>
<td>District Chair</td>
<td>Sarri Gabriel, President / Business Agent</td>
</tr>
<tr>
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<td>Demi J.</td>
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<td>Union Steward</td>
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Date: ______________________ Date: ______________________