Master Agreement
between
Independent School District No. 485
Royalton, MN
and the
AFSCME Council 65, Local 2564

July 1, 2021 – June 30, 2023

Royalton School District 485 appreciates the diversity of human beings and does not discriminate on the basis of race, color, creed, national origin, marital status, status with regard to public assistance, age, sex, religion sexual orientation or disability. The School District also makes reasonable accommodation to the known disabilities of qualified disabled individuals. This policy applies to all areas of education, employment, and programs and services operated by the School District.

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ARTICLE I PURPOSE

This Agreement is entered into between Independent School District No. 485, Royalton, Minnesota, hereinafter referred to as the District or the School District, and AFSCME Council 65, Local 2564, hereinafter referred to as the exclusive representative, pursuant to and in compliance with the Minnesota Public Employment Labor Relations Act of 1971, as amended, hereinafter referred to as PELRA, to provide the terms and conditions of employment for secretarial/clerical staff for the duration of this Agreement.

ARTICLE II RECOGNITION OF EXCLUSIVE REPRESENTATIVE

Section 1. Recognition: In accordance with PELRA, the School District recognizes AFSCME Council 65 as the exclusive representative for secretarial/clerical staff employed by the School District, which exclusive representative shall have those rights and duties as prescribed by PELRA and as described in this Agreement.

Section 2. Appropriate Unit: The exclusive representative shall represent all such employees of the School District as defined in ARTICLE III, Section 2. below and PELRA and in certification by the Commissioner of the Minnesota Bureau of Mediation Services (BMS). BMS Case No. 14PCE0645The unit is described as all secretarial/clerical employees of Independent School District No. 485, Royalton, Minnesota who are public employees within the meaning of Minn. Stat. 179A.03. subd. 14, excluding supervisory, confidential and district office employees.

ARTICLE III DEFINITIONS

Section 1. Terms and Conditions of Employment: The term, "terms and conditions of employment," means the hours of employment, the compensation therefor including fringe benefits except retirement contributions or benefits other than School District payment of, or contributions to, premiums for group insurance coverage of retired employees or severance pay, and the School District's personnel policies affecting the working conditions of the employees. "Terms and conditions of employment" is subject to the provisions of PELRA.

Section 2. Description of Appropriate Unit: For purposes of this Agreement, the word/term, "secretarial/clerical," shall mean all persons in the appropriate unit employed by the School District in such classifications excluding the following: confidential employees, supervisory employees, essential employees, part-time employees whose services do not exceed the lesser of fourteen (14) hours per week or thirty-five percent (35%) of the normal work week in the employee's bargaining unit, employees who hold positions of a temporary or seasonal character for a period not in excess of sixty-seven (67) working days in a calendar year unless those positions have already been filled in the same calendar year and the cumulative number of

days in the same position by all employees exceeds sixty-seven (67) calendar days in that year, and emergency employees.

Section 3. District or School District: For purposes of administering this Agreement, the word/term, "District/School District," shall mean the School Board or its designated representative(s).

Section 4. Other Terms: Terms not defined in this Agreement shall have those meanings as defined by PELRA.

ARTICLE IV SCHOOL DISTRICT RIGHTS

Section 1. Inherent Managerial Rights: The exclusive representative recognizes that the School District is not required to meet and negotiate on matters of inherent managerial policy as defined in PELRA, which include, but are not limited to, such areas of discretion or policy as the functions and programs of the School District, its overall budget, utilization of technology, the organizational structure, and selection and direction and number of personnel.

Section 2. School Board Responsibilities: The exclusive representative recognizes the right and obligation of the School Board to efficiently manage and conduct the operation of the School District within its legal limitations and with its primary obligation being to provide educational opportunities for the students of the School District.

Section 3. Effect of Rules, Regulations, Directives, and Orders: The exclusive representative recognizes that all employees covered by this Agreement shall perform the services prescribed by the School Board and shall be subject to School Board rules, regulations, directives, and orders issued by properly designated officials of the School District. The exclusive representative also recognizes the right, obligation, and duty of the School Board and its duly designated officials to promulgate rules, regulations, directives, and orders, from time to time, as deemed necessary by the School Board insofar as such rules, regulations, directives, and orders are not inconsistent with the terms of this Agreement.

Section 4. Reservation of Managerial Rights: The foregoing enumeration of rights and duties shall not be deemed to exclude other inherent managerial rights and managerial functions not expressly reserved, and all managerial rights and managerial functions not expressly delegated in this Agreement are reserved to the School District. All provisions of this Agreement shall be subject to the laws, rules and constitution of this state and federal government.

ARTICLE V EMPLOYEE RIGHTS

Section 1. Right to Views: Pursuant to PELRA, nothing contained in this Agreement shall be construed to limit, impair, or affect the right of any employee or his/her representative to the expression or communication of a view, grievance, complaint, or opinion regarding any matter related to the conditions or compensation of public employment or their betterment, so

long as the same is not designed to and does not interfere with the full, faithful, and proper performance of the duties of employment or circumvent the rights of the exclusive representative.

Section 2. Right to Join: Pursuant to PELRA, employees shall have the right to form and join labor or employee organizations and shall have the right not to form and join such organizations. Employees in an appropriate unit shall have the right, by secret ballot, to designate an exclusive representative for the purpose of negotiating grievance procedures and the terms and conditions of employment for such employees.

Section 3. Request for Dues Checkoff: Pursuant to PELRA, the exclusive representative shall be allowed dues checkoff for its members. Upon receipt of a properly executed authorization card of the employee involved, the School District will deduct from the employee's paycheck the dues that the employee has agreed to pay to the exclusive representative in eight (8) equal installments, beginning with the first pay period in October.

