

For an explanation or interpretation of the agreement, call your Association or the Labor Relations and Benefits Department.

MASTER AGREEMENT

Anoka-Hennepin Independent School District No. 11

Anoka, Minnesota

and

Anoka-Hennepin School Technical Specialists

Minnesota School Employees Association

Regarding Terms and Conditions of Employment for
School Technical Specialists Employees
(Including Print Shop Employees)

Anoka-Hennepin Independent School District No. 11
July 1, 2021- June 30, 2023

TABLE OF CONTENTS

ARTICLE I - PURPOSE 1

ARTICLE II - RECOGNITION 1

ARTICLE III - LAWS, RULES, AND REGULATIONS 2

ARTICLE IV - DEFINITIONS 2

ARTICLE V - SCHOOL DISTRICT RIGHTS 2

ARTICLE VI - EMPLOYEE RIGHTS 3

ARTICLE VII - ASSOCIATION RIGHTS 4

ARTICLE VIII - HOURS OF SERVICE 5

ARTICLE IX - RATES OF PAY 7

ARTICLE X - VACATION/HOLIDAYS 9

ARTICLE XI - INSURANCE 11

ARTICLE XII - LEAVES OF ABSENCE 12

ARTICLE XIII - LAYOFF/SENIORITY/TRANSFER 15

ARTICLE XIV - GRIEVANCE PROCEDURE 16

ARTICLE XV - RETIREMENT/SEVERANCE 17

ARTICLE XVI - DURATION 18

APPENDIX A 21

ARTICLE I - PURPOSE

The purpose of this agreement is to encourage and increase orderly, constructive, and harmonious relationships between the employer and the School Technical Specialists; to establish procedures for the resolution of differences over terms and conditions of employment; to preserve the paramount right of the citizens of this community to the operation of their schools without disruption; and to establish an environment in which the children of this community may receive education of the highest quality. Accordingly, the parties have set forth herein all terms and conditions of employment which have been agreed upon by the employer and the union pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, as amended (hereinafter referred to as the "PELRA").

ARTICLE II - RECOGNITION

Section 1. RECOGNITION:

In accordance with the PELRA, as amended, the School Board, hereinafter referred to as the Board, recognizes the Minnesota School Employees Association, hereinafter referred to as the Association, as the exclusive representative of School Technical Specialists employed by the School Board of Anoka-Hennepin Independent School District No. 11, which exclusive representative shall have those rights and duties as prescribed by the PELRA and as described by this agreement. The terms Board and Association shall include authorized officers, representatives, and agents. Despite references herein to Board and Association as such, each reserves the right to act hereunder by designated representatives.

Section 2. EQUAL APPLICATION:

The provisions of this contract shall be applied equally to all employees in the bargaining unit without discrimination as to race, creed, religion, color, national origin, disability, sex (unless sex is a bona fide occupational qualification), marital status, or status with regard to public assistance.

Section 3. EXCLUSIVITY:

The employer will not during the life of this agreement meet or negotiate relative to terms and conditions of employment with any employee or group of employees who are covered by this agreement except through the exclusive bargaining representative.

Section 4. INCLUSION OF NEW POSITIONS:

If positions are created during the life of this agreement that carry duties and responsibilities similar to employees in the bargaining unit and are not reasonably covered by another employment category, the parties will meet and attempt to agree on

the inclusion or exclusion of the new position in the bargaining unit. If the parties cannot agree, the question will be sent to the director of the bureau of mediation services for a determination of the inclusion or exclusion of such position.

ARTICLE III - LAWS, RULES, AND REGULATIONS

The parties agree to abide by the state and federal laws, and reasonable rules and regulations established by the Board. Such Board rules and regulations will not be in conflict with this agreement.

ARTICLE IV - DEFINITIONS

Section 1. DESCRIPTION OF APPROPRIATE UNIT:

The term School Technical Specialist shall mean all School Technical Specialists of Independent School District No. 11, Anoka-Hennepin, who are public employees within the meaning of Minnesota Statute 179A.03, subdivision 14, excluding supervisory, confidential, and all other employees.

Section 2. TERMS AND CONDITIONS OF EMPLOYMENT:

Terms and conditions of employment shall mean the hours of employment the compensation thereof including fringe benefits, and the employer's personnel policy affecting the working conditions of the employees.

Section 3. OTHER TERMS:

Terms not defined in this agreement shall have those meanings as defined by the PELRA.

