



**Collective Bargaining Agreement**  
**Between**  
**AFSCME Council 65, Local 1647-0003, AFL-CIO**  
**And**  
**Pine City School**  
**7/1/2022 – 6/30/2024**

AFSCME Council 65 Office: [info@afscme65.org](mailto:info@afscme65.org) or 888-474-3242

**WEINGARTEN RIGHTS**

If called to a meeting with management, you have rights to representation. State the following and call your labor representative: If this discussion could in any way lead to my being disciplined or terminated, or affect my personal working conditions, I respectfully request that my union representative be present at the meeting. Until my representative arrives, I choose not to participate in this discussion.

## **BECOME AN AFSCME 65 MEMBER**

Are you a new employee or not a member yet? Scan the QR code to sign up today and take advantage of the many benefits of AFSCME membership!



## **MEMBER BENEFITS**

Are you taking advantage of your union member benefits? Check out the many benefits available from AFSCME Advantage and Union Plus at:

[www.afscme.org/member-resources](http://www.afscme.org/member-resources)

[www.unionplus.org](http://www.unionplus.org)

*Make sure to have your member number handy when accessing these benefits.*

## **ORGANIZING**

Know someone who wants to form a union at their workplace? Contact our Organizing Department at 888-474-3242 or email [info@afscme65.org](mailto:info@afscme65.org) and inquire about forming a union. Make sure they tell us you referred them. Your Local benefits from referring new union members.



# **CLASSIFIED AGREEMENT**



**2022-2024**

# AFSCME

## LOCAL UNION 1647

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THIS AGREEMENT, DATED THE FIRST DAY OF JULY 2022 AND ENTERED INTO BETWEEN THE BOARD OF EDUCATION AND INDEPENDENT SCHOOL DISTRICT NO. 578, HEREINAFTER REFERRED TO AS THE "EMPLOYER" AND LOCAL UNION NO. 1647 OF THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFFILIATED WITH THE AMERICAN FEDERATION OF LABOR AND THE CONGRESS OF INDUSTRIAL ORGANIZATION, HEREINAFTER REFERRED TO AS THE "UNION."

## ARTICLE I: PURPOSE AND AGREEMENT

### Section 1. Exclusive Representative

This Agreement is entered into between Independent School District No. 578, Pine City, Minnesota, hereinafter referred to as the District, and the American Federation of State, County and Municipal Employees, AFL-CIO, Local Union No. 1647, hereinafter referred to as the exclusive representative or Union, pursuant to and in compliance with the Public Employment Labor Relations Act of 1971 as amended, hereinafter referred to as the P.E.L.R.A., to provide the terms and conditions of employment for custodians, food service employees, secretaries, paraprofessionals, interpreter, and work experience coordinator assistant during the duration of this Agreement.

NOTE: The terms and conditions of employment defined by P.E.L.R.A.

### Section 2. Disputes

The provisions of this Agreement constitute the sole procedure for the processing and settlement of any claim by an employee or the Union of a violation by the Employer or an employee of this Agreement. As the representative of the employees, the Union may process grievances through the grievance procedure including arbitration in accordance with this Agreement to adjust or settle the same.

## ARTICLE II: RESPONSIBILITIES OF PARTIES

### Section 1. Rights and Responsibilities

Each of the parties of this Agreement hereby acknowledges the rights and responsibilities of the other parties as defined under Minn. Stat. 179A.01 to 179A.40 and P.E.L.R.A., and agrees to discharge its responsibilities under this Agreement.

### Section 2. Observance of the Conditions

**Subd. 1.** The District and the Union are bound to observe the conditions of this Agreement.

**Subd. 2.** In addition to the responsibilities that may be provided elsewhere in this Agreement, the following shall be observed:

- A. The applicable procedure of this Agreement will be followed for the settlement of all grievances. All grievances shall be considered carefully and processed promptly in accordance with such procedures.
- B. There shall be no interference with the rights of employees to become or continue as members of the Union.

### Section 3. Personnel Files

**Subd. 1** All evaluations and files relating to each individual employee shall be available during regular school business hours upon written request. The employee shall have the right to reproduce any of the contents of the files at the employee's expense and to submit for inclusion in the file written information in response to any material contained therein. The District, however, may destroy such files as provided by law.

## ARTICLE III: DEFINITIONS

**Description of Appropriate Unit:** For purposes of this Agreement, the term custodians, food service employees, secretaries, paraprofessionals, interpreter, and work experience coordinator assistant, shall mean all persons in the appropriate unit employed by the District in such classifications/level excluding the following: confidential employees, supervisory employees, part-time employees whose services do not exceed 14 hours per week, or 35% of the normal work week in the employee's bargaining unit, employees who hold positions of a temporary, seasonal character, or regular substitutes for a period not in excess of 67 working days in any calendar year, and emergency employees.

**District:** For the purpose of administering this Agreement, the term "District" shall mean the School Board or its designated representative. The "Union" is defined as the certified exclusive representative of the bargaining unit: The American Federation of State, County and Municipal Employees, AFL-CIO, Minnesota Council 65, Local #1647 and its designated representatives.

**Union:** The "Union" is defined as the certified exclusive representative of the bargaining unit: The American Federation of State, County and Municipal Employees, AFL-CIO, Minnesota Council 65, Local #1647 and its designated representatives.

**Day:** A day is defined as the total number of hours assigned to work in one normal work day. Note: If the daily schedule varies, then the number of hours per day will be determined by averaging the number of hours assigned for the week.

**Other Terms:** Terms not defined in this Agreement shall have those meanings as defined by the P.E.L.R.A. References made to regular full and part-time shall mean all employees under the jurisdiction of Local 1647, Pine City Schools bargaining unit, as certified by the Bureau of Mediation Services. Full-time employees are defined as members of the bargaining unit who are regularly scheduled to work 30 hours or more per week.