Section 4. Use of Facilities. The bargaining unit's members shall have the right to use School District facilities for meetings during unpaid time provided that it does not interfere with or disrupt school operations, if space is available, and is scheduled through the building secretary.

ARTICLE VI HOURS OF SERVICE AND DUTY YEAR

Section 1. Basic Work Week: The employee's basic work week shall be prescribed by the School District.

Section 2. Basic Work Year: The employee's basic work year shall be prescribed by the School District.

Section 3. Part-time Employees: The School District reserves the right to employ such employees as it deems desirable or necessary on a part-time or casual basis.

Section 4. Shifts and Starting Times: All employees will be assigned starting times and shifts as determined by the School District. Starting time and shifts may be changed during the school year at the discretion of the School District. Prior to a change in starting or ending times the employee shall be provided a ten (10) working day notice. No split shifts shall be assigned unless mutually agreed between the District and employee.

Section 5. Overtime: An employee may be required by the School District to perform overtime work. Any overtime must be pre-approved by the Superintendent, except in emergencies when a principal may pre-approve it. Overtime will be paid at one and one-half (1 ½) of the employee's normal hourly rate of pay in cash or compensatory time for all hours worked in excess of 40 hours a week.

With specific pre-approval from the superintendent, employees may earn compensatory time for hours worked for graduation, open house, conferences and trainings in excess of 40 hours a week.

Employee absences that result from the use of compensatory time must be covered within the bargaining unit at no incurred expense by the district.

Section 6. Lunch Period: Employees scheduled at least eight (8) hours per day shall be provided a paid lunch period of at least thirty (30) minutes.

Section 7. School Closing: In the event that school is closed for any reason and the School District does not require employees to perform services, the employees' compensation shall be reduced accordingly. If school starts late due to weather, the employee shall not be compensated for lost hours; however, if able employees may report at their regularly scheduled start time, with supervisor approval, to avoid lost hours. If school dismisses early due to weather, the employee shall be compensated for any lost hours.

ARTICLE VII PROBATIONARY PERIOD

Section 1. Initial Probation Period: An employee under the provisions of this Agreement shall serve a probationary period of one year from his/her first date of continuous employment in the School District, during which time the School District shall have the unqualified right to suspend without pay, discharge, or otherwise discipline such employee; and during this probationary period, the employee shall have no recourse through the grievance procedure, insofar as suspension, discharge or other discipline is concerned. However, a probationary employee shall have the right to bring a grievance on any other provisions of the contract alleged to have been violated.

Section 2. Probationary Period Change of Position/ Classification: In addition to the initial probationary period, an employee transferred or promoted to a different position/classification shall serve a new probationary period of sixty (60) working days in any such new position/classification. During this probationary period, if it is determined by the School District that the employee's performance in the new position/classification is unsatisfactory, the School District shall have the right to reassign the employee to the former position/classification.

If the School District reassigns an employee to his/her former position/classification, the employee shall regain his/her seniority in that position/classification.

Section 3. Completion of Probationary Period: An employee who has completed the probationary period may be suspended without pay or discharged only for just cause. An employee who has completed the probationary period and is suspended without pay or discharged shall have access to the grievance procedure.

ARTICLE VIII FILLING OF POSITIONS

Section 1. Posting of Positions: All vacancies and new positions within the bargaining unit will be posted internally for at least five (5) working days. For summer vacancies, written notice of the posting shall also be mailed to the Union president. For purposes of this Article, the term "vacancy" shall mean a position where no employee is holding a claim to the position (i.e., leave of absence). Applicants must submit their application in writing before the close of the posting.

Section 2. Hiring Most Qualified Person: The School District maintains the right to select the most qualified person for the position and to select from School District or non-School District personnel.

ARTICLE IX SENIORITY/ LAYOFF/ RECALL

Section 1. Seniority: Employees shall acquire seniority within their classification upon completion of the probationary period, from their first date of continuous employment in the bargaining unit. If two employees start on the same date, seniority shall be determined by who was offered a position first. For current employee's seniority date shall be the first date of hire within the school district.

Subd. 1. Continuous Seniority Date: An employee's seniority date shall be considered to be continuous, even though an employee does not work over the summer.

Subd. 2. End to Seniority: Seniority continues during continuous service in this bargaining unit and ends when an employee is terminated, resigns, or accepts a position outside of the unit.

Subd. 3. Seniority in Multiple Positions: If employees work in more than one position, they shall accrue seniority in each position. The seniority date of each position shall be the first date of continuous employment in each position.

Section 2. Layoff: Employees with the least seniority in their classification shall be laid off first. Employees to be laid off shall be given a thirty (30) calendar day notice of such lay off. An affected employee must provide a written response to the Human Resources Office within five (5) days after receiving notification of his/her right to a comparable position or forfeit the right to the position.

Subd. 1. Reduced Fifty Percent (50%) or More: An employee whose total current hours are eliminated or reduced by fifty percent (50%) or more, if qualified, shall have the right to displace the least senior person in the classification in the following order: (1) same position and (2) next related position(s), per Section 3 below.

Subd. 2. Situations When Layoff Doesn't Apply: This section does not apply in those cases where layoffs occur due to a building being closed temporarily (up to a year), equipment breakdown, quarantine, loss of utility, or damages from natural or unnatural disasters.

Section 3. Related Positions within Classifications: Displacement shall occur in the following related positions and classifications.

Elem/ High School Secretary- > Guidance Secretary- >
Attendance Secretary - > Door Monitor/ Secretary

Section 4. Recall: Recall is to any position in the bargaining unit in either building for which an employee is qualified within the bargaining unit.

Subd. 1. Seniority Retention: Employees who have been laid off shall retain their seniority, and right to recall in seniority order, for a period of twenty-four (24) months from the date of lay-off.

