



Working Agreement

between

**American Federation of State, County and
Municipal Employees
A.F.L. – C.I.O.
(Secretarial Union)**

and

Independent School District No. 492

July 1st, 2017 – June 30th, 2019

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Austin, Minnesota

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AUSTIN PUBLIC SCHOOLS – ISD #492
SECRETARIAL WORKING AGREEMENT

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**WORKING AGREEMENT BETWEEN INDEPENDENT SCHOOL DISTRICT
NO. 492
AND THE AUSTIN SECRETARIAL UNIT**

ARTICLE 1 - Parties

This Agreement, entered into between Independent School District No. 492, Austin, Minnesota, hereinafter referred to as the School District or sometimes referred to as Employer, and the American Federation of State, County, and Municipal Employees, A.F.L. - C.I.O., Local No. 2566, Austin, Minnesota, hereinafter referred to as Union, pursuant to and in compliance with the Public Employment Labor Relations Act as amended; hereinafter referred to as the P.E.L.R.A. to provide the terms and conditions of employment for secretarial staff and instructional clerks during the duration of this agreement.

This Agreement shall remain in full force and effect for a period commencing on July 1, 2017, through June 30, 2019. If either party desires to modify or amend this Agreement commencing at its expiration, it shall give written notice of such intent no later than ninety (90) days prior to said expiration. Unless otherwise mutually agreed, the parties shall not commence negotiations more than ninety (90) days prior to the expiration of this Agreement.

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ARTICLE 2 - Recognition of Exclusive Representative

- A. **Recognition:** In accordance with P.E.L.R.A., the School District recognizes the American Federation of State, County, and Municipal Employees, A.F.L. - C.I.O., Local No. 2566, Austin, Minnesota, as the exclusive representative for secretarial staff and instructional clerks employed by Independent School District No. 492, which exclusive representative, shall have those rights and duties as prescribed by the P.E.L.R.A. and as described in the provisions of this agreement.

- B. **Appropriate Unit:** The exclusive representative shall represent all such employees of the district contained in the appropriate unit as defined in Article III, Paragraph B., of this Agreement and the P.E.L.R.A.

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ARTICLE 3 - Definitions

- A. Terms and Conditions of Employment: Shall mean the hours of employment, the compensation therefore including fringe benefits, and such employer's personnel policies affecting the working conditions of the employees as are set forth herein.

- B. Description of Appropriate Unit: For purposes of this Agreement, the term "secretarial staff and instructional clerks" shall mean all employees who are public employees within the meaning of Minnesota Statutes 179A.03, Subd. 14, in the secretarial staff and instructional clerks of the school district, excluding supervisors, confidential, and positions, whose services do not exceed fourteen (14) hours per week or more than sixty-seven (67) work days per calendar year, and all other employees; as set forth in the "Certification of Exclusive Representative" dated July 24, 1972, by the Bureau of Mediation Services in and for the State of Minnesota, Case No. 72-PR-1593.

- C. Days: Days shall mean calendar days unless otherwise noted.

- D. Other Terms: Terms not defined in this Agreement shall have those meanings as defined by the P.E.L.R.A.

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ARTICLE 4 - School Board Rights

- A. Inherent Managerial Rights: The exclusive representative recognizes that the School District is not required to meet and negotiate on matters of inherent managerial policy, which includes, 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.

- B. Management Responsibilities: The exclusive representative recognizes the right and obligation of the School Board to efficiently manage and conduct the operation of the School District within its legal limitations and with its primary obligation to provide educational opportunity for the students of the school district.

- C. Effect of Laws, Rules and Regulations: The exclusive representative recognizes that all employees covered by this Agreement shall perform the services and duties prescribed by the School District and shall be governed by the laws of the State of Minnesota, and by School District 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 District and its duly designated officials to promulgate rules, regulations, directives and orders from time to time as deemed necessary by the School District insofar as such rules, regulations, directives and orders are not inconsistent with the terms of this agreement, and recognizes that the School District, all employees covered by this agreement, and all provisions of this agreement are subject to the laws of the State. Any provision of this agreement found to be in violation of any such laws, rules, regulations, directives or orders shall be null and void and without force and effect.

- D. Reservation of Managerial Rights: The foregoing enumeration of the School District rights and duties shall not be deemed to exclude other inherent management rights and management functions not expressly reserved herein, and all management rights and management functions not expressly delegated in this agreement are reserved to the School District.

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ARTICLE 5 - Employee Rights

- A. **Right to Views:** Nothing contained in this Agreement shall be construed to limit, impair or affect the right of any employee or the representative to the expression or communication of a view, grievance, complaint or opinion on any matter related to the conditions or compensation of public employment or their betterment, as 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.
- B. **Right to Join:** Employees shall have the right to form and join labor or employee organizations, and shall have the right not to form and join such organizations. 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 employees of such unit with the School Board.
- C. **Request for Dues Check Off.** The Employer shall deduct an amount sufficient to provide the payment of regular dues and/or other Union approved deductions, established by the Union from the wages of all employees authorizing, in writing, such deduction on a properly executed authorization form; and the deduction of dues shall commence 30 working days after initial employment with the School District.
The Employer shall remit such deductions to *AFSCME Council 65 (118 Central Avenue, Nashwauk, MN 55769)* with a list of the names of the employees from whose wages deductions were made along with other pertinent employee information preferably in an Excel formatted report that may be electronically transmitted or by U.S. mail; and The Union shall provide the formula to calculate the actual dues deduction to the Employer and is willing to provide a spreadsheet that can be used to calculate the actual dues along with any set amount for local assessments, in an electronic Excel format or via U.S. mail-
- D. **“Fair Share” Fee Check Off.** The Union may collect a Fair Share Fee from bargaining unit members who choose not to become members of the Union. Any Fair Share Fee collected by the Union shall be accomplished in accordance with Minn. Stat. Sect. 179A.06, Subd. 3.
- E. **Indemnify.** The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders or judgments brought or issued against the Employer as a result of action taken by the Employer under all provisions of this Article.