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

### **Section 1. Inherent Managerial Rights**

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

### **Section 2. Management Responsibilities**

The Union recognizes the right and obligation of the School Board to efficiently manage and conduct the operation of the District within its legal limitations and with its primary obligation to provide educational opportunity for the students of the District.

### **Section 3. Effect of Laws, Rules and Regulations**

The Union recognizes that all employees covered by this Agreement shall perform the services and duties prescribed by the District and shall be governed by the laws of the State of Minnesota and by District rules, regulations, directives and orders issued by the properly designated officials of the District. The Union also recognizes the right, obligation and duty of the District and its duly designated officials to promulgate rules, regulations, directives and orders from time to time as deemed necessary by the District, insofar as such rules, regulations, directives and orders are not inconsistent with the terms of 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 such laws, rules, regulations, directives and orders shall be null and void and without force and effect.

## **ARTICLE V: RECOGNITION**

### **Section 1. Recognition of AFSCME**

The District hereby recognizes Local No. 1647, American Federation of State, County and Municipal Employees (AFSCME), Council 65, as the duly authorized bargaining agent for all employees of Independent School District No. 578, Pine City, Minnesota, who are not required to be certified by the State Board of Education or by School District No. 578, and who are employed for more than 14 hours per week and more than 67 working days per year in the initial classification, excluding supervisory and confidential employees, as per certification by the Bureau of Mediation Services, as defined under the P.E.L.R.A., 179.63, Subds. 6 and 7.

### **Section 2. Conflict with Terms and Conditions of Agreement**

The District shall not enter into any agreement with the employees coming under the jurisdiction of this Agreement either individually or collectively, which in any way conflicts with the terms and conditions of this Agreement. No discrimination shall be exercised against any employee because of race, creed, sex, color or political belief.

## **ARTICLE VI: CHECKOFF OF DUES**

### **Section 1. Union Dues**

The District agrees to deduct from the paycheck of each employee who has signed an authorized payroll deduction card a sum certified by the Union as dues. Deductions will be made from each payroll period bi-monthly and the total dues will be transmitted to the AFSCME Council 65 monthly. Deductions may be terminated by the giving written notice to the Union, or upon termination of employment, as stipulated under Section 179.06, Subd. 3, of the P.E.L.R.A.

## **ARTICLE VII: HOURS OF WORK**

### **Section 1. Normal Working Hours**

The normal hours of work for full-time employees shall be forty (40) hours per week not to exceed 2080 hours per year. This excludes

a duty-free one-half hour lunch break scheduled at the discretion of the District. A one-half hour duty free lunch for employees working less than eight hours per day may be taken at the discretion of the District. The Union reserves the right to meet and confer should problems arise in scheduling.

## **Section 2. Work Schedule**

Employees with more seniority in a classification may indicate a preference for shift or number of hours four weeks prior to the start of school. Employees will be notified to the extent possible prior to the start of each school term of their work schedules. Prior to any schedule change employees will be given advance notice by the District.

## **Section 3. Break Time**

Employees shall be entitled to two (2) - fifteen (15) minute breaks per seven (7) hour shift. Those employees working four (4) hours or more per day but less than seven (7) hours per day shall receive one (1) - fifteen (15) minute break.

## **Section 4. Emergency Closings**

### **Subd. 1. Full Day**

In the event in person school is not held on a regular scheduled workday due to inclement weather or other emergencies, employees are not required to report to work, with the exception of custodians. Employees not required to report to work, shall be given the option to work from home with permission of their supervisors. Custodians will report and work their normal number of hours or may be called in or dismissed early at the discretion of the District.

### **Subd. 2. Late Starts**

Employees are required to report at least one-half hour before school starts, or at the discretion of the district, with the exception of custodians and food service employees. Custodians will report at their normal start time or may be called in early at the discretion of the District. Food service employees shall report at the discretion of the District. Custodians and food service employees shall be paid time and one-half up to one half hour before school starts.

### **Subd. 3. Early Dismissals**

Employees may leave at the time the buses leave the bus lane, with the exception of custodians and food service employees. Custodians shall work their normal number of hours but may be called in early or dismissed early at the discretion of the District. Food service employees will be dismissed at the discretion of the District. Custodians and food service employees will be paid time and one-half after the buses leave the bus lane.

### **Subd. 4. Salary**

- A. Employees will be paid for emergency closings at their regular hourly rate, with the exception of custodians and food service employees.
- B. Custodians and food service employees shall receive the rate of pay indicated in Subd. 1, 2, and 3.
- C. In the event the lost time is made up, nine month employees are required to report to work without extra compensation.

## **ARTICLE VIII: OVERTIME HOURS**

### **Section 1. Overtime Compensation**

All hours worked in excess of the regular scheduled day shall be at straight time up to a maximum of forty (40) hours per week. All hours worked in excess of forty (40) hours per week shall be compensated at time and one-half the employee's regular rate of pay.

### **Section 2. Overtime Approval**

Prior approval of all overtime must be given by the District before payment of overtime shall be allowed, except in the case of an emergency.

### **Section 3. Compensatory Time**

In lieu of payment for overtime hours, an employee may accumulate compensatory time at time and one-half. Compensatory time must be used within within the school year prior approval has been obtained from the supervisor. A form must be completed by any employee who accumulates comp time and turned into their supervisor on a monthly basis.

### **Section 4. Weekend Duties**

All full and part-time custodians and food service employees will be placed on a rotation basis for work outside normal working hours on weekends or special events. If said employee cannot work on the weekend they are scheduled, then the individual employee will make arrangements with another employee.