Sudb. 2. Filing Name and Address for Reinstatement: When laid off an employee shall file his/her name and address with the School District personnel office to which any notice of reinstatement or availability of position shall be mailed. Proof of service by the School District employee mailing such notice to the employee at the last known address shall be sufficient, and it shall be the responsibility of any laid-off employee to provide for forwarding of mail or for address changes. Failure of a notice to reach an employee shall not be the responsibility of the School District if any notice has been mailed as provided in this Article.

Subd. 3. Notice and Acceptance of Reemployment: If an opening subsequently occurs, the laid-off employee with the most seniority shall be the first recalled. The School District shall mail, by certified mail, the notice to such employee who shall have one (1) week from the date of mailing to accept the reemployment in writing. If the employee declines the position or fails to respond within one (1) week of the date of the mailing of the recall notice, the employee shall lose recall status. The starting date of employment shall be determined by the School District.

Subd. 4. No Break in Service: Layoff shall not be considered a break in service. Employees shall retain all previous service credit, advancing a step the following school year if employed by January 1 of that year.

Subd. 5. Forfeiting Seniority: An employee who is properly discharged or resigns shall forfeit seniority, and in the event of re-employment, seniority rights shall begin as of the date of re-employment.

Section 5. Seniority and Probationary List: By February 1 of each year, a seniority list and probationary list shall be provided by the School District and posted in each building.

Section 6. Long Term Substitute: A long term substitute who is continuously employed by the School District and subsequently hired for any position within this unit shall gain seniority from his/her first date of continuous employment.

ARTICLE X RIGHT OF ASSIGNMENT/WORKING OUT OF CLASS

Section 1. Right to Assign Employees: The School District maintains the right to assign employees as it deems necessary.

Section 2. Work Out of Class: When employees, at the direction of their Supervisor, work in a classification higher than their own for more than five (5) consecutive working days they shall be compensated at the same step in the higher classification that they are working.

For example: An attendance secretary (Step 5) fills in for an elementary secretary. They would be paid at Step 5 of the elementary secretary classification.

When working in a lower classification employee shall continue to receive their regular rate of pay.

ARTICLE XI RATES OF PAY

Section 1. Rates of Pay:

Subd. 1. 2019 – 2021 Rates of Pay2021-2023 Rates of Pay: The wages and salaries reflected in the attached salary schedules shall be a part of the Agreement for the period commencing July 1, 2021, to June 30, 2023.

2021-2022 2.5% per hour wage adjustment.

2022-2023 2.5% per hour wage adjustment.

Subd. 2. Status of Salary Schedule: For the duration of this Agreement, advancement on any salary schedule shall be subject to the terms of this Agreement. In the event a successor Agreement is not entered into prior to the expiration of this Agreement, an employee shall be compensated according to the current rate until a successor Agreement is fully ratified, and any change in compensation shall only be effective as of the date the successor Agreement is fully ratified and prorated from that date forward.

Section 2. Step Advancement: Advancement on any salary schedule shall be subject to the terms outlined in this Agreement, and may be granted to employees by the School District when the School District in its sole discretion determines that a step advancement is warranted.

Section 3. Eligibility for Step Advancement: To be eligible for an increment (step) on July 1 of a given year, the employee must be employed in the School District prior to the preceding January 1, and have worked for at least one-half of the work year.

Section 4. Withholding Salary Advancement: An individual employee's salary advancement is subject to the right of the School Board to withhold salary increases for good and sufficient grounds. An action withholding a salary increase shall be subject to the grievance procedure.

Section 5. Step Placement: New employees may be placed on the salary schedule commensurate with their experience and training to a limit of four (4) years. The Board of Education, at its discretion, may grant up to eight (8) years of outside credit.

Section 6. Experience Adjustment: Each employee, after completing the top step of his/her current pay scale, and after earning twelve (12) years of seniority in the School District (based on the board and union approved seniority list) may receive a longevity adjustment (non-accumulative) as follows:

13-15 years of seniority = $250 Stipend paid upon completion of the school year.

16-19 years of seniority = $.25/hour

20+ years of seniority = $.30/hour

Section 7. Experience Stipend: After reaching the top step of the pay scale the employee will receive a $250 Experience Stipend per year until the employee experience adjustment reaches year 13-15; see Section 6.

Section 8. Pay Methods: Employees shall be paid according to pay period methods established by the School District. Employees will be paid on a semi-monthly pay period method through direct deposit. Employees completing timesheets will be paid two weeks behind.

Section 9. School Activities. Employees may sign up to work school activities and events for up to a total of 40 hours in a work week. Under no circumstance shall an employee exceed 40 hours total in regularly scheduled work hours and school activities and event hours. Employees will receive a stipend according to the Schedule C coaching agreement in the REM contract for the hours worked at activities and events.

ARTICLE XII HOLIDAYS

Section 1. 20 Hours a Week Employees: Employees working a minimum of twenty (20) hours per week are paid for the following holidays: Thanksgiving, Friday after Thanksgiving, Christmas Eve, Christmas Day and President's Day.

The head secretary in the elementary and middle school/high school will be paid for the Memorial Day Holiday. Any other secretary that works a student day beyond the Memorial Day Holiday will be paid for that holiday in addition to the holidays listed in the above language.

ARTICLE XIII PUBLIC EMPLOYEES RETIREMENT ASSOCIATION (PERA)

Employees who meet the eligibility requirements for PERA, as defined by state statute, are required by law to join PERA.

ARTICLE XIV RESIGNATION/ JOB ABANDONMENT

Section 1. Resignation: To resign in good standing, an employee shall give at least ten (10) working days' notice of resignation. Such time period may be waived by mutual agreement between the parties.

Section 2. Job Abandonment: An employee's unauthorized absence of three (3) consecutive work days without notifying his/her supervisor shall constitute job abandonment and the employment relationship may be severed.