ARTICLE V - SCHOOL DISTRICT'S RIGHTS

Section 1. INHERENT MANAGERIAL RIGHTS:

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

Section 2. 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 delegated in this contract are reserved to the Board.

Section 3. MANAGEMENT RESPONSIBILITIES:

The Association recognizes the right and obligation of the Board to efficiently manage and conduct the operation of the school district within its legal limitations and with its primary obligations to provide educational opportunity for the students of the school district.

ARTICLE VI - EMPLOYEE RIGHTS

Section 1. RULE, LAW, AND REGULATION:

The School Technical Specialists have all rights awarded them by state and federal rules, laws, and regulations established by the State Board of Education and School Board policies.

Section 2. DUES CHECKOFF:

Technical Specialists who are full members shall have the right to request and shall be allowed dues check off for the Exclusive Representative Organization. The Employer, upon notification by the Exclusive Representative of such Technical Specialists, shall be obligated to check off said fee from the earnings of the Technical Specialists and transmit the same to the Exclusive Representative each regular pay period. Any dispute as to the validity of a specific deduction shall be solely between the Association and the individual employee. The Association warrants that it will indemnify and hold harmless the Employer and any of its agents from any and all actions which any organization or employee may have, or claim to have, now or in the future, arising out of or by reason of the deduction or lack thereof.

Section 3. PRIVILEGES UNDER PELRA:

All School Technical Specialists employees in the school district shall enjoy all of the privileges and responsibilities granted to them under the provisions of PELRA.

Section 4. OUTSIDE ACTIVITY:

No exercise of any right of citizenship or any religious or political activity of any union member shall be grounds for disciplinary or discriminatory action with respect to the employment of such member. It is expressly recognized that the private and personal life

of any member is not within the concern of the Board, providing that it does not interfere with the educational program of the Board or the performance of the School Technical Specialist's duties.

Section 5. PERSONNEL FILES:

The district personnel file relating to each individual School Technical Specialist shall be available during regular office business hours to each individual specialist upon written request. The School Technical Specialist shall have the right to reproduce any of the contents of the file at the specialist's expense and to submit for inclusion written information in response to any material contained therein.

Section 6. EMPLOYEE DISCIPLINE:

Subd. 1: A School Technical Specialist shall not be disciplined, reprimanded, or reduced in rank or compensation without just cause.

Subd. 2: Normal discipline will be prescribed in the following manner

- a) Verbal warning
- b) Written warning
- c) Temporary suspension without pay
- d) Termination

If a supervisor meets with an employee to discuss possible written reprimand, suspension, or discharge, the employee may have a union representative present.

Subd 3: Extreme instances may require immediate termination.

ARTICLE VII - ASSOCIATION RIGHTS

Section 1. USE OF FACILITIES:

The Association shall be afforded reasonable use of the school buildings. Prior approval for such use must be obtained from the building principal.

Section 2. TRANSACTION OF BUSINESS:

Duly authorized representatives of the Association shall be permitted to transact official Association business on school premises contingent upon the approval of the building principal, provided that this shall not interfere with nor interrupt the normal operations of the school. The Association may use the District mail service and employee mail boxes for communications to employees. This cannot be used for endorsement of political candidates, and any abuse of this privilege will result in its immediate termination.

Section 3. BULLETIN BOARDS:

The Association has the right to post announcements and notices of its activities and concerns on school bulletin boards designated for such use in accordance with the building policy. The Association shall be responsible to remove notices on a timely basis.

Section 4. ACCESS OF INFORMATION:

Upon request, the employer or the employer's designee agrees to provide the Association information available to it concerning the School Technical Specialist staffing and financial resources of the school district, including the names and addresses and positions in the pay rate schedule of all employees in this bargaining unit and such other information requested by the Association in contract matters or in the processing of a grievance, unless such information is not available pursuant to the Minnesota Government Data Practices Act.

Section 5. TIME OFF FOR EXCLUSIVE REPRESENTATIVE:

The district will provide reasonable time off to elected officers or appointed representatives of the exclusive representative for the purpose of conducting the duties of the exclusive representative including grievance investigation and processing and conferring with district representatives and immediate supervisors with respect to the establishment, interpretation, and application of the provisions of this Agreement. The exclusive representative shall notify his/her immediate supervisor at least two days prior to the use of such time off except in emergency situations.

Section 6. JOB POSTINGS:

In the event a new bargaining unit position is created or a current position is vacant, the president of the Association will be provided with a copy of that job posting. The job posting will include the classification of the position.