## **ARTICLE IX: WAGES**

## **Section 1. Salary Schedule**

Employees shall be compensated in accordance with the wage schedule in Schedule of this Agreement.

## **Section 2. Step Advancement**

For the 2022-2024 contract:

Effective July 1, 2022 all employees shall be moved/place 2 steps higher in their current lane under the new pay grid

Effective July 1 2023, all employees shall be moved/place 1 step higher in their current lane

## **Section 3. Base Salary**

### **Subd. 1. Nine Month Employees**

- A. Employees working less than twenty (20) hours per week will be paid for student contact days.
- B. Employees working from twenty to thirty (20 to 30) hours per week will be paid for student contact days and 7 (seven) holidays
- C. Employees working more than thirty (30) hours per week will be paid for nine (9) vacation days, seven (7) holidays and student contact days with the exception of nine-month secretaries.
- D. Nine-month secretaries will be paid for 9 (nine) vacation days, 7 (seven) holidays, and student contact days. If supervisor/principal determines that there is a need, secretaries will be paid extended pay based on hourly rate and hours worked
- E. Holidays, vacation days, teacher workshop days and student contact days are averaged into each paycheck. Employees may have their annual salary distributed over 19 or 24 pay periods. The employee must contact the business office in writing by July 1 if a change is requested.

### **Subd. 2. Twelve Month employees**

- A. Employees will be paid for 260 days which includes twelve (12) vacation days, ten (10) holidays, teacher workshop days and student contact days. Employees may use vacation days with prior approval from the District. Any changes to the school calendar, once published, employees will be paid for hours they would have worked per the calendar.

## **Section 4. Substitute Pay**

All substitutes, with the exception of District employees, will be paid at 88% of Step I in the appropriate classification/level. District employees who substitute in a temporary position of less than 10 consecutive working days shall be paid their normal rate of pay. District employees working more than 10 consecutive working days shall be paid at the higher rate of pay beginning on the 11th day.

## **Section 5. Building Lead Custodian**

The Building Lead Custodian(s) shall be compensated according to Schedule A and B.

## **Section 6. Security Check**

The school district will give one hour minimum compensation for each building security check at time and one-half over forty (40) hours per week. Payment for the building security check can be in the form of wages or comp time and must be so noted on the comp form.

**Section 7.** Employees that are assigned to perform substantially all (50% +1 of the duties listed in the job description) of the duties of a higher paid job classification, shall be paid at the higher rate of pay of that job classification. The amount shall be no less than 1 step higher than their current rate of pay starting the 6th day.

**Section 8.** All employees that worked the 2020-2021 school year and returned for the 2021-2022 school year shall receive a one time lump sum payment of \$1,000

# **ARTICLE X: HEALTH AND WELFARE**

## **Section 1. Insurance**

- A. All employees working thirty (30) or more hours per week shall be eligible for the following health and welfare benefits.
  - a. The district shall provide a \$50,000 Term Life Insurance Plan.
  - b. The School District shall provide \$8,052 premium toward individual coverage or up to \$10,500 \$11,496 for premium toward family coverage for 2022-23 and 2023-24 for employees working 30 hours or more a week employed by the District who qualify for and are enrolled in the school district group health and hospitalization plan. Any additional cost of premium shall be borne by the employee and paid by payroll deduction.
  - c. All employees who qualify shall be covered by a long-term disability insurance policy carried by School District



with the full premium to be paid by the District.

- d. The District shall provide single coverage for each full time employee who qualifies for and is enrolled in the District dental insurance plan.
- B. Employees working in a temporary vacancy or position of six months or less are not eligible for the above benefits.
- C. The coverage listed above shall be continued when an employee is off work due to illness until his/her disability leave and vacation periods have been exhausted.
- D. The district shall contribute \$1500 for 2022-23 year and \$1600 for the 2023-24 year toward the Health Savings Account for employees that are enrolled and eligible.

**Section 2. In Lieu of Coverage**

In lieu of family medical insurance coverage for the entire fiscal year, an eligible employee may elect to be paid 30% of the district's contribution for family coverage as a cash payment on June 30 of each year and would be reported as a part of the employee's total wage. Eligible employees hired after July 1 shall receive a prorated share. State, Federal and FICA taxes would be deducted from the payment. Those who wish to participate in future years must notify the District by May 15 by completing the appropriate form. Employees hired after June 30, 2004 will not be eligible for this option.

**ARTICLE XI: HOLIDAYS/ PERSONAL LEAVE/VACATIONS**

**Section 1. Holidays Paid**

All employees working 20 hours per week or more shall receive the following paid holidays:

**12 month employees**

- New Year's Day
- Good Friday or Easter Monday
- Memorial Day
- July 4th
- Labor Day
- Thanksgiving Day
- Friday after Thanksgiving
- Christmas Eve Day
- Christmas Day
- President's Day\*

**9 month employees**

- New Year's Day
- Good Friday or Easter Monday
- Memorial Day
- Labor Day
- Thanksgiving Day
- Christmas Day
- President's Day\*

\*In the event that school is held on President's Day, employees will be required to work and receive no additional compensation. In the event an employee is called out to work or is scheduled to work on a holiday, the employee shall receive time and one-half for all hours worked plus an additional day's pay.

**Section 2. Weekend Holidays**

In the event any of these holidays fall on Saturday, the preceding Friday shall be deemed the holiday, and if any of the holidays fall on a Sunday, the following Monday shall be the holiday. Employees whose regular work day is Saturday shall receive a calendar indicating the holiday.