ARTICLE XV SEVERANCE PAY

Section 1. Severance Payment: Any employee who has completed twenty (20) years of continuous service with the School District and who has attained the minimum age of 55 or any employee who has completed twenty-five (25) years of continuous service with the School District will receive one-third (1/3) of their accumulated sick leave hours as severance pay upon leaving service with the School District unless terminated for cause. Any employee who has completed thirty (30) years of continuous service with the School District will receive one-half (1/2) of their accumulated sick leave hours as severance pay upon leaving service with the School District unless terminated for cause. Payment will be based upon current rate of pay.

ARTICLE XVI 403(b) MATCHING CONTRIBUTION PLAN

Section 1. Eligibility: All employees who have worked at least one year with the School District and work twenty (20) hours a week or more will be eligible to participate in the deferred matching compensation plan in accordance with M.S. 356.24. The School District shall contribute annually an amount equal to the amount contributed by the employee subject to the limits listed below.

All secretarial/clerical employees hired after July 1, 2012 will only be eligible to participate in the deferred matching program and not the severance pay benefit in Article XV. All

others may participate in both the severance pay and the deferred matching program. The School District's lifetime maximum contribution to the deferred matching program or a combination of severance pay pursuant to Article XV and the deferred matching program shall not exceed $4,500.

Section 2. Employee Match: The School District's contribution will be $300 a year. The School District will make the forgoing matching contribution to only those employees choosing to participate in an approved 403(b) annuity account offered by the School District. The School District's matching contribution will be dollar-for-dollar as required under Minnesota Statutes Section 356.24. Employees may contribute any dollar amount in excess of the maximum yearly district match, but the annual limit on the amount individual employees may contribute to his/her 403(b) annuity account shall be governed by the applicable sections of the Internal Revenue Code and Regulations. If an employee chooses not to match the School District annual contribution, the unmatched portion is forfeited for that year. If the employee contributes less than the maximum yearly allowed contribution, the School District portion will be equally reduced. The reduced amount is forfeited for that year.

The employee's elected contribution for the plan year (September 1 to the following August 31) shall be divided and withheld equally over the nine month period between September 30th and June 15th.

Section 3. Approved Plans: The School District will make matching contributions only to deferred compensation plans offered by vendors selected by the School District.

Section 4. Intent to Participate/Enrollment Period: Employees eligible to enroll in the School District 403b match must declare their intent to participate by submitting a one-time signed Intent to Participate form to the payroll office by September 15th, or if the date falls on a weekend, the Friday preceding. This form is valid until the employee notifies the office in writing that they are no longer going to participate in the program. The plan year shall be from September 1st to the following August 31st. The employee is solely responsible for filing the Intent to Participate form.

Failure to participate in any given year shall result in the loss of benefit for that year, which cannot be made up in subsequent years. If the employee stops his/her contribution at any time during the year, it cannot be restarted until the following year. The employee will be permitted one change in contribution a year.

Section 5. Death of an Employee Participant: If an employee participant dies before retirement, the employee's 403(b) annuity account shall be given to his/her designated beneficiary, if any, otherwise to his/her estate.

Section 6. Discontinuance of Service: Individuals who, for whatever reason, leave the service of the School District prior to eligibility for the balance of the payout shall retain ownership of School District contributions and personal contributions made on their behalf to the

date of discontinuance of service. The School District shall retain no current or future liabilities for said investment programs as a result of the severing of service.

Section 7. Applicable Laws: The 403(b) annuity matching program of Independent School District No. 485 and/or the School District is subject to the Laws of the State of Minnesota, Minnesota Statutes Section 365.24 and the Internal Revenue Code. 26 U.S.C.@ 403(b).

Section 8. Portfolio Management: The management of both the individual and School District contributions shall be solely the responsibility of the employee in whose name the contributions have been made. The School District assumes no current or future liability of contributions made to these plans or for investment earnings (losses) which may accrue to these portfolios as a result of investment decision which are made by the employee.

Section 9. Hold Harmless Provisions: Employees are not to construe the Plan or the School District contributions to the Plan or the opportunity of the employee to match such contributions as legal, tax, or investment advice by the School District. The School District has neither reviewed nor approved any investment programs which the employee may obtain by way of contributions under the Matching Plan. The employee agrees to indemnify and hold harmless the Royalton School District from any adverse investment experience arising from or connected with contributions to the Matching Plan.

Section 10. Match Begins: The 403b match program for secretarial/clerical employees began in January 2013. The School District matching contribution was $150 in the first year. Beginning in the 2013-14 school year and thereafter the matching amount increased to $300 annually.

ARTICLE XVII GROUP INSURANCE

Section 1. Selection of Carrier: The selection of the insurance carrier shall be made by the School District as provided by law.

Section 2. Health and Hospitalization Insurance - Prorated Premiums: Employees working at least twenty-five (25) hours per week shall have hospital-medical premium benefits pro-rated to their FTE they work based on the Royalton Teachers premium rate for Single Coverage or Family Coverage per the employee selection for coverage. Any additional cost of the premium shall be paid by the employee and through payroll deduction over the period of school active employment in 18 payrolls.

Section 3. Cash in Lieu: The qualifying employee working 1,500 hours who chooses not to enroll in the District's health and hospitalization insurance will receive additional compensation in the amount of $2,167, which the employee may use for any purpose except to pay for coverage under the District's health plan. This amount will be paid to the employee, in the form of taxable salary, semi-annual basis upon documented proof of being covered under the

minimal requirement of the "Affordable Care Act" Cash in Lieu will no longer be an option or given for any employees hired after July 1, 2019

Section 4. Claims Against the School District: The School District's only obligation is to purchase an insurance policy and pay such amounts as agreed to in this Agreement, and no claim shall be made against the School District as a result of a denial of insurance benefits by an insurance carrier.