ARTICLE VIII - HOURS OF SERVICE

Section 1. WORK YEAR:

The full-time work year shall be 2080 hours, based on 52 weeks at 40 hours per week. The relationship between 2080 hours and the hours actually worked by a specialist will produce the fraction or percentage of any other base time to be calculated. The year that shall be considered shall start on July 1 and end on June 30 of that fiscal year.

Section 2. BUILDING HOURS:

The specific hours of any position may vary according to the need of the program. The specific hour for each position will be designated by the appropriate director, principal, or supervisor.

Section 3. WORKING HOURS:

The normal workday shall consist of eight hours per day and a minimum 30-minute lunch hour shall be provided each employee. Relief breaks that do not conflict with the needs of service shall be provided.

Section 4. OVERTIME:

Hours worked beyond eight hours per day or 40 hours per week shall be paid at a time and one half rate. The overtime worked must be approved by the employee's immediate supervisor except in emergency situations. Compensation time in lieu of overtime may be taken by mutual consent of the employee and the immediate supervisor at the overtime rate. Compensatory time may not exceed 40 hours at any time. Hours worked on Saturday, Sunday, or legal holidays will be paid double time if specifically directed and approved by the appropriate supervisor.

Section 5. EMERGENCY CLOSING:

In the event school is closed at any time due to an emergency, employees will not be reduced in compensation.

Section 6. JURY DUTY:

When requested, a School Technical Specialist may serve on jury duty. The employee shall receive his/her salary provided that such employee agrees to return to the employer all wages received for serving on jury duty. This does not include mileage or other reimbursable expenses.

Section 7. MILITARY LEAVE:

School Technical Specialists employees shall be granted military leave as required or allowed by federal or state statutes.

Section 8. CALL-BACK PAY:

Any employee who is required to return to work following the completion of his/her workday shall be compensated by time and one-half the employee's regular rate of pay for a minimum of two hours.

Section 9. NOTIFICATION OF SCHEDULES:

The employer shall provide 30-day written notice to the employee affected by a permanent change in his/her work schedule.

Section 10. TEMPORARY CHANGES IN WORK SCHEDULES:

Any employee who is required by the District to work outside of the hours of 7:00 a.m. to 5:00 p.m. will receive \$1.00 an hour above his/her regular rate of pay for all hours worked that day.

Section 11. SUBSTITUTE RATE:

A regularly scheduled bargaining unit employee who is assigned to substitute for the print shop production supervisor will receive \$2.00 per hour above his/her regular rate of pay for all hours worked retroactive to the first day of absence.

ARTICLE IX – RATES OF PAY

Section 1. PLACEMENT ON SCHEDULE:

Subd. 1: The District shall place successful candidates for employment on the salary schedule on an appropriate step level based on the individual candidate's education and job related experience. If the District assigns a candidate above the initial step level, the District will inform the Exclusive Representative of that placement. In the event an in-district employee is selected for employment within the bargaining unit, the probationary period for the position shall extend for ninety (90) days.

Subd. 2: Classification/Reclassification/Notification: The District will classify newly created positions before posting and will notify the exclusive representative of that classification. If the District reclassifies an existing position, the exclusive representative will be informed of the reclassification and the rationale for it.

If an employee seeks a reclassification due to recent and significant changes in the employee's position, the employee may submit a written request for review for reclassification to the General Counsel along with a copy to the Association and employee's supervisor. Requests must be submitted by October 30th of each year to be considered. The request for review should include detailed reasons for the recommended reclassification. The General Counsel shall consider the request in accordance with its normal job evaluation system processes. The General Counsel and/or his/her designee shall provide an initial disposition of the matter within thirty (30) days of the request to the employee(s) and the Association. The initial disposition will state that the request has been denied, or that the request is being forwarded to

the District's consultant for further review with an approximate time frame for final determination. The District's disposition of the matter shall be final and binding.

Section 2. SCHEDULE:

Subd. 1: Technical Specialists: Effective July 1, 2021

Step→ Class ↓	1	2	3	4	5	6	7	8	Seniority Pre-7/1/ 2006 (15 years)	Seniority Pre-7/1/ 2001 (20 years)
A	17.29	17.76	18.27	18.79	19.31	19.73	20.34	21.22	21.64	22.07
B	20.29	20.87	21.53	22.16	22.78	23.30	24.13	25.12	25.62	26.12
C	21.12	21.69	22.31	22.94	23.50	24.18	25.01	26.06	26.58	27.10
D	22.47	23.09	23.71	24.38	25.01	25.67	26.50	27.83	28.39	28.95