**Section 3. Personal Leave**

**Subd. 1. Nine Month Employees**

- A. Employees shall receive two personal leave days per year. Unused personal leave days may be carried forward for use in future years to a maximum accrual of five (5) days. Prior approval must be received from the District before taking leave.
- B. Request for personal leave must be made in the absence management online system to the building principal at least three school/business days in advance but within the school year, except in the event of emergencies. The District reserves the right to refuse to grant such leaves if under the circumstances a qualified substitute cannot be found. All personal leaves must have prior approval and at no time shall more than three (3) elementary classified, three (3) high school/ALC classified, and one (1) Vision classified be granted personal leave concurrently, unless approved by the Superintendent of Schools.

**Subd. 2. Twelve Month Employees**

- A. Employees who work at least 30 hours per week or more shall receive three personal leave days per year. Two personal leave days may be carried forward for use in future years to a maximum of five (5) days. Prior approval must be received from the District before taking leave.
- B. Request for personal leave must be made in absence management online system to the building principal at least three school/business days in advance, except in the event of emergencies. The District reserves the right to refuse

to grant such leaves if under the circumstances a qualified substitute cannot be found. All personal leaves must have prior approval and at no time shall more than three (3) elementary classified, three (3) high school/ALC classified, and one (1) Vision classified be granted personal leave concurrently, unless approved by the Superintendent of Schools.

**Subd. 3. Unused Personal Leave**

Any unused personal leave time during the year, the employee will be paid 75% of their daily rate of pay for a maximum of two personal days. The employee must notify the School District in writing by no later than June 1 of the present school year to participate in this buy-back.

**Section 4. Longevity**

**Subd. 1. Longevity Vacation**

**A. Nine Month Employees:**

Beginning with the tenth (10th) year of service, employees working twenty five (25) hours per week or more shall earn longevity vacation at the rate of three-fourths ( $\frac{3}{4}$ ) of a day per year to a maximum of six (6) days per year. Beginning with the tenth (10th) year of service, employees working less than twenty five (25) hours per week with an accrual of at least 120 combined leave days may exchange five (5) accrued combined days for one (1) vacation day per fiscal year.

**B. Twelve Month Employees:**

Beginning with the tenth (10th) year of service, employees working twenty five (25) hours per week or more shall earn longevity vacation at the rate of one (1) day per year to a maximum of eight (8) days per year.

**Section 5. Earned Vacation**

**Subd. 1. Nine Month Employees**

Employees working twenty five (25) hours per week or more shall earn one paid vacation day per month worked which will be averaged into their paycheck.

**Subd. 2. Twelve Month Employees**

Employees working 30 hours per week or more shall earn one vacation day per month and may be used with prior approval of the District.

In every case, the number of employees on vacation leave at any one time shall be determined by the District on a first-come first-serve basis when agreement cannot be reached among the employees themselves. Seniority rights will prevail in the selection of vacation time for competing requests. Senior employees cannot bump a junior employee from an approved vacation.

**Section 6. Unused Longevity/Vacation**

Unused longevity/vacation days may be accumulated to a maximum of twenty (20) days. Any unused longevity/vacation days accumulated over the maximum of 20 days as of June 30 (midnight) will be paid at the prior fiscal year rate on the employee's July 15 paycheck.

**Subd. 1. Nine Month Employees**

Employees may elect to convert any unused vacation to cash on June 30th of each year, to be paid the following pay period.

**Subd. 2. Twelve Month Employees**

Employees may elect to convert any unused vacation in excess of 10 days to cash on June 30th of each year, to be paid the following pay period.

**Section 7. Leave Unpaid**

Employees may be granted leave without pay due to special circumstances at the discretion of the District Superintendent and the employee has exhausted all of their personal and vacation leave.

**ARTICLE XII: COMBINED LEAVE**

**Section 1. Earned Combined Leave**

All regular full and part-time employees shall earn combined leave at the rate of one and one-half ( $1 \frac{1}{2}$ ) days per month worked accumulative to 120 days.

Adjustments will be made at the time the employee's work schedule increases more than five (5) hours per week. In the event of a second disability, the district will grant up to 50 additional days. However, the employee must have accumulated 120 days prior to the initial disability.

**Section 2. Use of Combined Leave**

Combined leave may be used to cover absences due to personal disability, family illness, doctor and dentist appointments, bereavement and other emergencies which cannot be planned for.

**Section 3. Injuries**

Any employee who is injured in the line of duty shall receive such compensation and expenses as are prescribed by the Worker's Compensation Law of the State of Minnesota. Such compensation shall be supplemented with an amount sufficient to maintain a regular salary for a period not to exceed the combined leave reserve. Such reserve shall be charged only for that portion in excess of the compensation payment. All employees shall have up to 15 days of combined leave reinstated when they return from a work related injury.

All injuries sustained, no matter how trivial they appear, must be reported to the District Office within twenty-four hours of the time of the accident. The District Office must report the accident to the insurance company within seven (7) days of the accident. (Refer to Worker's Compensation, M.S. 176).

**Section 4. Accrual of Combined Leave While On Leave**

**Subd. 1** An employee who is on leave of absence without pay shall not be able to use accrued combined leave credit during the leave of absence.

**Subd. 2** No combined leave credit will be accrued while an employee is away from work due to authorized leave of absence without pay or disability leave without pay.

**Section 5. Jury Service**

An employee who serves on jury duty or is a subpoenaed witness shall be granted the day or days necessary as stipulated by the court to discharge this responsibility without any salary deduction or loss of basic leave allowance. The compensation received for jury service, exclusive of meals and travel allowance, shall be remitted to the District.