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ARTICLE 6 - Wage Schedule

- A. Wage Schedule as set forth in the salary schedule attached hereto shall be a part of this Working Agreement and is herewith incorporated herein. It is understood and agreed that the increment steps shown on said salary schedule are not to be construed as being applicable for any year beyond the term of this Agreement or any subsequent renewals thereof.
- B. No employee shall be denied a negotiated salary increase.
- C. Employees shall be granted the step increase to the next higher step in their classification, to be effective on their anniversary date of employment. General pay increases will be based on the new rating level for their position.
- D. Any employee performing tasks over and/or above his/her own level of classification within his/her usual work day, as an additional job responsibility for fifteen (15) consecutive working days or more, shall be granted the pay rate of the higher classification for the period of time that the employee is performing the additional duties.
- E. All employees will be paid on the basis of twenty-six (26) payrolls within the fiscal year.

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ARTICLE 7 - Hours of Work

- A. The normal work day will be: Eight (8) hours of work on Monday – Thursday, and seven and one-half (7-1/2) hours of work on Friday. Lunch periods will be outside of the above eight (8) hours. The normal work week will be thirty-nine and one-half (39-1/2) hours of work Monday through Friday.
1. Exceptions to the above normal work day and normal work week are as follows:
- a. During the contract school year all employees shall work seven and one-half (7-1/2) hours instead of eight (8) hours on the following days:
- the Wednesday before Thanksgiving Day,
--the Thursday before Good Friday
- b. The exceptions to the normal work day and normal work week as set forth in paragraph A(1)(a) and A(1)(b) above will be applied to part time employees who are members of the appropriate unit and will be prorated based on their full time equivalency.
- B. The Superintendent of Schools, or his designee, shall have the prerogative of authorizing overtime pay or time off for overtime work for employees. Compensatory time must be taken within thirty (30) days of earning it, or if not allowed within that time frame, will be paid out. No other administrative personnel shall be authorized to grant overtime.
- C. The formula for figuring the hourly rate for overtime compensation shall be computed by dividing the employee's bi-weekly salary by seventy-nine (79) hours and multiplying by one and one-half (1-1/2) to determine overtime rate of pay.
- D. All hours worked in excess of eight (8) hours per day or thirty-nine and one-half (39-1/2) hours per week shall be considered overtime.

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ARTICLE 8 - Holidays

- A. Employees working a full calendar year will be granted the following paid holidays: New Year's Day, Good Friday, Memorial Day, July 4, Labor Day, Thanksgiving Thursday and Friday, the day before or after Christmas Day, Christmas Day, and the day before or after New Year's Day and one floating holiday per year. The District reserves the right to make the decision on whether the day off is before or after Christmas and New Years Day. The floating holiday will not be cumulative or carry-over into the following year. Approval for use of a floating holiday will be by the immediate supervisor and Director of Human Resources. If any of these holidays fall on Saturday or Sunday, said employees will have another day off with pay which day is to be selected by the School District.
- B. When a holiday falls during a full calendar year employee's vacation period, said employee shall receive an additional day of paid vacation.
- C. Any employee who is required to work on any of the above named holidays shall be paid his or her regular one day's pay for his or her work that day and in addition one day's straight time pay.
- D. Regular employees whose period of employment is less than the full calendar year will be granted the following paid holidays: New Year's Day, Good Friday, Memorial Day, Labor Day, Thanksgiving Thursday and Friday, the day before Christmas Day (or the day after Christmas Day, dependent on calendar in given year), Christmas Day and one floating holiday per year. The floating holiday will not be cumulative or carry-over into the following year. An employee unable to utilize the floating holiday during the work year will be paid for unused floating holiday (hours worked per day x hourly rate of pay) in the last payroll period of the work year. Approval for use of a floating holiday will be by the immediate supervisor and Director of Human Resources. If any of these holidays fall on Saturday or Sunday, said employees will have another day off with pay which day is to be selected by the School District.
- E. Employees will be allowed to use some of their earned compensatory time for the day before Thanksgiving as long as it remains a non-student day. In order to do so, up to one day of compensatory time will be allowed to accrue beyond the 30 day use requirement.

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ARTICLE 9 - Vacations

A. Employees who work a full calendar year are entitled to the following paid vacations:

1. Newly hired employees will begin accruing vacation on a monthly basis for the first year of employment from date of hire until June 30th. They will receive their allocation for time worked.

Vacation Accrual for Years Completed

Year Complete	Calculation	Per Year
Years 0 -5	.833 days per month worked	10 days
Years 6 – 11	1.25 days per month worked	15 days
Years 12 – 20	1.67 days per month worked	20 days
Year 21	1.75 days per month worked	21 days
Year 22	1.83 days per month worked	22 days
Year 23	1.92 days per month worked	23 days
Year 24	2.00 days per month worked	24 days
Years 25 & Beyond	2.08 days per month worked	25 days

Beginning July 1 of the each fiscal year, employees will receive their vacation allocation with pay.

2. Vacations normally should be used during the summer months. Any variation is to be cleared with the immediate supervisor and the Director of Human Resources. Accrued but unused vacation can be rolled over to the next year. Employees may roll over up to the number of days earned in the previous year with a maximum roll over time of 1 year. Any unused vacation days above the maximum number of days allowed to rolled over will be forfeited at the end of the day June 30th.
3. Prior to the end of the school year, department heads will consult with employees entitled to vacations and arrange a working schedule for vacation periods, in their own department. In determining vacation periods, the wishes of the employee shall be respected as to time of taking vacations insofar as the needs of the services in that department will permit. In cases where requests for the same vacation period conflict, seniority shall govern.