Section 5. Duration of Insurance Contributions: An employee is eligible for School District contributions as provided in this article as long as the employee is employed by the School District, on paid status, and enrolled in the School District's group health and hospitalization insurance plan. Upon termination of employment, all School District contributions shall cease.

Section 6. Eligibility: Full benefits provided in this article are designed for employees who are employed an average of at least forty (40) hours per week. Employees who are employed an average of at least twenty-five (25) hours per week and at least the regular school year shall be eligible for partial benefits proportional to the extent of their employment. Eligibility is subject to any limitations contained in the contract between the insurance carrier and the School District.

Section 7. Long-Term Disability Insurance: To participate in the Long-Term Disability Insurance program, an employee must work 1,200 hours per year. The School District shall contribute a hundred percent (100%) of the premium for the income protection policy. Such policy shall provide for benefits equal to at least 2/3 of the employee's salary, beginning after sixty (60) days of continuous absence due to disability.

Section 8. Life Insurance: To participate in the Life Insurance program, an employee must work twenty-five (25) hours per week. The School District shall pay for $50,000 coverage in a term-life policy. An employee may purchase an additional $50,000, paid for through payroll deduction.

Section 9. Non-Working Months: During non-working months, employees who enroll and continue to pay their portion of insurance costs in School District-provided insurances shall continue to receive the School District contribution during those non-working months.

ARTICLE XVIII FLEX PLAN

All employees are eligible to participate in the School District's Flex Plan. This plan allows for the tax sheltering of out of pocket medical and child care expenses. Details are available from the District Office.

ARTICLE XIX
LEAVES OF ABSENCE

Section 1. Sick Leave:

Subd. 1. Rate Sick Leave is Earned: An employee shall earn sick leave at the rate of one (1) day for each full month of service employed in the School District. Annual sick leave shall accrue monthly as it is earned on a proportionate basis to the employee's work year. An employee who works fewer than eight (8) hours a day shall earn pro-rated sick leave.

Subd. 2. Accumulated Sick Days: Unused sick leave days may accumulate to a maximum of one hundred twenty (120) days of sick leave per employee. Upon reaching one hundred twenty (120) days of accumulated sick leave, an employee shall be reimbursed for 25% of the excess days at the employee's daily rate of pay at the end of that school year.

Subd. 3. Use for Personal Illness: Sick leave with pay shall be allowed whenever an employee's absence is found to have been due to the employee's illness and/or disability which prevented his/her attendance at school and performance of duties on that day or days.

Subd. 4. Use for Ill or Injured Relatives:

(a) 160 Hour Provision: Up to 160 hours of accumulated sick leave during any 12-month period may be used by an employee to provide care for the employee's ill or injured adult child, spouse, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent for reasonable periods of time as the employee's attendance may be necessary.

(b) Minor Child: An employee may use his or her accumulated sick leave to provide care for the employee's ill or injured minor child for reasonable periods of time as the employee's attendance may be necessary.

(c) Definitions:

i. "Minor child" means a child who is under 18 years of age or under age 20 if the child is attending secondary school.
ii. "Child" includes a stepchild and a biological, adopted, or foster child.

(d) Eligibility: In order to be eligible for the benefits provided in this Subdivision 4, the employee must have performed services for the School District for at least 12 months preceding the leave request and for .50 FTE or greater during those 12 months.

(e) Other: This Subdivision 4 applies only to the employee's personal accumulated and unused sick leave. The same terms applying to an employee's use of sick leave for his or her own illness or injury are also applicable here.

Subd. 5. Medical Certificate: The School District may require an employee to furnish a medical certificate from a qualified physician as evidence of illness and/or disability pursuant to this section, indicating such absence was due to illness and/or disability, in order to qualify for sick leave pay. However, the final determination as to the eligibility of an employee for sick leave is reserved to the School District. In the event that a medical certificate will be required, the employee will be so advised.

Subd. 6. Deduction: Sick leave allowed shall be deducted from the accumulated sick leave days earned by the employee.

Subd. 7. Approval: Sick leave shall only be approved upon completion of request in AESOP.

See Section 4.

Section 2. Workers' Compensation: Pursuant to M.S. Chapter 176, an employee injured on the job in the service of the School District and collecting workers' compensation insurance may draw sick leave and receive full salary from the School District, the salary to be reduced by an amount equal to the insurance payments, and only that fraction of the days not covered by insurance will be deducted from accrued sick leave.

Section 3. Leave for Bereavement:

Subd. 1. Bereavement A: A leave of absence without loss of pay, not to exceed five (5) days, for each occurrence, shall be granted for the death of the Employee's spouse, child, parent or grandchild, and, in the case of the Employee's parent-in-law, not to exceed three (3) days. Up to five (5) additional days shall be granted, per occurrence, with a deduction of $50/day, for the death of the Employee's spouse, child, parent or grandchild and up to three (3) additional days, per occurrence, shall be granted, with deduction of $50/day, for the death of a parent-in-law.

Subd. 2. Bereavement B: A leave of absence without loss of pay, not to exceed two (2) days for each occurrence, shall be granted for death of the Employee's brother or sister, brother-in-law, sister-in-law, grandparents, son or daughter-in-law, grandparent-in-law or member of immediate household. Up to two (2) additional days of bereavement leave shall be granted, per occurrence, with a deduction of $50/day.

Subd. 3. Bereavement C: For the death of other relatives and friends, the Employee shall be granted up to one (1) day of bereavement leave, for each occurrence, with deduction of $50.

Subd. 4. Deductions: Deduction for $50/day(s) shall include salary, TRA, FICA/Medicare. Bereavement days must be used consecutively at one time.