**Section 6. Medical Certificate**

The 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 combined leave pay for personal disability. And an employee shall be required to furnish a medical certificate whenever he or she is anticipating using combined leave for a period in excess of fifteen consecutive duty days. In the event that a medical certificate will be required, an employee will be so advised. The District reserves the right to require the employee to be examined by a qualified physician chosen by the employee from a list of three physicians furnished by the District and to furnish a medical certificate, at the District's cost, to determine whether the employee is disabled and eligible to continue to use combined leave. However, the final determination as to the eligibility of an employee for combined leave is reserved to the District.

**ARTICLE XIII: CHILD CARE LEAVE**

**Section 1. Child Care Leave Definition**

Child care leave may be granted because of the need to prepare or provide parental care for a child or children of the employee for an extended period of time.

**Section 2. Child Care Leave Request**

An employee making application for child care leave shall inform the District in writing of intention to take the leave at least three calendar months before commencement of the intended leave.

**Section 3. Child Care Leave Use of Combined Leave**

If the reason for the child care leave is occasioned by pregnancy, the employee may utilize six weeks of combined leave pursuant to the combined leave provisions of the Agreement. However, the employee shall not be eligible for combined leave during a period of time covered by a child care leave. A pregnant employee will also provide, at the time of the leave application, a statement from her physician indicating the expected date of delivery.

**Section 4. Child Care Leave Duration**

**Subd. 1** A child care leave shall not exceed twelve (12) months in duration, except as provided in Subdivision 2 of this section. The School District may adjust the proposed beginning or ending date of a child care leave so that the date of the leave are coincident with some natural break in the school year—i.e., winter vacation, spring vacation, semester break, or quarter break, end of a grading period, end of the school year, or the like.

**Subd. 2** In making a determination concerning the commencement and duration of a child care leave, the District shall have the authority to:

- A. Grant any leave more than twelve (12) months in duration at the discretion of the District.
- B. Permit the employee to return to his or her employment prior to the date designated in the request for child care leave at the discretion of the District.

**Section 5. Child Care Leave Re-employment After**

An employee returning from child care leave shall be reemployed in his or her own position or a position of like status for which he or she is qualified unless previously discharged or laid off.

**Section 6. Return From Child Care Leave**

**Subd. 1.** An employee on a one year child care leave shall notify the District six weeks prior to the end of their leave as to their intention to return or not to return to work.

**Subd. 2.** Failure of the employee to return pursuant to the date determined under this Article shall constitute grounds for termination unless the District and the employee mutually agree to an extension in the leave.

**Section 7. Probationary Period**

The parties agree that the applicable periods of probation for employees as set in this Agreement are intended to be periods of actual work enabling the District to have opportunity to evaluate an employee's performance. The parties agree, therefore, that periods of time for which the employee is on child care leave shall not be counted in determining the completion of the probationary period.

**Section 8. Experience Credit**

An employee who returns from child care leave within the provisions of this section shall retain all previous experience credit for pay purposes and any unused leave time accumulated under the provisions of this Agreement at the commencement of the beginning of the leave.

**Section 9. Group Insurance**

An employee on child care 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 beginning of the child care leave. The right to continue participation in such group insurance programs, however, will terminate if the employee does not return to the District pursuant to this Section.

**Section 10. Child Care Without Benefits**

Leave under this section shall be without pay or fringe benefits, except as may be required by law.

**ARTICLE XIV: UNPAID LEAVE**

**Section 1. Duration**

An employee may take an unpaid leave of absence for personal reasons for one year only or additional days without pay or fringe benefits at the discretion of the District.

**Section 2. Extended Leave Request**

An employee taking an unpaid leave of absence shall inform the District in writing of intention to take the leave by February 1 of the current year and to inform the district if you plan to return from leave by February 1 of the next year. No more than one employee from each building shall be granted such leave each year with exceptions at the discretion of the District.

**Section 3. Return From Status**

An employee returning from an unpaid leave of absence shall be re-employed in his or her own position or a position of like status for which he or she is qualified unless previously laid off or discharged.

**Section 4. Return Notification**

An employee on an unpaid leave shall notify the District by February 1 of the current year as to their intention to return or not to return to work.

**Section 5. Group Insurance**

An employee on an unpaid leave of absence is eligible to participate in group insurance programs as permitted under the insurance policy provisions, but shall pay the entire premium for such programs as the employee wishes to retain, commencing with the beginning of the unpaid leave of absence. 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 Article.

## ARTICLE XV: RETIREMENT OPTIONS

### Section 1. 403(b)

**Subd. 1.** If the Employee's years of service in the district is greater than or equal to four (4) years, then an employee is eligible for a 3.5% district 403(b) match based on the employee's annual salary at the beginning of the school year. The lifetime maximum District contribution per employee is \$28,000.

**Subd. 2. Maximum Annual District Contribution For the Bargaining Group:** The maximum amount the School District will contribute towards the 403 (b) plan for all employees in the classified unit will be \$28,500 for the 2020-2021 school year and \$28,500 for the 2021-2022 school year. Eligible employees who choose to change their participation must notify the District by August 1 of each year of the amount they elect to contribute to the plan. In the event the total amount of eligible matching payments made by all employees in the unit exceeds the amount available for Board contributions in any fiscal year, the District's contributions will be prorated among the those employees so that the District's total contributions to the deferred compensation plan do not exceed the amount available for the fiscal year. In the event proration is necessary, employees with twenty (20) or more years of service shall be fully funded first. If the remaining funds are sufficient, employees with fifteen - nineteen (15-19) years service shall also be fully funded and employees with five - fourteen (5-14) years of service shall have their District's contribution prorated by a ratio equivalent to the money remaining divided by the maximum Board matching contribution. (Example: all employees five - fourteen (5-14) years of service get 90% of Board matching contribution for which they are eligible.)