B. Individuals employed for a period of eleven (11) months will be granted eleven (11) days of paid vacation. Upon completion of twenty-one (21) years of full employment with the School District they shall receive one (1) additional day of vacation to a maximum of twelve (12) days of vacation. Upon completion of twenty-two (22) years of full employment with the School District they shall receive one (1) additional day of vacation to a maximum of thirteen (13) days of vacation. Upon completion of twenty-three (23) years of full employment with the School District they shall receive one (1) additional day of vacation to a maximum of fourteen (14) days of vacation. Upon completion of twenty-four (24) years of full employment with the School District, they shall receive one (1) additional day of vacation to a maximum of fifteen (15) days of vacation. Upon completion of twenty-five (25) years of full employment with the School District, they shall receive one (1) additional day of vacation for a maximum of sixteen (16) days. The conditions as described in Paragraph B of this Article shall apply.

Vacation Accrual for Years Completed (11 month contract)

Year Complete	Calculation	Per Year
Years 0 -20	1.00 days per month worked	11 days
Year 21	1.09 days per month worked	12 days
Year 22	1.18 days per month worked	13 days
Year 23	1.27 days per month worked	14 days
Year 24	1.36 days per month worked	15 days
Year 25 & Beyond	1.45 days per month worked	16 days

- C. Regular employees, whose period of employment is less than the full calendar year, will not work during Christmas recess nor Easter recess. Less than full calendar year employees will be granted ten (10) days of paid vacation per year provided they have worked at least nine (9) months in said year. Upon completion of twenty-one (21) years of full employment with the School District they shall receive one (1) additional day of vacation for a maximum of eleven (11) days. Upon completion of twenty-two (22) years of full employment with the School District they shall receive one (1) additional day of vacation for a maximum of twelve (12) days. Upon completion of twenty-three (23) years of full employment with the School District they shall receive one (1) additional day of vacation for a maximum of thirteen (13) days. Upon completion of twenty-four (24) years of full employment with the School District, they shall receive one (1) additional day of vacation to a maximum of fourteen (14) days of vacation. Upon completion of twenty-five (25) years of full employment with the School District, they shall receive one (1) additional day of vacation to a maximum of fifteen (15) days of vacation.

Vacation Accrual for Years Completed (10 month contract)

Year Complete	Calculation	Per Year
Years 0 -20	1.00 days per month worked	10 days
Year 21	1.10 days per month worked	11 days
Year 22	1.20 days per month worked	12 days
Year 23	1.30 days per month worked	13 days
Year 24	1.40 days per month worked	14 days
Year 25 & Beyond	1.50 days per month worked	15 days

Those working less than nine (9) months in said year shall receive .8 of a day per full calendar month employed. When the time is available during Christmas recess and Spring recess, these days will be used at such times. If there are more days available than number of paid vacation days due during these recess periods, employees will be docked for the excess number of days. If there are less days available during said recess periods than the number of allowed days of paid vacation, then the employees will be paid the number of days due at the termination of their work year.

- D. All employees shall be allowed to reschedule any vacation day(s) when called in to work on a previously scheduled vacation day(s).

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ARTICLE 10 - Sick Leave, Personal Leave and Medical Leave

- A. 1. Employees hired before July 1, 2017 working twelve (12) months shall earn sixteen (16) days sick leave with pay for each year of employment. Employees working eleven (11) months will earn fifteen (15) days sick leave with pay per year. Employees working ten (10) months will earn fourteen (14) days sick leave with pay per year. Unused sick leave shall accumulate. Unused days of sick leave shall be reported to employees on or about July 1 of each year.
 2. Employees hired on or after July 1, 2017 shall earn one (1) day of sick leave with pay for each month of employment. Unused sick leave shall accumulate. Unused days of sick leave shall be reported to employees on or about July 1 of each year.
 3. Effective July 1, 2023, all employees shall earn one (1) day of sick leave with pay for each month of employment. Unused sick leave shall accumulate. Unused days of sick leave shall be reported to employees on or about July 1 of each year. The language of this section (Article X.A.3) shall survive the expiration or termination of this Agreement and shall continue to bind the parties and their respective successors and assigns.
 4. Newly appointed employees will receive five (5) additional days of sick leave with pay the first year which shall not accumulate.
 5. Part-time employees shall receive prorated sick leave. For purposes of this Paragraph A.(5), part-time employees shall be those employees whose salary is equal to or greater than one-half (1/2) the salary schedule, providing such employees are either ten (10) month, eleven (11) month or twelve (12) month employees.
 6. Up to a maximum of nine (9) sick leave days per year may be used for an employee's parents, step parents, spouse, and adult children. In addition, up to a maximum of five (5) sick leave days per year may be used for sick family members as listed if it is deemed medically necessary for the employee to be in attendance: sister, brother, grandparents, grandchild, step child, father-in-law, mother-in-law, aunt, uncle, sister-in-law, brother-in-law, son-in-law, daughter-in-law, and grandparent-in-law. Per MN State Statute § 181.9413, an employee may use their sick leave for dependent children under the age of 18.
 7. The district may require proof of illness when an individual's request for sick leave is in question, or if an individual is requesting FMLA leave per requirements of that Act.
- B. Employees who are absent for any reason must report the daily absences to their supervisor or supervisor's designee of the office in which they work. The employee understands he/she must enter his/her absences into the District's attendance reporting system which is sent to the supervisor and Human Resources.
- C. When an employee is unable to work because of compensable injury covered by Workers' Compensation, the employee shall receive the difference between the employee's Workers' Compensation check and the employee's regular check until the accumulated sick leave is used up. Sick leave benefits for non-compensable injuries or illness shall be limited by the provisions of the income protection plan insurance currently in effect.