Section 4. Child Care Leave:

Subd. 1. Use: A child care leave may be granted by the School District, subject to the provisions of this section, to one (1) employee-parent of a natural or adopted infant child, provided such employee-parent is caring for the child on a full-time basis.

Subd. 2. Request: An employee making application for child care leave shall inform the Superintendent in writing of the request to take the leave at least three (3) calendar months before commencement of the intended leave.

Subd. 3. Medical Statement: An employee will provide, at the time of the leave application, a statement from the attending physician indicating the expected date of delivery.

Subd. 4. Duration: In making a determination concerning the commencement and duration of a child care leave, the School Board shall not, in any event, be required to:

(1.) grant any leave more than twelve (12) months in duration;

(2.) permit the employee to return to employment prior to the date designated in the request for child care leave.

Subd. 5. Reinstatement: An employee returning from child care leave shall be reinstated in a position for which he/she is qualified unless previously discharged or laid off.

Subd. 6. Failure to Return: Failure of the employee to return by the date determined under this section shall constitute grounds for termination unless the School District and the employee mutually agree in writing to an extension in the leave.

Subd. 7. Salary and Fringe Benefits: Leave under this section shall be without pay or fringe benefits.

Section 5. Family and Medical Leave (FMLA): FMLA leave shall be granted pursuant to applicable law.

Section 6. Jury Service: An employee who serves on jury duty 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 duty service shall be remitted to the School District, exclusive of mileage.

Section 7. Military Leave: Military leave shall be granted pursuant to applicable law.

Section 8. Insurance Application: An employee on unpaid leave is eligible to continue to participate in group insurance programs if permitted under the insurance policy provisions. The employee shall pay the entire premium for such insurance commencing with the beginning of the leave and shall pay to the School District the monthly premium in advance, except as otherwise

provided in law. In the event the employee is on paid leave from the School District under Section 1. above or supplemented by sick leave pursuant to Section 2. above, the School District will continue insurance contributions as provided in this Agreement until sick leave is exhausted. Thereafter, the employee must pay the entire premium for any insurance retained.

Section 9. Credit: An employee who returns from unpaid leave shall retain experience credit for pay purposes and other benefits which had accrued at the time leave began. No credit shall accrue for the period of time that an employee was on unpaid leave.

Section 10. Eligibility: Full leave benefits provided in this article are designed for employees who are employed an average of at least forty (40) hours per week. Employees who are employed an average of at least twenty-five (25) hours per week and at least the regular school year shall be eligible for partial leave benefits proportional to the extent of their employment.

Section 11. Personal Leave:

Subd. 1. Rate Personal Leave is Earned: Employees with five (5) years or less of experience in the School District earn personal leave at the rate of one (1) day per year and may accumulate up to two (2) days. Employees who work fewer than eight (8) hours shall earn pro-rated personal leave.

Subd. 2. Accumulated Personal Leave: Starting with the sixth (6th) year in the School District, an employee may earn personal leave at the rate of two (2) days per year and may accumulate up to three (3) days of personal leave by banking one (1) day per year. Use of any combination of yearly earned personal leave and banked personal leave shall not exceed three (3) days at any given time. Banked days can only be used after the regular, allocated one (1) day provided in this section is used. Employees may not use more than two (2) days at any one time during the first thirty (30) and the last thirty (30) calendar days of the school year. Thirty (30) days shall begin with the first day of the duty year and will end with the last day of the duty year and shall include snow days, etc. Employees who work fewer than eight (8) hours shall earn pro-rated personal leave.

Employees who work ten (10) months or more in the year shall receive one additional personal day per year. This additional personal day may not carry over from year to year.

Subd. 3. Number of Employees on Leave at Same Time: Except in extreme emergencies, personal leave shall be requested through AESOP at least twenty-four (24) hours in advance. No more than one (1) employee per building may be on personal leave on any given day.

Subd. 4. Discretion of Employee's Supervisor: The use of personal leave is at the discretion of the employee's supervisor. Additional days off without pay shall not be taken without prior approval of the Superintendent.

Subd. 5. Conversion of sick leave to applicable flex days: Employees may elect to convert three (3) sick leave days per year to one (1) flex day that may be used in the same manner as a personal day. Unused flex days will be paid out at the employee's daily rate of pay. Flex day payments will be deposited into either the teacher's 403B account or their Health Savings Account.

Section 12. All Other Leave: The School District will adhere to all applicable federal and state laws governing the provision of a leave of absence for specific purposes outlined in law or statute other than those specified in this agreement.

ARTICLE XX ATTENDANCE AT CONFERENCES/WORKSHOPS

If required to attend workshops/in-services/conferences, the employee will be paid for the designated hours of the workshop including travel time.

If employees are not required to attend a workshop/in-service, but wish to do so, and are given approval from the Principal/Superintendent, they will be paid during the start and end times on the workshop/in-service agenda. The maximum compensation is up to 8 hours a day, excluding travel time.

ARTICLE XXI DISCIPLINE

Section 1. Discipline: The School District shall have the right to impose discipline on its employees for just cause. Discipline shall consist of oral reprimand, written reprimand, suspension with pay, suspension without pay, and discharge. The School District reserves the right to impose discipline at any level as determined by the School District based upon the circumstances surrounding the action. A conference between the employee and his/her supervisor shall be held prior to the imposition of written reprimand, suspension without pay, or discharge. An oral or written reprimand may be grieved up to Level III of the grievance procedure but may not be carried to mediation or arbitration.

ARTICLE XXII RESOLUTION OF DISPUTES

Employees who are having difficulty with another employee or their supervisor are required to contact their immediate supervisor to resolve the difficulty. If the difficulty cannot be resolved at that level, they are to proceed through the administrative structure--supervisor, principal, human resource director, superintendent, school board, in that order--to resolve their concern.