Subd. 2: Technical Specialists: Effective July 1, 2022

Step→ Class ↓	1	2	3	4	5	6	7	8	Seniority Pre-7/1/ 2007 (15 years)	Seniority Pre-7/1/ 2002 (20 years)
A	17.64	18.03	18.54	19.07	19.60	20.03	20.65	21.54	22.19	22.62
B	20.70	21.18	21.86	22.49	23.12	23.65	24.49	25.50	26.27	26.78
C	21.54	22.02	22.65	23.28	23.86	24.54	25.38	26.45	27.24	27.77
D	22.92	23.43	24.07	24.75	25.38	26.06	26.90	28.55	29.41	29.98

Section 3. ADVANCEMENT ON SALARY SCHEDULE:

Employees shall advance one step on the salary schedule on July 1 if they have completed 120 days of employment.

Section 4. PAYDAYS:

Paydays will occur every other Friday. If the normally scheduled payday occurs on a holiday, reasonable effort will be made to issue payments on the last working day before the holiday.

Section 5. MILEAGE:

Any employee who is directed by the supervisor to use a private vehicle for any assigned task shall be reimbursed at the prevailing rate of the district upon submitting the proper forms.

Section 6. PROBATION:

New employees shall serve a one (1) year probation period

Section 7. WORKSHOPS:

At the discretion and with the prior approval of the appropriate supervisor, School Technical Specialists may attend seminars, workshops, or other training sessions directly related to their current assignment. Registration fees shall be paid by the district, and the day counted as a day worked.

Section 8: CLOTHING:

The District shall allocate up to \$100.00 dollars per year for print shop and for daycare employees toward District designated uniforms. Employees will be responsible for keeping uniforms clean and neat.

Section 9: LICENSURE/CERTIFICATION FEES:

For those employees whose positions require licensure/certification, the District will reimburse the cost of that licensure/re-certification fee.

ARTICLE X - VACATION/HOLIDAYS

Section 1. GENERAL:

The full-time work year shall be 2080 hours based on 52 weeks at 40 hours per week. The relationship between the 2080 hours and the hours actually worked by the School Technical Specialist shall produce the fraction or percentage of the vacation/ holiday time that is due. For purposes of vacation accrual, seniority is defined as years of continuous regular District employment as of June 30, of the relevant year. The year that shall be considered shall begin on July 1 and end on June 30. Vacation is accrued and earned for employees on 12 month positions.

Section 2. VACATION CALCULATION earned and prorated on a per pay day basis:

Subd. 1: Employees who have less than five (5) years seniority shall earn ten days vacation.

Subd. 2: Employees who have at least five (5) and less than ten (10) years seniority shall earn 15 days vacation.

Subd. 3: Employees who have at least ten (10) and less than fifteen (15) years seniority shall earn 20 days vacation.

Subd. 4: Employees who have at least fifteen (15) and less than seventeen (17) years seniority shall earn 21 days vacation.

Subd. 5: Employees who have at least 17 years seniority and less than twenty (20) years seniority shall earn 22 days vacation.

Subd. 6: Employees who have at least 20 years seniority shall earn 23 days vacation.

Section 3. SCHEDULE:

Subd. 1. All vacation time must be approved in advance by the appropriate supervisor. Employees are encouraged to use their annual accrual within the next fiscal year. Exceptions may be granted by the supervisor.

Subd 2. Normally, the maximum vacation taken during any fiscal year shall not exceed one (1) year's annual accrual; however, additional earned vacation time (annual vacation plus accumulated unused vacation) may be allowed with the approval of the employee's supervisor. Employees on twelve (12) month (260 days) assignments may carry over an unlimited amount of vacation days.

Section 4. TERMINAL VACATION:

Employees who have one or more year's seniority and are terminated or resign with adequate notification shall be paid for up to twenty-five (25) days of accrued vacation based on the individual's seniority set forth in Section 2 of this Article. Employees terminated for just cause will not be eligible for terminal vacation payoff. Employees terminated as a result of District elimination of bargaining unit positions are eligible for vacation payoff up to 25 days.

Section 5. HOLIDAYS:

All 12-month employees shall have 11 paid holidays and 10-month employees shall have 10 paid holidays. These holidays shall coincide with the school year calendar and will

normally be Independence Day, Labor Day, two days at Thanksgiving, two days at Christmas, New Year's Day, President's Day, two days in spring, and Memorial Day.

ARTICLE XI - INSURANCE

Section 1. ELIGIBILITY:

The employer shall provide insurance benefits annually for all full-time employees who are employed a minimum of the school term, 40 hours per week.