D. Personal leave will be allowed per the following conditions:

1. Two (2) days of leave may be used for personal business. Requests for utilization of a personal day leave shall be provided to the immediate supervisor, no later than three (3) days prior to the requested leave, except in cases of emergency. Such request shall be subject to the approval in advance by the Superintendent or his/her designee.
2. Additional personal leave may be granted to cover personal emergency or personal exceptional situations at the discretion of the Superintendent or his designee, but under such leave employees will suffer full pay deduction.
3. The employer reserves the right to limit the utilization of personal leave by employees on any given work day in order to provide an adequate work force to cover the needs of the School District.
4. An employee unable to utilize any paid personal leave day during his/her work year will be paid for unused personal days (hours worked per day x hourly rate of pay x number of personal days) in the last payroll period of the work year.

E. Medical Leave

1. After an employee has exhausted their sick leave and is not eligible for Income Protection Insurance, provided under Article 20, Section B., said employee may request and shall be granted an unpaid medical leave of absence up to six (6) months. At the end of six (6) months, an employee may request an extension of the unpaid medical leave and may be granted additional unpaid medical leave of up to six (6) months at the discretion of the Employer.
2. An employee on approved, unpaid medical leave of absence shall retain seniority which had previously been accrued. Seniority will be frozen at time of going on leave.
3. Upon return from an unpaid medical leave of absence of six (6) months or less, employee shall return to position held prior to going on leave. Upon return from an unpaid medical leave of absence of more than six (6) months, employee shall be placed in an available position. If no position is available, the returning employee may displace the least senior employee in the unit if the returning employee's seniority is greater.
5. The District shall not be responsible for paying the employer's share of any insurance for the employee while the employee is on an unpaid medical leave of absence, except as provided to eligible employees under the Family Medical Leave Act. An employee who is on an unpaid medical leave of absence may maintain all insurance by paying one (1) month in advance the cost of the insurance coverage each month.

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ARTICLE 11 - TAX DEFERRED MATCHING CONTRIBUTIONS PLAN 403(b)

A. **Eligibility:** An employee in District No. 492 shall be eligible to receive a District matching contribution to a state-approved 403(b) tax deferred matching annuity, in accordance with M.S. §356.24, as amended, provided that:

1. The employee has at least four (4) consecutive years of employment within the bargaining unit.
2. The employee has elected an authorized salary reduction contribution to a 403(b) tax deferred annuity to be paid by payroll deduction, with equal contributions each pay period to go into effect July 1 of the same year.
3. The employee notifies the District in writing by September 1, of their intention to participate in this non-elective 403(b) tax deferred annuity and the amount of his or her contribution. Such participation shall continue from year to year at the specified amount unless the employee notifies the District to the contrary.

B. **Amount of District Contribution:** Employees, after their fourth (4th) and through their eighth (8th) consecutive years of employment within the bargaining unit, shall be eligible to receive an annual maximum District matching contribution, applied dollar for dollar against the amount the employee elects to defer as a salary reduction contribution not to exceed Four Hundred Dollars and NO/100 Dollars (\$400.00). After the employee's eighth (8th) and through their fifteenth (15th) consecutive years of employment within the bargaining unit, shall be eligible to receive an annual maximum District matching contribution, applied dollar for dollar against the amount the employee elects to defer as a salary reduction not to exceed Six Hundred Dollars and NO/100 Dollars (\$600.00). After the employee's fifteenth (15th) consecutive year of employment within the bargaining unit, shall be eligible to receive an annual maximum District matching contribution, applied dollar for dollar against the amount the employee elects to defer as a salary reduction not to exceed Eight Hundred Dollars and NO/100 Dollars (\$800.00). The matching contribution shall be 100% non-forfeitable at all times. All years shall be consecutively employed by the District in the unit. Employees shall be eligible to receive an annual maximum District matching contribution, applied dollar for dollar against the amount the employee elects to defer as a salary reduction contribution, not to exceed the amounts shown above.

403B Match for Years Completed

Years of Service	District Matching Contribution
Years 5 to 8	\$400
Years 9 to 15	\$600
Years 16+	\$800

- C. **Reduction in Severance Pay Due to District Contribution to Matching Fund Plan:** The amount of severance pay to which an employee would be entitled to, under the provision of Article X, at the time of the employee's retirement shall be reduced by the total amount of the District's contributions toward a 403(b) annuity matching contribution plan for the individual employee (maximum of \$6,000.00).

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ARTICLE 12 - Child Care or Adoption Leave of Absence

A. Child Care or Adoption Leave

1. An employee who is pregnant or is adopting, and requests a leave of absence shall be granted a leave of absence not to exceed six (6) months. The Director of Human Resources or his /her designee will be responsible for working out the period of the child care/adoption leave with the employee. The ending date for the leave of absence shall be a maximum of six (6) months after termination of pregnancy or adoption.
2. However, upon receipt of a doctor's certificate prior to the end of such leave of absence, stating that because of complications resulting from such pregnancy, the employee is unable to return to work, then the employee's leave may be extended as required by the doctor; however, if an employee is required to be absent because of illness for twelve (12) months or more, the employee must wait until an opening occurs before returning.
3. Employees on child care or adoption leave will not necessarily be placed in the same position they held prior to going on maternity or adoption leave, but will be given a position equal in classification (if possible) and equal in pay to the job held by them prior to taking the child care or adoption leave of absence.
4. Any employee not returning at the expiration of six (6) months following termination of child care or adoption leave shall lose all seniority rights and rights to reemployment with the School District. The School District shall continue to pay medical insurance premiums during the period of a child care or adoption leave.

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ARTICLE 13 - Leave of Absence Without Pay or Benefits

An employee may apply for a leave of absence without pay or benefits for up to one (1) year. The approval or denial of such leave shall be at the discretion of the employer. Other employment may not be taken during the leave.

An employee on an approved leave of absence shall retain the seniority which had previously been accrued. Return from leave shall be to an available position.

Employees on leave must submit by April 1 a written request to return from a leave for the following August or ninety (90) calendar days prior to the end of the approved leave. Any employee who does not submit a written request shall be considered terminated, and the employer shall have no obligation to said employee. Employees granted a leave of absence for less than ninety (90) days shall notify the district in writing of their intent to return at least ten (10) working days in advance.