ARTICLE XXIII GRIEVANCE PROCEDURE

Section 1. Definitions:

Subd. 1. Grievance: The word, "grievance," shall mean an allegation, in writing, for an employee, or group of employees, that have been injured as a result of a dispute or disagreement between the employee and the School District as to the interpretation or application of the terms and conditions contained in this Agreement.

Subd. 2. Grievant(s): The word, "grievant(s)," shall mean an individual employee, a group of employees, or the exclusive representative who/which files a grievance as defined in Subd. 1. above. The grievant may be represented at any time in the grievance or arbitration procedure by a representative of the Union.

Subd. 3. Group of Employees: A group of fewer than ten (10) employees may file a grievance if a complaint arises out of the same transaction or occurrence and the facts and claim are common to all employees in the group.

Subd. 4. Exclusive Representative Grievance: The exclusive representative may file a grievance if a complaint involving ten (10) or more employees arises out of the same transaction or occurrence and the facts and claim are common to all employees in the group. The exclusive representative may also file a grievance if the allegation involves a specific right of the exclusive representative as provided in this Agreement.

Subd. 5. Days: Any reference to the word, "days," regarding time periods in this procedure shall refer to working days. The term, "working day," is defined as all week days not designated as holidays by state law.

Section 2. Representation: The grievant(s), administrator(s), or School Board may be represented during any step of the procedure by any person or agent designated by such party to act on the party's behalf.

Section 3. Interpretations:

Subd. 1. Extension: Time limits specified in this Agreement may be extended by mutual, written agreement.

Subd. 2. Computation of Time: In computing any period of time prescribed or allowed by procedures in this article, the date of the act, event, or default for which the designated period of time begins to run shall not be included. The last day of the period so computed shall be counted, unless it is a Saturday, a Sunday, or a legal holiday, in which event, the period runs until the end of the next day which is not a Saturday, a Sunday, or a legal holiday.

Subd. 3. Filing and Postmark: The filing or service of any notice or document required by this Agreement shall be timely if it is personally served or if it bears a certified postmark of the United States Postal Service within the time period.

Section 4. Time Limitation and Waiver: A grievance shall not be valid for consideration unless the grievance is submitted to the School District's designee in writing setting forth the

facts and the specific provision(s) of the Agreement allegedly violated and the particular relief sought within twenty (20) days after the date that the first event giving rise to the grievance occurred. Failure to file any grievance within such period shall be deemed a waiver of that grievance. Failure to appeal a grievance from one level to another within the time periods hereafter provided shall constitute a waiver of the grievance. An effort shall first be made to resolve an alleged grievance informally between the grievant(s) and the School District's designee.

Section 5. Resolution of Grievance: The School District and the grievant(s) shall attempt to resolve all grievances which may arise during the course of employment as follows:

Subd. 1. Level I: If the grievance is not resolved through informal discussion, the School District's designee shall give a written decision on the grievance to the parties involved within ten (10) days after receipt of the written grievance.

Subd. 2. Level II: In the event the grievance is not resolved in Level I, the decision rendered may be appealed to the Superintendent, provided such appeal is made, in writing, within five (5) days after the receipt of the decision in Level I. If a grievance is properly appealed to the Superintendent, the Superintendent or his/her designee shall set a time to meet regarding the grievance within fifteen (15) days after receipt of the appeal. Within ten (10) days after the meeting, the Superintendent or his/her designee shall issue a decision in writing to the parties involved.

Subd. 3. Level III: In the event the grievance is not resolved in Level II, the decision rendered may be appealed to the School Board, provided such appeal is made, in writing, within five (5) days after the receipt of the decision in Level II. If a grievance is properly appealed to the School Board, the School Board shall hear the grievance within twenty (20) days after receipt of the appeal. Within twenty (20) days after the meeting, the School Board shall issue its decision in writing to the parties involved. At the option of the School Board, a committee or representative(s) of the School Board may be designated by the School Board to hear the appeal at this level and report the findings and recommendations to the School Board. The School Board shall then render its decision.

Section 6. Denial of Grievance: Failure by the School Board or its representative(s) to issue a decision within the time period provided in this article shall constitute a denial of the grievance, and the grievant(s) may appeal it to the next level.

Section 7. Mediation: In the event the grievance is not resolved in Level III upon mutual agreement the grievance may be appealed to the Bureau of Mediation Services for assistance in the resolution of any grievance prior to arbitration. If the parties so agree, the timelines for such review and appeal to arbitration shall be adjusted by mutual agreement between the parties.

Section 8. Arbitration Procedures: In the event that the grievant(s) and the School Board are unable to resolve any grievance, the grievance may be submitted to arbitration as explained in this article.

Subd. 1. Request: A request to submit a grievance to arbitration must be in writing signed by the aggrieved grievant(s), and such request must be filed in the office of the Superintendent within ten (10) days following the decision in Level III above.

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

Subd. 3. Selection of Arbitrator: Upon the proper submission of a grievance under the terms of this procedure, the parties may, within ten (10) days after the request to arbitrate, attempt to agree upon the selection of an arbitrator. If no agreement on an arbitrator is reached, either party may request the Commissioner to submit a panel of seven (7) arbitrators to the parties, pursuant to PELRA, provided such request is made within twenty (20) days after the request for arbitration. The request shall ask that the panel be submitted within thirty (30) days after the receipt of said request. Within ten (10) days after receipt of the panel, the parties shall alternately strike names, and the remaining name shall be the arbitrator to hear the grievance. The order of striking will be determined by lot. Failure to agree upon an arbitrator or the failure to request an arbitrator from the Commissioner within the time period as provided in this article shall constitute a waiver of the grievance.