Section 2. BENEFITS:

Subd. 1. Hospitalization-Medical-Major Medical:

A. Single District Contribution: The School Board shall contribute up to **\$700.00** per month of the premium for single coverage for full-time employees who qualify for and are enrolled in the School District group health and hospitalization plan; effective September 1, 2022, the School Board shall contribute up to **\$715.00** per month of the premium cost to the District plan for full-time eligible and enrolled employees.

B. Family District Contribution: The District shall contribute up to **\$1,250.00** per month for full-time eligible and enrolled employees towards the premium for family coverage; effective September 1, 2022, the School Board contribution shall be up to **\$1,280.00** per month.

C. Dual Spouse District Contribution: If both married spouses work full time for the District and both are benefit eligible and enrolled, the District shall contribute up to **\$1,950.00** per month of the premium for family coverage; effective September 1, 2022, the School Board contribution shall be up to **\$1,995.00** per month.

D. Any additional cost of the premiums shall be paid by the employee via payroll deductions.

Subd. 2. Dental Insurance: The District shall contribute up to a maximum of \$80.00 per month for eligible enrolled employees in accordance with the School District Dental plan.

Subd. 3. Income Protection: The employer will pay the premium of income protection insurance for employees who work eight (8) hours or more per day in the normal school year. Employees who are on a long-term disability leave shall be allowed to continue participation in any group insurance plan in which they participated prior to going on LTD.

Subd. 4. Term Life Insurance: A \$50,000 term life insurance policy for each employee in the normal school year will be paid by the employer.

Section 3. WORKERS' COMPENSATION:

The employer shall provide workers' compensation as required by law with the following provision: Upon the request of the employee who is absent from work as a result of a compensable injury, the employer 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.

Section 4. LIABILITY INSURANCE:

The employer shall provide liability insurance on all employees to cover acts of the employees while acting within the scope of their employment. Such policy shall include an errors and omission clause.

Section 5. LEAVE OF ABSENCE COVERAGE:

Employees on approved leave of absence shall be allowed to continue participation in any group insurance plan available (except long-term disability and workers' comp) provided they pay the premium themselves. Questions regarding eligibility for continuation of insurance coverage at the employee's expense during the leave should be directed to the Labor Relations and Benefits Department.

ARTICLE XII - LEAVES OF ABSENCE

Section 1. SICK LEAVE:

All 12 month/40 hours per week employees will be granted fifteen days of sick leave earned and prorated on a per pay day basis at the start of each school year for personal illness, serious illness of a member of the immediate family, or on account of death of a member of the immediate family. The immediate family shall include spouse, children, mother, father, sister, brother, and in-laws of similar degree of relationship as defined under Minnesota state law. Sick leave for full-time school year or part-time or part-year employees shall be prorated.

Sick leave shall accumulate to an unlimited amount.

Any employee who has used less than half of the year's allotted sick leave may choose to buy back up to three unused days at the employee's current wage rate of the salary schedule.

Section 2. PERSONAL LEAVE:

Three days of personal leave per year without salary deduction, the day to be deducted from sick leave, for business transaction, hearing, or consultation which requires the presence of a staff member during working hours and which would be impossible to fulfill at any other time. Personal leave will not be approved for absence resulting from weather conditions and its effect on transportation. Request for personal leave must be submitted to the staff member's first-level supervisor in writing two days in advance except in emergency cases. All requests must have the prior approval of the Labor Relations and Benefits Department. Personal leave days are not cumulative.

Section 3. MATERNITY/CHILD CARE LEAVE:

Maternity/child care leave of absence will be granted in accordance with the following regulations:

Subd. 1: Within ninety (90) days of learning of pregnancy, the employee shall provide a doctor's statement to her supervisor confirming pregnancy and anticipated delivery date.

Subd. 2: A "Request for Maternity Leave of Absence" shall be submitted to her supervisor addressed to the Employee Services Department at least ninety (90) days before the anticipated delivery date.

Subd. 3: The Superintendent of Schools or designee shall consider the employee's ability to perform the job assignment, and the wishes of the employee, in determining the starting date for the leave of absence. Notice of the leave will be forwarded to the employee and her supervisor.

Subd. 4: A maternity leave is defined as the period of time of disability and shall not normally exceed thirty (30) working days. A child care leave is defined as the period of time an employee intends for the convenience and comfort of the employee as well as the care of the child. Maternity/child care leave shall normally be no longer than a maximum of twelve (12) weeks per year. The return date shall be aligned with the beginning of school/fiscal/program calendar needs.