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ARTICLE 14 - Leave of Absence for Death in Immediate Family

- A. In the event of death in the immediate family (spouse, child, father (step), mother (step), mother-in-law, father-in-law, sister, brother, sister-in-law, brother-in-law, grandchild, or stepchild, grandparents, grandparents-in-law, daughter-in-law, son-in-law, aunt or uncle of the employee) may be allowed, if necessary, and depending upon the circumstances, and as determined in the discretion of the Superintendent of School or his designees, not to exceed five (5) days leave of absence in any one year with pay for each death provided that the total number of days of leave of absence in any one year with pay does not exceed fifteen (15) days.
- B. In the event of a death of a nephew/niece may be allowed, if necessary, and depending upon the circumstances, and as determined in the discretion of the Superintendent of School or his designees, not to exceed two (2) days leave of absence in any one year with pay for each death provided that the total number of days of leave of absence in any one year with pay does not exceed the fifteen (15) days for all occurrences listed in ARTICLE XIV, section A.
- C. Other relatives may be included in this listing without salary deductions under special situations at the discretion of the Superintendent. In extenuating circumstances, the Superintendent of School or his designees may grant leave with pay in excess of fifteen (15) days. Such leave is not to be deducted from an employee's sick leave allowance.
- D. Employees serving as pallbearers shall be allowed one-half day off if the funeral is in Austin, and not to exceed the full day off if the funeral is away from Austin. The employer may request proof of employee serving as pallbearer.

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ARTICLE 15 - Seniority

- A. Seniority standing shall be granted to all employees. The standing is to be determined on the basis of actual length of continuous service for the School District. Continuous service shall mean and include all employees who work at least eight (8) months per fiscal year which runs from July 1 to June 30.

Seniority standing shall be determined on the basis of actual length of continuous service with performance of similar duties, and granting one year's credit for each year in which the employee worked or works eight (8) months or longer in such classification of employment.

Any objections to the original seniority list as posted shall be made in writing within ten (10) days of the date of posting of said original list or be deemed to be waived for all purposes whatsoever.

- B. All new employees shall serve a one hundred-fifty (150) day probationary period during which time the employee may be discharged by the employer without cause and without the same causing breach of this agreement or constituting a grievance hereunder. Upon completion of the probationary period, seniority shall date back to the beginning of the probationary period. New employees added to the original seniority list shall not be entitled to past seniority for experience with the School District.
- C. Employees shall lose their seniority standing upon voluntary resignation from employment or upon discharge for cause. An employee's seniority shall not be terminated because of authorized leave of absence, temporary layoff, or absence due to illness unless it continues for a period of more than one year, and the seniority shall not accrue during such absences. However, seniority shall continue to accrue during authorized maternity leave up to six months, authorized sick leave and authorized leaves granted for the summer recess.
- D. Seniority lists shall be updated as employee changes are made, and on November 1st of each fiscal year shall be posted on the employees' bulletin board in the District Offices. A copy of the seniority list shall be sent by mail and/or email to the secretary of the union.

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ARTICLE 16 - Lay-off and Recall Procedure

- A. Subject to the provisions contained in Paragraphs B.(1), (2), (3), and (4), in case of layoff, the youngest in point of service shall be laid off; when the force is increased, those formerly laid off shall be rehired before others are employed. They shall be hired in the order of their seniority - the oldest first, etc. The employer shall notify the employees in writing. The employee must make his/her decision and serve notice within one week if he/she desires to return to the staff.
- B. In order to explain and clarify the procedure which is to be followed in the event that a school is closed or if one of the jobs in the working unit is discontinued and as a result thereof one or more of the employees in this unit are to be laid off, the following information is submitted. In the event the above happens, the following procedure will be used in the layoff:
1. For example, if a full time position is discontinued, the employee whose position is discontinued will then displace and take the job of the youngest employee in point of seniority who is full time, or of the youngest employee in point of seniority who is part-time, and who is in a job classification equal to or below that of the displaced employee. The employee that was displaced would then be laid off. If thereafter the working force of full time or part-time employees is increased, the full time employee who was laid off will be the first to be recalled to fill the full time or part-time position whichever is available, and the full time employees shall be recalled in the order of their seniority -- the oldest first, etc. Prior to recalling employees from layoff, the District shall first satisfy the provisions of this Agreement.

For purposes of this Article, a full time employee shall be an employee who works ten (10) months or more of the school year for at least seven (7) hours a day.

2. For example, if a part-time position is discontinued, the employee whose position is discontinued will then displace and take the job of the youngest employee in point of seniority who is part-time, and who is in a job classification equal to or below that of the displaced part-time employee. The part-time employee that was displaced would then be laid off. If thereafter the working force of part-time employees is increased, the part-time employee who was laid off will be the first to be recalled (provided there are no full time employees on the recall list), and the part-time employees shall be recalled in the order of their seniority -- oldest first, etc. Prior to recalling employees from layoff, the District shall first satisfy the provisions of this Agreement.

For purposes of this Article, a part-time employee shall be an employee who works ten (10) months or more of the school year for less than seven (7) hours a day.

3. Employees whose employment has been terminated for two years or more shall lose all rights of recall and no notice shall be sent to said employees. The employer will give notice of recall to the last address which the laid off employee has given to the employer in writing and notice of recall will also be sent to the Union. The laid off employee will have seven working days from the date of said notice within which the employee must notify the employer in writing that he/she will return to work and begin employment. If the employee does not do so, he/she will lose his/her rights to reemployment.
4. In the meantime, the displaced employee who continues to work in a lower job classification shall continue to receive the same salary (the rate of pay the employee was receiving before his/her displacement plus any increase that rate provided by the contract during the one year period) for a period of one year from the date he/she assumes his/her new duties. Furthermore, if the employee works overtime, his/her time and one-half will be computed on the basis of the salary being paid in the lower classification. At the expiration of the one year period, the employee will then be entitled to the same benefits paid to the other employees in the classification in which the employee is then working. In the event of a vacancy, the employee, of course, will be entitled to exercise his/her seniority as provided in this Working Agreement.