Subd. 4. Hearing: The grievance shall be heard by a single arbitrator, and both parties may be represented by such person(s) as they may choose and designate, and the parties shall have the right to a hearing at which time both parties will have the opportunity to submit evidence, offer testimony, and make oral or written arguments relating to the issues before the arbitrator. The proceeding before the arbitrator shall be a hearing de novo.

Subd. 5. Decision: Decisions by the arbitrator in cases properly before him/her shall be final and binding upon the parties, subject, however, to the limitations of arbitration decisions as provided in PELRA. The arbitrator shall issue a written decision and order including findings of fact which shall be based upon substantial and competent evidence presented at the hearing. All witnesses shall be sworn upon oath by the arbitrator.

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

Subd. 7. Jurisdiction: The arbitrator shall have jurisdiction over disputes or disagreements relating to grievances properly before him/her pursuant to the terms of this procedure. The jurisdiction of the arbitrator shall not extend to proposed changes in

terms and conditions of employment as defined and contained in this written Agreement; nor shall an arbitrator have jurisdiction over any grievance which has not been submitted to arbitration in compliance with the terms of the grievance and arbitration procedure as outlined in this article; nor shall the jurisdiction of the arbitrator extend to matters of inherent managerial policy, which shall include, but are not limited to, such areas of discretion or policy as the functions and programs of the School District, its overall budget, utilization of technology, the organizational structure, and selection and direction and number of personnel. In considering any issue in dispute, the arbitrator's order shall give due consideration to the statutory rights and obligations of the School Board to efficiently manage and conduct its operation within the legal limitations surrounding the financing of such operations.

Section 8. Election of Remedies and Waiver: A party instituting any action, proceeding, or complaint in a federal or state court of law or before an administrative tribunal, federal agency, state agency, or seeking relief through any statutory process for which relief may be granted, the subject matter of which may constitute a grievance under this Agreement, shall immediately thereupon waive any and all rights to pursue a grievance under this article. Upon instituting a proceeding in another forum as outlined in this Agreement, the employee(s) shall waive the right to initiate a grievance pursuant to this article, or, if the grievance is pending in the grievance procedure, the right to pursue it further shall be immediately waived. This section shall not apply to actions to compel arbitration as provided in the Agreement or to enforce the award of an arbitrator.

ARTICLE XXIV DURATION

Section 1. Terms and Reopening Negotiations: This Agreement shall remain in full force and effect for a period commencing upon the date of its full ratification through June 30, 2021, and thereafter as provided by PELRA. If either party desires to modify or amend this Agreement commencing at its expiration, it shall give written notice of such intent to the other party no later than one hundred twenty (120) days prior to said expiration. Unless otherwise mutually agreed, the parties shall not commence negotiations more than ninety (90) days prior to the expiration date of this Agreement.

Section 2. Effect: This Agreement constitutes the full and complete Agreement between the School District and the exclusive representative. The provisions of this Agreement relating to terms and conditions of employment supersede any and all prior Agreements, resolutions, practices, and School District policies, rules, or regulations concerning terms and conditions of employment inconsistent with these provisions. Nothing in this Agreement shall be construed to obligate the School District to continue or discontinue existing or past practices or prohibit the School District from exercising all management rights, functions, and prerogatives, except insofar as this exercise would be in express violation of any term or terms of this Agreement.

Section 3. Finality: Any matters relating to the current Agreement term, whether or not referred to in this Agreement, shall not be open for negotiation during the term of this Agreement.

Section 4. Severability: The provisions of this Agreement shall be severable, and if any such provision or the application of any such provision under any circumstances is held invalid, it shall not affect any other provisions of this Agreement or the application of any provision.

For AFSCME Local 2564, Council 65

Luke Langner, Labor Representative

President

Secretary

Dated this 18 day of January, 2022

For the Royalton School District

Dr. Kristine Wehrkamp Superintendent

School Board Chair

School Board Clerk

Dated this 24 day of Jan, 2022

ARTICLE XXV SCHEDULE A 2021-2022 WAGE SCHEDULE

	Secretary	Career Resources Secretary	MS/HS/Elem Secretary
0	14.45	15.48	16.36
1	14.81	15.87	16.78
2	15.02	16.27	17.23
3	15.36	16.65	17.64
4	15.71	17.04	18.07
5	16.08	17.44	18.49
6	16.43	17.81	18.93
7	16.79	18.23	19.35
8	17.16	18.62	19.78
9	17.98	19.46	20.20
10			20.65
11			21.53

ARTICLE XXVI SCHEDULE B 2022-2023 WAGE SCHEDULE

	Secretary	Career Resources Secretary	MS/HS/Elem Secretary
0	14.81	15.86	16.77
1	15.18	16.26	17.20
2	15.39	16.67	17.66
3	15.75	17.06	18.08
4	16.11	17.46	18.52
5	16.48	17.87	18.95
6	16.84	18.26	19.41
7	17.21	18.69	19.84
8	17.59	19.09	20.28
9	18.43	19.95	20.71
10			21.17
11			22.06

Council 65
AFSCME
Minnesota, South Dakota, North Dakota

Luke Langner
Labor Representative
AFSCME Council 65
23602 County 86
Long Prairie, MN 56347

Shannon Douvier
Executive Director

Jo Musel Parr
Field and Organizing Services Director

Beverly Pekarna
Finance and Benefits Administrator

1-6-2022

Dear Superintendent Wehrkamp,

AFSCME Council 65 and Local 2564 Royalton School District Secretaries does not require a notary for the signatures and execution of the Collective Bargaining Agreement (CBA). This notice serves as confirmation that the CBA will be in full force and effect once the Exclusive Representative along with a Union Officer signs the document on behalf of the Bargaining Unit and a School Board Representative and the Superintendent signs on behalf of the District.

Respectfully,

Luke Langner

Luke Langner

Cc'd:

Dawn Hofstad – Union President
Michelle Brezinka – Admin. Assistant