Subd. 5: Employees on leave shall have the district contribution of health insurance continued by the District in accordance with District FMLA policies and guidelines.

District seniority shall accumulate during the leave of absence.

An employee may choose to use earned sick leave for the regular duty days she is disabled up to and including thirty (30) days, upon submitting written request to the Labor Relations and Benefits Manager. This disability shall begin no later than the first day of birth.

Subd. 6: Circumstances of unusual nature may receive special consideration.

Subd. 7: Employees returning from maternity leave shall return to the same position; in the event the position no longer exists, the provision of Article XIII shall apply. Full-time twelve (12) or ten (10) month employees returning from child care leave shall return to the same position or a comparable position if it exists.

Subd. 8: Sick leave and vacation benefits accumulated at the start of the maternity/child care leave will be granted at the return of the leave.

Section 4. FAMILY/MEDICAL LEAVE:

An employee will be eligible for family medical leave in accordance with state and federal statute.

Section 5. ADOPTION LEAVE:

A father, following the birth of his child, or a mother and/or father following the adoption of a child may use up to seven (7) days sick leave. The leave must commence within the first twelve months of the birth or adoption.

Section 6. UNPAID ABSENCE:

Absence without pay may be granted at the discretion of the employee's immediate supervisor.

Section 7. EDUCATIONAL LEAVE:

Subd. 1: Eligibility: Employees requesting educational leaves of absence must have completed two full years of employment at Anoka-Hennepin Independent School District No. 11. To qualify for an educational leave of absence, the employee must participate in an educational growth program directed at (1) enhancement of knowledge or skills within his/her current position, or (2) development of new skills or knowledge appropriate to preparation for advancement to another position in the school district.

Subd. 2: Application: The employee must present his/her planned program for educational growth to the appropriate district administrator (the administrator designated to authorize employment decisions for this particular category of employees) and obtain approval and recommendation at least 90 days prior to the starting date of the proposed leave. Final approval shall be at the discretion of the School Board.

Subd. 3: Duration: Educational leaves of absence will be granted for up to one full school year. Continuity of services will be of consideration in the granting of leaves of

absence which begin or end at times other than the beginning or ending of the school year.

Subd. 4: Notification of Intent to Return: Any classified employee on an educational leave of absence shall notify the district in writing to the personnel department of the intention to return no later than 90 days prior to the return date previously approved for the leave of absence.

Subd. 5: Benefits: Educational leaves shall be unpaid leaves of absence.

Subd. 6: Return: A classified employee returning from an educational leave of absence shall be offered the same position or, if such position is not available, a comparable position. The employee shall retain previously approved seniority while on educational leave of absence.

ARTICLE XIII - LAYOFF/SENIORITY/TRANSFER

Section 1. SENIORITY:

The employee's seniority date shall be determined by the employee's date of employment. An updated seniority list will be published by May 1 of each year and sent to the exclusive representative of the School Technical Specialists.

Section 2. LAYOFF:

In the event of layoffs due to elimination of position, the District shall give the affected incumbent 30 calendar days' notice. Recognizing the unique nature of each position within this unit, an affected incumbent will have rights to a position held by a less senior employee only if said incumbent has the qualifications and demonstrated ability to perform the duties of the less senior employee. Management reserves the right to make the final selection.

Section 3. RECALL:

Recall rights shall exist for two years from the date of layoff. Employees with recall rights shall be notified of any open positions or any new positions and shall be given the opportunity to request consideration for them under the conditions described in Section 2. Management reserves the right to make the final selection.

Section 4. TRANSFER:

All vacancies or new positions within the scope of this agreement shall be posted at all appropriate work locations for ten days. Employees may apply by submitting an electronic application to the Director of Employee Services. Special consideration will be given to School Technical Specialists, provided the employee is able to demonstrate

sufficient ability and qualification to perform the duties of the position. Management reserves the right to make the final selection.

ARTICLE XIV - GRIEVANCE PROCEDURE

Section 1. DEFINITIONS:

Subd. 1: A grievance shall mean a disagreement between a School Technical Specialist and the district as to the interpretation or application of terms and conditions contained in this agreement.

Subd. 2: "Days" mean calendar days excluding Saturday, Sunday, and legal holidays as defined by Minnesota statutes.

Subd. 3: "Service" means personal service or by mail.

Subd. 4: "Reduced to writing" means a concise statement outlining the nature of the grievance, the provisions of the contract in dispute, and the relief requested.