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ARTICLE 17 - Posting of Vacancies and Transfers

- A. A temporary vacancy up to sixty-seven (67) days may be filled at the discretion of the employer. In the event the position has an established higher rate of pay, the qualified employee filling such position shall receive such higher rate of pay when such appointment is made. Vacancies known to be in excess of sixty-seven (67) days shall be posted on the District Offices bulletin board, and announced across the District through email. This time frame may be waived by mutual agreement of the unit and district. Notification of the intent of the employer to fill a temporary vacancy of up to sixty-seven (67) days shall be given to the co-chairs of the unit prior to such vacancy being filled.
- B. A temporary substitution which is not within the provisions of Paragraph A above, may be made by the employer. In the event the position has an established higher rate of pay, the substituting employee shall receive (during the period of substitution) pay equal to the rate of pay in the higher classification on the same step which the employee is on in his/her regular classification. In order to be eligible for this higher rate of pay as a substitute, the employee must cover in that position for a minimum of fifteen (15) consecutive working days. (This does not mean that he/she advances to a higher step, if any, on which the employee being replaced may be on). Such substitution shall be authorized only by the Superintendent of Schools or his designee. In no event shall the provision apply to positions filled to replace employees who are on vacation.
- C. Notices of vacancies which will be in excess of sixty-seven (67) days and newly created positions shall be posted on the employee bulletin board in the District Offices; a copy of such notice shall be sent to the co-chairs of the Unit and announced across the District through email. The employees shall be given five (5) working days during the regular school year, or five (5) days [not counting weekends or holidays] during the summer period in which to make application to fill the vacancy or newly created position, and such application shall be made by completing an electronic application on the District approved job application software. Administration will review the list of applicants who applied electronically with the local union president. Newly created positions or vacancies are to be posted in the following manner: generally, the type of work, the place of work and the classification. Summer postings will be made available to all employees.
1. The employer shall have the right to determine from the top three applicants having the greatest seniority, the employee who is qualified to fill the position. In any case, if the employer concludes that none of the applicants is qualified to fill the position, then the employer may fill the position from among any other applicants who signed the posting. The decision of the employer shall remain until such decision is ruled to have been made arbitrarily or capriciously. Administration will notify all applicants in a timely manner regarding the outcome of the position. If none of the employees have posted for the position, the employer may fill it in any way it so desires. The employer must interview the three most senior employees who have signed the posting. A Union Officer or designee will have the option to sit in on all interviews for Unit positions, as long as they have been trained on the interview process. Applicants shall have the right to withdraw their application for the position within one (1) work day following their interview.

2. A unit position of less than twelve (12) months that is expanded to a greater number of months shall be posted and filled according to provisions of this article.
 3. A unit position of less than eight (8) hours per day that is expanded to a greater number of hours shall be posted and filled according to provisions of this article.
 4. Employees applying for and receiving a job in a higher classification shall have ninety (90) days qualification period on the change from one job to another and if not qualified or the person is unable to perform his/her job, then he/she may return to the prior classification.
- D. This article shall not be construed in such a way to give anyone a claim to a job, the duties of which the employee is not qualified to perform.
- E. Employer reserves and retains the sole and absolute right to transfer employees from one position to another within the same classification.
- F. In the cases of transfer from one classification of work to another, employees involved in the transfer shall not lose their seniority standing.

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ARTICLE 18 - Discipline and Discharge

- A. Discharges shall be made only for just cause. If not made for just cause, they shall be subject to grievance procedure.
- B. Employees shall be given a written copy of any disciplines along with an explanation as to what corrective action is to be taken by the employee. The employee shall be allowed to respond in writing to any disciplinary action that is taken against him/her and made a part of the employee's personnel file.
- C. Each employee shall have only one personnel file and no written allegation or record of disciplinary action may be used as a basis for further disciplinary action unless it has been made a part of the employee's personnel file.

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ARTICLE 19 - General Provisions

- A. Jury Duty: Any employee who is summoned for jury duty or subpoenaed as a witness shall receive his/her regular pay for such period and he/she shall reimburse the school district the amount of compensation he/she receives as a juror or a witness. "Subpoenaed as a witness" will not include any court appearance where the employee is the criminal defendant or where the employee is charged with a violation of the law. If found not guilty, pay will be reinstated if previously docked or personal days used will be restored.
- B. Bulletin Board: The Union shall be permitted the use of the bulletin board in the District Offices for posting matters of interest to members.
- C. Union Business: Up to two employees who are elected as delegates to represent the Union at international, state, or district conventions, and which require the absence from duty, may be granted the necessary time off to attend such conventions without pay and without discrimination and without loss of seniority rights or any other rights granted by the employer, provided such absence does not interfere with the services of the employee's departments as determined by the employer. For the purpose of mentorship, a member or members of the unit may be granted reasonable time, with administrative approval, to assist with orientation of new employees to the secretarial unit.
- D. Employee Absences: If any employee is absent for any reason other than those covered by this agreement or covered by other school district policies established from time to time, a full salary deduction shall be made.
- E. School Closing Due to Inclement Weather: When all schools are closed on order of the Superintendent of Schools or his designee because of inclement weather or other causes, the following applies:
1. If a building remains open and is safe, employees may elect to work on days that schools have been cancelled as long as they have supervisory approval. However, Supervisors cannot require employees to come in to work if the schools have been officially closed. If employees elect to come to work, they will be paid for hours worked, and will only be paid for hours not worked by using vacation or personal time if they do not work their entire shift.
 2. Employees notified not to report for work by 7:30 a.m. due to an emergency school closing will be paid for four (4) hours. (Amount to be prorated for part-time employees, less than eight (8) hours per day). Notification to the employees shall be sufficient if the local news media makes the announcement of emergency school closing by 7:30 a.m. of said day.
 3. If school is canceled due to an emergency school closing after an employee has reported for work, and employees elect to go home, the employee shall be paid for four (4) hours

if the closing is effectuated before 11:30 a.m. If the closing is effectuated after 11:30 a.m., the employee shall be paid for eight (8) hours. (Amount to be prorated for part-time employees, less than eight (8) hour day).