### Section 2. Insurance

In addition, employees who apply for early retirement shall be eligible to remain in the existing group health and hospitalization insurance program. Such eligibility shall continue until the end of the school year in which the employee's 65th birthday occurs. All health insurance premiums shall be paid by the retiree after termination of employment. The district will deposit \$7,200 into a retiree-only HRA in the first year of retirement for the employees who have completed at least 15 years of service with the school district and are at least 55 years of age. In order to be eligible for retiree insurance an employee must be full time during the last five years prior to retirement.

### Section 3. Retirement Options

At retirement with 15 years or more of service and age 55, an employee shall receive one-half of accrued combined leave days up to a maximum of 60 days at the last rate of pay as a one-time cash payout to the retiree or surviving spouse, or deposited into a retiree-only HRA.

## ARTICLE XVI: SENIORITY

### Section 1. Seniority Definition

Seniority shall be granted to an employee who has been employed by the District and who has completed the probationary period of one year of active employment. During the probationary period, the employee may be discharged by the employer without cause and without constituting a grievance.

### Section 2. Classification

Seniority shall be by job classification accrued by the total amount of continuous service for the District from the first date of hire.

Employees who move from one classification to another through the posting procedure or promotion shall retain their accrued seniority in the previous held job class and shall accrue seniority in the new job class starting from the number zero. Employees who move from one classification or level to another through the posting procedure or promotion shall complete a probationary period of one year of active employment in the new position.

Classifications shall be:

- Food Service Employees Level I, III
- Secretary Level I, II, III
- Paraprofessional Level I, II, III, IV
- Custodians Level I, II, III

### Section 3. Retention and Loss of Seniority

An employee shall lose seniority upon voluntary resignation from employment or discharge. When an employee resigns, the District should be notified four weeks in advance if possible. An employee's seniority shall not be terminated because of absence due to illness, authorized leave of absence, or temporary layoffs up to a maximum of two years. Seniority shall not accrue while on leave of absence, temporary layoff, or if disability leave and vacation time has lapsed.

#### **Section 4. Layoff Notification**

The District shall provide the Union and employee(s) with a minimum of 30 calendar days notice prior to any layoffs or reduction in workforce, during which time efforts will be made to minimize the effect on other employees. If a reduction in force is necessary, the least senior employee shall be laid off within said classification. Employees shall be rehired according to seniority in the inverse order of layoff. In the event of a layoff, or reduction of force, a senior employee may exert his/her seniority preference over a junior employee in his/her classification or any classification in which the employee has established seniority rights, providing he/she has the necessary qualifications to perform the duties of the job.

An employee who intends to exercise such rights shall indicate to the District in writing the position they will bump into within 14 calendar days after receipt of the employer's notice. Thereafter, the affected employees will indicate to the District in writing the position for which their seniority will be exercised within five (5) calendar days. The District shall make the determination as to whether or not an employee has the necessary qualifications. In the event the employee is not satisfied with the determination, he/she may appeal through the normal grievance procedure. Notice of layoff, reduction in work hours, or recall notice should be made by certified mail to the employee's last address if possible. The District may initiate a three month trial period which may be extended upon mutual consent.

#### **Section 5. Seniority List Updated**

The seniority list shall be brought up to date by the District no later than December 1 of each calendar year, and shall be posted on employees' bulletin boards for a period of fifteen (15) days. A copy of the seniority list shall be given to the Union by the District.

### **ARTICLE XVII: VACANCIES**

#### **Section 1. Vacancy Definition**

Posting a vacancy is required when

- A. a new position is created by the District
- B. a part-time position is increased to 30 hours/week or more.

#### **Section 2. Temporary Positions**

Temporary positions of less than thirty (30) working days shall be assigned at the District's discretion. Temporary positions of thirty (30) working days or more may be temporarily filled by mutual agreement between the Union and District.

#### **Section 3. Vacancy**

Notice of all vacancies over thirty (30) working days shall be posted on employee's bulletin boards. Within five (5) working days, all applicants who possess the necessary qualifications shall be considered to fill the vacancy. Seniority shall prevail, providing the employee has the necessary qualifications. The District shall determine if the employee possesses the necessary qualifications. In the event no employees within a classification bid for said opening, employees from other classifications may apply. Seniority shall prevail providing the employee has the necessary qualifications. An employee who has retained frozen seniority in the classification of the job opening has priority over employees in other classifications. In the event the Union does not concur in the determination, the applicant shall have the right to appeal through the normal grievance procedure. If the vacancy has a higher rate of pay, qualified employee shall be placed in the next highest hourly rate on the pay schedule upon filling the vacancy. If the vacancy has a lower rate of pay, the employee shall move to an equal or next highest dollar amount. This provision shall apply to all vacancies as well as newly created positions. If a vacancy occurs, the District may assign work schedules if the hours do not affect benefits. Vacancies are to be posted in the following manner: job title, the rate of pay, the number of hours to be worked, and the classification.

### **ARTICLE XVIII: GRIEVANCE PROCEDURE**

#### **Section 1. Definitions**

**Grievance:** "Grievance" means a dispute or disagreement as to the interpretation or application of any terms of any contract required under Minnesota Statutes 179A.01, et seq.

**Days:** "Days" mean calendar days excluding Saturday, Sunday, and legal holidays as defined by Minnesota Statutes.

**Service:** "Service" means personal service or by certified mail.

**Reduced to Writing:** "Reduced to writing" means a concise statement outlining the nature of the grievance, the provision(s) of the contract in dispute, and the relief requested.