Subd. 5: "Answer" means a concise response outlining the employer's position on the grievance.

Section 2. REPRESENTATIVE:

The School Technical Specialist, 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 3. PROCEDURE:

Grievances as defined in SECTION 1 shall be settled in the following manner and the steps set forward must be followed in the order listed within the time limit prescribed.

Step 1 - The grievance shall be orally presented to the supervisor within 20 days after the employee knew or should have known of the alleged violation. No settlement in this step shall be made in violation of the written contract. If a settlement is not reached within two days after oral presentation to the assistant director, the grievance shall be reduced in writing with a clear statement of the issues involved. This shall be sent to the General Counsel with a copy to the supervisor for handling in accordance with Step 2.

Step 2 - The General Counsel shall establish a Step 2 hearing with the aggrieved and the second level supervisor. The Step 2 meeting will be held within five days after the employee has filed the written grievance and at a time and place mutually agreeable to the parties. The General Counsel shall provide an answer to the grievance and forward copies to the employee and to the Association within five days of the Step 2

hearing. If settlement is not reached in Step 2 within three days of disposition, the grievance is referred to Step 3.

Step 3 - Grievances referred to Step 3 shall be discussed between the Association and the General Counsel. This discussion shall take place within five days after the grievance has been referred to Step 3. If agreement is reached as a result of this meeting, the General Counsel shall issue a disposition of the matter which shall be final and binding. If agreement is not reached, the General Counsel shall provide an answer within three days to the Association, and the Association shall then provide within three days, a written notice of its intent regarding arbitration.

Step 4 - If agreement is not reached in Step 3, the aggrieved party shall, at the same time it notifies the General Counsel of its intent, petition the Public Employment Liberal Relations Board for assistance under the rules of PELRA as amended. The arbitrator shall set the time and place for the Step 4 hearing, the method of procedure, and issue all necessary rulings. The arbitrator shall have no power to add to, subtract from, or modify any of the terms of the agreement, and shall only be allowed to rule on those cases that apply to the definition of a grievance as defined in this article. The decision of the arbitrator, if within the scope of his power, shall be binding on both parties with the limitation of PELRA- as amended. The expense and fees of the arbitrator shall be borne jointly by the Board and the Association.

Section 4. RULES:

Any loss of time by the employee and his representatives to attend Step 4 in the grievance procedure shall not be compensated. The number of days indicated at each step of the grievance procedure shall be considered as maximum, and every effort made to expedite the grievance process. The parties by mutual written agreement may waive any step and extend any time lines in the grievance proceeding. However, failure to adhere to the time limits may result in a forfeiture of the grievance or in the case of the employer require mandatory alleviation of the grievance as outlined in the last statement by the exclusive representative or employee.

ARTICLE XV - RETIREMENT/SEVERANCE

For employees hired after July 1, 2007 the sick leave severance set forth in Section 1 is not available.

Section 1. RETIREMENT/SEVERANCE:

Employees who are immediately eligible for a state retirement pension benefit, have ten (10) years seniority in the District, and who notify the District of retirement no later than two (2) months prior to the retirement date and who receive state retirement benefits, shall qualify for up to one hundred (100) days of unused sick leave times the daily rate of

pay, including seniority less any District contribution to a matching 403(b) as set forth in Section 2, as retirement severance.

- a. Payment shall be made in one lump sum upon retirement to the District's Special Pay Plan in accordance with Federal rules and regulations and Plan documents. Deductions such as state and federal income tax, social security, or PERA shall be made only as required by law. If the School Technical Specialist dies before the severance payment has been made, the balance due shall be paid to a named beneficiary or, lacking same, to the estate of the deceased.
- b. This section shall not apply to any School Technical Specialist who is discharged for cause by the school district. The employee notification of retirement shall be waived in the event of District layoff or position elimination for the employee.

Section 2: 403(b)

The School District shall contribute up to **\$2,500.00** per year towards a matching 403(b) tax-sheltered annuity for all benefit eligible employees with one-year's seniority as of July 1; effective July 1, 2022, the School District shall contribute up to **\$2,800.00** per year towards a matching 403(b) tax-sheltered annuity for all benefit eligible employees with one-year's seniority as of July 1. The maximum individual lifetime matching contribution by the District shall be \$40,000.

For employees hired prior to July 1, 2007, each dollar contributed by the School District towards the matching 403(b) shall reduce the Retirement Severance payment, as set forth in Section 1, based on unused sick leave by the same dollar amount.