4. If the school starting time is delayed (“late start”), employees who come in at their regular start time will be paid for their regular scheduled day, unless the building is closed. Those employees who come in at the late start time may take vacation, personal leave, floating holiday, or deduction in pay for the hours absent due to the late start.
5. Sick days used during school days that are cancelled because of weather or other emergency conditions will not be reinstated. Sick leave being used for medical appointments during school days that are cancelled because of weather or emergency conditions will be reinstated if the employee was unable to keep the appointment. The employee will be responsible for notifying the Human Resources Office within two (2) working days that they were unable to attend the medical appointment in question.
6. Pre-approved personal leave used on a day when school is subsequently cancelled because of weather or emergency conditions will be reinstated if the employee has been unable to complete their activity. The employee will be responsible for notifying the Human Resources Office within two (2) working days that they were unable to complete their activity.

- F. Pay days: Pay days shall be every two calendar weeks. It is understood that the bi-weekly salary as provided herein shall be for a period of fifty-two calendar weeks rather than a full calendar year so the employer can avoid making an adjustment for a part of a pay period being under an old pay schedule and a part of a pay period being under a new pay schedule.

Employees will be paid by direct deposit. All salary amounts due shall be posted to the financial institution of the employee's choice for crediting to the employee's account. The financial institution must be a member of the automated clearing house.

- G. Wages Paid for Negotiations: If scheduled negotiation meetings between the employer and the exclusive representative for future working agreements are scheduled during the normal work day of an employee who is a member of the bargaining committee for the appropriate unit, the employer will pay all of such employee's regular wages for the time spent in such meetings which occur during such normal work day; however, not more than three employees, or more with administrative approval, shall be entitled to such wages .

- H. Incentive Policy: The Incentive Policy encourages unit members to pursue job-related training and education, and provides incentive pay to be added to the individual's base rate of pay. To be eligible for incentive credit, the activity has to meet an approval process and be pursued on the employee's time and at the employee's expense. It is understood that the district also at times provides training and education on the district's time and at the district's expense. These activities would not be eligible for incentive credit. The Incentive Program is described below:

1. Thirty (30) hours are required to receive the 10 cents increase to a maximum of 150 units. Incentive training could earn an employee an additional 50 cents per hour in addition to base pay.
2. Incentive training must have been obtained after July 1, 2004, in order to qualify for incentive pay.
3. Incentive pay experience must be pre-approved by the immediate supervisor and the Director of Human Resources. Once properly documented and submitted to Human Resources the pay adjustment will be made. Adjustments will be made once each year – July 1. There are no time limits on putting the thirty (30) hours together.

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ARTICLE 20 - Insurance

A. Hospitalization:

Employer will furnish full-time employees individual or family plan health and hospitalization insurance and such insurance plan shall be maintained at the actuarial equivalent of the plan in effect as of March 1, 1994. Coverage will be provided by a preferred provider organization. The employee will be allowed to choose from the following deductible plan options for the stated monthly cost to the employee. Changed due to federal law.

As of July 1, 2017 and continuing through June 30, 2019 subject to the conditions described herein, the employee shall choose from two (2) health insurance plan options covering both single and family selections if they wish to elect coverage. Those employees who previously elected one of the two (2) new plan options in 2008-2009 school year shall continue with those plan options and terms. The plan options and employer and employee contributions are as follows for each employee who qualifies for and is enrolled in the group health insurance plan:

1. \$250/\$500 Deductible Plan:

- a. Single Coverage: The School District will contribute ninety-three percent (93%) of the employee's premium for health insurance coverage for each employee who qualifies for and is enrolled in the group health insurance plan and who selects single coverage.
- b. Family Coverage: The School District will contribute eight-seven percent (87%) of the employee's premium for health insurance coverage for each employee who qualifies for and is enrolled in the group health insurance plan and who selects family coverage.

2. High Deductible Plan/HSA: The District shall offer a high-deductible health insurance plan coupled with a Health Savings Account (HSA) in addition to its Low Deductible Plan. The High Deductible Plan years will run July 1, 2017 through June 30, 2018 and July 1, 2018 through June 30, 2019. Each employee who chooses to enroll in the High Deductible/HSA Plan will receive a District contribution to a Health Savings Account set up for that employee. The following provisions apply to the High Deductible/HSA Plan offered by the District:

- a. Single Coverage: The School District will contribute one hundred percent (100%) of the employee's premium for health insurance coverage for each employee who qualifies for and is enrolled in the group health insurance plan and who selects single coverage.
 - (i.) The School District will contribute 50% of the deductible annually to each qualified employee's HSA account in one annual installment the first business day of employee's first qualifying year.

The School District will contribute 50% of the deductible annually to each qualified employee's HSA account in 4 equal payments of the first business day of each business quarter of employee's second qualifying year and thereafter.

(ii.) The employee will be responsible for the tax consequences of the contributions should they exceed the applicable contribution limit.

b. Family Coverage: The School District will contribute one hundred percent (100%) of the employee's premium for health insurance coverage for each employee who qualifies for and is enrolled in the group health insurance plan and who selects family coverage.

(i.) The School District will contribute 50% of the deductible annually to each qualified employee's HSA account in one annual installment the first business day of employee's first qualifying year.

The School District will contribute 50% of the deductible annually to each qualified employee's HSA account in 4 equal payments the first business day of each business quarter of employee's second qualifying year and thereafter.