**Small Group of Employees:** "Small group of employees" means a group of employees consisting of five (5) or less.

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

## **Section 2. Applicable**

**STEP I** Whenever an employee or small group of employees have a grievance he/she or they shall meet on an informal basis with the employee's or employees' immediate supervisor in an attempt to resolve the grievance within twenty (20) days after the grievance occurred or twenty (20) days after the employee(s), through the use of reasonable diligence, should have had knowledge of the occurrence that gave rise to the grievance. If the grievance is not resolved within fifteen (15) days of the first informal meeting, the grievance may be reduced in writing by the Union and served upon the public employer's designate (see Step II). Service must be made within fifteen (15) days of the last informal meeting. The employer shall, within five (5) days of receipt of the written grievance, serve his answer upon the exclusive representative. In the event the exclusive representative refuses to process the grievance, the employee(s) may proceed with the grievance and if he/she so chooses, may select a designee to represent him/her.

If the grievance involves and affects more than five (5) employees, the grievance may be reduced in writing by the exclusive representative (or the employees or their designated representative in the event the exclusive representative has declined to proceed with the grievance) and must be served upon the employer within twenty (20) days after the grievance occurred or twenty (20) days after the grievants, through the use of reasonable diligence, should have had knowledge of the occurrence that gave rise to the grievance. The employer shall within five (5) days serve its answer upon the exclusive representative (or in the appropriate case, employee(s) or their designee).

**STEP II** The employer's representative shall meet with the Union (or in the appropriate case, employee(s) or their designee) within seven (7) days after receipt of the written grievance. The parties shall endeavor to mutually resolve the grievance. If a resolution of the grievance results, the terms of that resolution shall be written on or attached to the grievance and shall be signed by all parties. If no agreement is reached within fifteen (15) days of the first Step II meeting, the exclusive representative (or in the appropriate case, employee(s) or their designee), if he/she elects to proceed with the grievance, must proceed with Step III by serving a proper notification of the appropriate Step III official(s). The notification shall contain a concise statement indicating the intention of the parties to proceed with the grievance, an outline of the grievance, the provision(s) of the contract in dispute, and the relief requested.

**STEP III** The employer, its chief administrator or its special representative shall meet with the designated official of the exclusive representative (or in the appropriate case, employee(s) or their designee) within ten (10) days after receiving notice of intention to proceed with the grievance pursuant to Step II. If resolution of the grievance results, the parties shall reduce the resolution to writing and sign the memorandum as provided in Step II. If the parties are unable to reach the resolution to writing and sign the memorandum as provided in Step II. If the parties are unable to reach agreement within ten (10) days after the first Step III meeting, either party may request arbitration by serving a written notice on the other party of their intention to proceed with arbitration.

If a grievance procedure is provided by a system of civil service or other such body, the exclusive representative or employee(s) must elect either to process the grievance through this procedure or the civil service's or other such body's procedure, and in no event may a grievant avail himself of both procedures.

**STEP IV** The employer and the employee representative shall endeavor to select a mutually acceptable arbitrator to hear and decide the grievance. If the employer and the employee representative are unable to agree on an arbitrator, they may request from the Commissioner of the Bureau of Mediation Services, State of Minnesota, a list of five (5) names. The list maintained by the Commissioner of the Bureau of Mediation Services shall be made up of qualified arbitrators who have submitted an application to the Bureau. The parties shall alternately strike names from the list of five (5) arbitrators until only one (1) name remains. The remaining arbitrator shall hear and decide the grievance. If the parties are unable to agree on who shall strike the first name, the questions shall be decided by a flip of the coin. Each party shall be responsible for equally compensating the arbitrator for his/her fee and necessary expenses.

The arbitrator shall not have the power to add to, subtract from, or to modify in any way the terms of the existing contract. The decision of the arbitrator shall be final and binding on all parties to the dispute unless the decision violates any provision of the laws of Minnesota or rules or regulations promulgated thereunder, or municipal charters or ordinances or resolution enacted pursuant thereto, or which causes a penalty to be incurred thereunder. The decision shall be issued to the parties by the arbitrator, and a copy shall be filed with the Bureau of Mediation Services, State of Minnesota.

Processing of all grievances shall be during the normal work day whenever possible and employees shall not lose wages, due to their necessary participation. For purposes of this paragraph, employees entitled to wages during their necessary participation in a grievance proceeding are as follows:

- A. The number of employees equal to the number of persons participating in the grievance proceeding on behalf of the public employer; or
- B. If the number of persons participating on behalf of the public employer is less than three, three employees may still participate in the proceeding without loss of wages. The parties, by mutual written agreement, may waive any step and

extend any time limits in grievance procedure. However, failure to adhere to the time limits may result in a forfeit 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. The provisions of this grievance procedure shall be severable, and if any provisions or paragraph thereof or application of any such provision or paragraph under any circumstances is held invalid, it shall not affect any other provision or paragraph thereof under different circumstances.

## **ARTICLE XIX: EMPLOYEE DISCIPLINE**

### **Section 1. Employee Discipline**

**Subd. 1.** A disciplinary action will be taken against an employee only for just cause. Any disciplinary action shall comply with law and regulation, shall be fair and equitable, and shall be consistent with the principle of progressive discipline.

**Subd. 2.** Disciplinary action may include the following:

1. Oral reprimand
2. Written reprimand
3. Suspension with pay
4. Suspension without pay for up to five (5) duty days
5. Withholding of a scheduled salary increase
6. Discharge

**Subd. 3.** For any employee who commits an egregious act, the district may forgo progressive discipline steps.

**Subd. 4.** Whenever possible, the District shall discuss with the employee any concern which may lead to a disciplinary action and shall offer suggestions for correction before any disciplinary action is initiated.