Section 3: Health and Dental

- a. Health and Dental Insurance: Benefit eligible and enrolled employees eligible for retirement as established by Section 1 may elect to continue to participate in the District's Health and Dental insurance programs. The value of accumulated sick leave over 100 sick days shall be allocated to the Health Care Savings Plan in accordance with Plan documents for the individual retiring employees.
- b. This section shall not apply to any School Technical Specialist who is discharged for cause by the school district. The employee notification of retirement shall be waived in the event of District layoff or position elimination for the employee.

ARTICLE XVI - DURATION

Section 1. TERMS AND REOPENING NEGOTIATIONS:

This agreement shall remain in full force and effect for a period commencing on July 1, 2021, through June 30, 2023, and thereafter until modifications are made pursuant to the PELRA as amended. If either party desires to modify or amend this agreement commencing on July 1, 2023, it shall give written notices of such intent no later than April

1, 2023. Unless otherwise mutually agreed, the party shall not commence negotiations more than 90 days prior to the expiration of this agreement.

Section 2. EFFECT:

This agreement constitutes the full and complete agreement between the School Board and Minnesota School Employees Association of School Technical Specialists. The provisions herein relating to terms and conditions of employment, supersede and take precedence over any and all prior agreements, resolutions, practices, school district policies, rules or regulations concerning terms and conditions of employment inconsistent with the provisions.

Section 3. FINALITY:

It is further agreed that any matters relating to the current contract term, whether or not referred to in this agreement, shall not be open for negotiations during the term of this agreement except by mutual agreement.

Section 4. 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 effect any other provision of this agreement or the application of any provisions thereof under different circumstances.

IN WITNESS WHEREOF the parties have executed the agreement as follows:

Anoka-Hennepin School
Technical Specialists

Amy Lind
Jill Woodbridge
Roni Crane
Melissa Helger
Christine H. Eric

Anoka-Hennepin Independent School
District No. 11

Mari Andersson
Emilee Medvede
Christi Hayes
Amy Piller
W. J. ...
Paul ...
...

General Counsel

Date 8/23/2021

APPENDIX A
Technical Specialists

Class A	Bindery
Class B	Records Clerk, Press Operator, Special Education Computer Specialist
Class C	Special Education Accounting Specialist, Graphic Arts Specialist
Class D	CAPE Center Specialist

The above titles are indicative only of those positions in existence at the time of entering into this contract, and are not a guarantee of continuance.

**IN THE MATTER OF A PETITION
FOR CLARIFICATION OF AN
APPROPRIATE UNIT**

October 7, 2021

Minnesota School Employees Association, St. Paul, Minnesota
- and -
Independent School District No. 11, Anoka-Hennepin, Anoka, Minnesota

BMS Case No. 22PCL0678

*****Amended***
UNIT CLARIFICATION ORDER**

INTRODUCTION

On October 5, 2021, the State of Minnesota, Bureau of Mediation Services (Bureau), received a petition for clarification of an appropriate unit filed by Minnesota School Employees Association, St. Paul, Minnesota (MSEA). The petition requested clarification of the appropriate bargaining units within Independent School District No. 11, Anoka-Hennepin, Anoka, Minnesota (District).

AGREEMENT OF THE PARTIES

As evidenced by the petition filed by Greg Gardner, on behalf of MSEA, and further communication with Anjie Flowers, on behalf of the District, it is agreed that the position of Curriculum Materials Attendant be included in the School Technical Special bargaining unit currently represented by MSEA.

ISSUE

Is the agreement of the parties appropriate?

FINDINGS AND ORDERS

1. The bargaining unit originally certified on April 4, 1984, under BMS Case No. 84PR0869, and currently represented by Minnesota School Employees Association, St. Paul, Minnesota is hereby amended to include the position of Curriculum Materials Attendant and is redefined as follows:

All School Technical Specialist, Print Shop Employees, and Curriculum Materials Attendants employed by Independent School District No. 11, Anoka-Hennepin, Anoka, Minnesota who are public employees within the meaning of Minn. Stat. 179A.03, subd. 14, excluding supervisory and confidential employees.

STATE OF MINNESOTA
Bureau of Mediation Services

JANET L. JOHNSON
Commissioner

/s/ TAYLOR . LEBSOCK
Representation Specialist

cc: Anjie Flowers
Greg Gardner

POSTING

THE EMPLOYER SHALL MAKE COPIES OF THIS ORDER UPON RECEIPT AND POST IT AT THE WORK LOCATION(S) OF ALL INVOLVED EMPLOYEES.