**Subd. 5.** The employee is entitled, if so desired, to have a representative of the Union present in the event that he/she is being reprimanded, warned or disciplined for any infraction of rules and delinquency in professional performance. If the employee requests a representative, no action shall be taken with respect to the matter until a representative of the Association is present, provided that such representative shall be made available by the Association within 24 hours of the time the District proposes to meet with the employee to discuss the disciplinary action.

**Subd. 6.** No employee shall be disciplined without just cause. All information forming the basis for disciplinary action will be made available in writing to the employee at the time the action is taken.

### **Section 2. Veteran's Preference**

Nothing herein shall be construed to affect the status of war veterans in contravention of existing laws relating to war veterans' employment, discharge or promotion.

## **ARTICLE XX: GENERAL PROVISION**

### **Section 1. Access to Premises**

Representative of the American Federation of State, County and Municipal Employees, AFL-CIO, shall have access to the premise of the Employer at reasonable times and subject to reasonable rules to investigate grievances and other problems with which they are concerned so long as such access does not result in the disruption of the performance of duties by an employee(s) or the education of students.

### **Section 2. Bulletin Board**

The Union may erect and maintain a bulletin board of reasonable size to be placed in each one of the district buildings, which bulletin boards shall be for the use of the Union to post any notices or documents relating to Union affairs.

### **Section 3. Statutes Prevail**

Any article, clause or statement herein contained that in any way violates the laws of the State of Minnesota shall be disregarded, and the laws of the State of Minnesota and opinions of the Supreme Court, Attorney General, policies and rules and regulations of the State Department and the Board of Education that are applicable hereto shall apply and become binding on both parties.



**Section 4. Liability Insurance**

The Employer agrees to provide for liability insurance protection for employees covered by this Agreement, who are performing service under the direction of the District. Such liability protection shall be for tort actions arising out of an alleged act or omission occurring within the scope of such employee's assigned official employment duties, except where such tort action arises from ignorance of laws, malfeasance, willful or wanton neglect of duty, or criminal negligence.

**Section 5. Boiler License Reimbursement**

All employees shall be reimbursed one hundred percent (100%) of the cost of the renewal fees for any boiler license required by the School District for the employees' position or assignment.

### ARTICLE XXI: DURATION OF AGREEMENT

Except as otherwise provided, this Agreement shall continue in full force and effect until June 30, 2024. Either of the parties shall be required to submit a written notice at least sixty (60) days prior to the termination date of this Agreement for the purpose of negotiating a new Agreement. If a settlement on a new Agreement is not reached within the provided sixty (60) day period prior to termination, the present Agreement shall remain in effect until a new settlement is reached.

ADOPTED DATE: August 08, 2022

EFFECTIVE DATE: July 1, 2022

#### BOARD OF EDUCATION

Cindy Stoop  
Superintendent of Schools

Don Peterson  
Board Chair

J. Wallin  
Clerk

#### UNION

[Signature]  
Pine City Schools Chapter Chair

Lisa Western  
Pine City Schools Chapter Secretary

Sheila M. Pottery 8-12-2022  
AFSCME Staff Representative

**FY22 & FY 23 SALARY SCHEDULE**

	1	3	4	5	6	7	8
Sub Step 88%	10.53	12.50	12.79	14.65	14.92	15.08	15.51
1	11.97	14.21	14.53	16.65	16.95	17.14	17.62
2	12.35	14.65	14.97	17.16	17.48	17.69	18.18
3	12.72	15.09	15.43	17.69	18.00	18.21	18.73
4	13.10	15.54	15.89	18.21	18.52	18.75	19.28
5	13.47	15.97	16.34	18.73	19.05	19.30	19.83
6	13.85	16.42	16.79	19.24	19.57	19.82	20.39
7	14.22	16.86	17.25	19.78	20.09	20.36	20.94
8	14.60	17.31	17.71	20.29	20.61	20.89	21.49
9	14.96	17.75	18.15	20.80	21.13	21.43	22.04
10	15.33	18.19	18.60	21.32	21.66	21.97	22.60
11	15.72	18.65	19.07	21.85	22.20	22.51	23.17
12	16.11	19.11	19.55	22.40	22.75	23.08	23.75

## JOB CLASSIFICATION TABLE

CLASSIFICATION	LEVEL	JOB TITLE	PAY LANE
Custodian:	Level I	Summer Grounds / Building	1
Custodian:	Level II	Without Boiler License	5
Custodian:	Level III	With Boiler License	6
Vehicle Maintenance	Level I	Vehicle Maintenance	5
Food Service	Level I	Food & Nutrition Professionals	3-5
Food Service	Level III	Cook Manager	7
Paraprofessional	Level I	Health Assistant - Elementary & High School	4
Paraprofessional	Level I	Aide	1
Paraprofessional	Level II	Special Education Program Aide	5
Paraprofessional	Level II	Media Center Technology	7
Paraprofessional	Level II	Title I	5
Paraprofessional	Level II	Community Education ECFE	5
Paraprofessional	Level III	Area Learning Center	7
Paraprofessional	Level III	Special Education	7
Paraprofessional	Level III	Work Experience Assistant w/o license	8
Paraprofessional	Level IV	Interpreter w/License	8
Paraprofessional	Level IV	Nurse Assistant w/License	8
Secretary	Level II	Secretary - Elementary	6
Secretary	Level II	Community Education / ECFE	7
Secretary	Level II	High School Receptionist	6
Secretary	Level III	Activities Director	7
Secretary	Level III	Guidance Office	7
Secretary	Level III	Principal Secretary @ Elem & High School	7
Secretary	Level III	High School Principal Office/MARSS	8

Nurse Assistant w/ RN license annual stipend.....\$1,500.00  
 Lead custodial annual stipend per building.....\$2,600.00