(ii.) The employee will be responsible for the tax consequences of the contributions should they exceed the applicable contribution limit.

c. If a qualified bargaining unit member enters the HSA plan as a participant on a date after the first day of the HSA Plan year, the School District shall prorate the amount of the School District contribution to reflect the late entry. This prorated amount will be determined by the number of days the employee is contracted compared to the total contracted days of a full time employee.

All contributions on behalf of the HSA plan participant shall cease on the date the participant is no longer covered under the High Deductible health plan.

Contributions to the Health Savings Account arrangement described in this section in the future will be determined by a successor agreement.

d. The employer will be responsible for payment to the HSA for administrative fees during the time the employee is on the High Deductible insurance plan.

3. The cost of the premium not contributed by the School District for both single and family coverage shall be borne by the employee and paid by payroll deduction.

4. A full-time employee shall be an individual who is employed at least nine (9) months of the school year for seven (7) hours a day. Exceptions may be made by the Superintendent or his designee. Insurance coverage shall be provided and be effective from the first day the employee reports to work. If any current full-time employee has work hours cut to less than full-time status, the employee shall retain his/her benefits under this Article 20.

5. When the employer covers an employee and the husband or the wife is covered with another company or group and a greater amount is paid for the hospital and surgical benefits than was necessary and this results in a refund of money to the individual, that

amount must be returned to the employer.

6. When an employee resigns effective at the close of the school year, the final premium payment will be paid for the month in which school closes. An employee may remain in the group for a period of eighteen (18) months after termination provided the individual pays the premium.
 7. The employee who resigns may change to an individual policy, as noted in Paragraph Six (6), as outlined by the insurance company. It is the responsibility of the employee to contact the business office for necessary forms. No coverage is provided by the employer after the effective date of resignation.
 8. Premiums will continue to be paid for employees who are on paid leave of absence for personal illness or for employees eligible under FMLA. Premium may be paid to the employer by employees who are on leave of absence without pay for other reasons.
- B. Income Protection: The employer will continue to furnish all full-time employees with the income protection plan which is provided generally for employees of the School District. Sick leave may not be used once an employee has become eligible for long term disability insurance payments. Sick leave may be used after the employee returns to work subject to this Agreement and the terms and conditions of the District's long term disability insurance policy. Employees on continuous unpaid status for a duration of two years will no longer be eligible for this benefit.
- C. Life Insurance: The employer will furnish all full-time employees who are members of the appropriate unit, with a \$15,000 straight term life insurance policy providing accidental death and dismemberment benefits. This insurance shall not be provided for employees who work less than a seven (7) hour day. Exceptions may be made by the Superintendent or his designee.
- D. Dental Insurance: The employer will furnish all full-time employees up to \$21.89 per month for dental insurance providing for single coverage.

Deductible per coverage year \$50.00/individual maximum amount payable per covered person per coverage year is \$2,000.00. This insurance must be maintained as a selected group insurance. All employees will be required to be members of the group. Any additional premium cost will be paid by the employee by payroll deduction.

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ARTICLE 21 - Retirement

A. Insurance:

1. After a minimum of ten (10) years of service in the bargaining unit and reaching the age of fifty-six (56) or reaching the age of fifty-five (55) and be eligible to retire under the PERA "Rule of 90", an employee may retire and be provided the following benefits listed in 1 (a) through (d).
 - a. Choose from two (2) health insurance deductible plans \$250/\$500 Deductible or High Deductible Plan (coupled with a Health Savings Account) as listed in Article 20, and receive single coverage until age 65. The employee and employer will pay the same monthly contributions as active unit members at the time of retirement. Dependent coverage will be made available to the retiree at the retired employee's expense. Reimbursement to the District for dependent coverage must be paid in advance.
 - b. Employees hired into the unit on July 1, 2005 and thereafter, will receive an employer contribution of seventy-five percent (75%) of the single premium health insurance upon retirement. The employee and employer will pay the same monthly contributions as active unit members at the time of retirement. If retiree chooses the High Deductible Plan, the District will continue to contribute 50% of the single deductible amount into an HSA until age 65. Dependent coverage within the group will be made available to the retiree at the retired employee's expense. Reimbursement to the District for dependent coverage must be paid in advance.
 - c. New hires employed into the unit on July 1, 2006 and thereafter shall not be eligible to receive an employer contribution toward health insurance benefits upon retirement.
 - d. Term life insurance in the amount of \$10,000 (without accidental death and dismemberment coverage) for the employee. Such term life insurance shall cease the month in which the retiree reaches the age of 65.
 - e. If retiree retains employment with another employer after retiring from the District and he/she opts out of the District retiree insurance plan, the employee shall not be eligible to re-enroll in any School District insurance plans.

B. Severance:

1. Beginning with the 2017-2018 school year, the district will no longer fund any additional money towards severance. Severance will be paid out from the accrued accumulated balance. The accrued accumulated balance will be maintained by the APS business office and reported to the Secretarial unit in July of each year. Once the accrued accumulated balance reaches zero (\$0), employees will no longer be entitled to any benefit outlined in Article 21, Section B - Severance.
2. Employees retiring under the guidelines set forth in this Article 21 shall be entitled to a portion of their accumulated sick leave at the rate of \$60.00 per day, up to 100 days or a maximum of \$6,000 upon retirement. This benefit will be paid into the Minnesota Post Retirement Healthcare Savings Plan. The employee must submit his/her intent to retire to the Human Resources Department by June 30th of the school year preceding their retirement date and this benefit will be based on seniority. Employees who do not sign up by June 30th will be paid from any remaining funds in the order in which the Human Resources Department receives written notification. The severance payment shall be distributed as follows:
 - a. Retirees that elect to enroll in a District insurance deductible plan option other than a high deductible insurance option, the severance payment shall be distributed into a Minnesota Post Retirement Healthcare Savings Plan. The amount of severance will be contributed into the Minnesota PRHSP in a manner mutually agreed upon by the employee and employer.
 - b. Retirees that elect to enroll in the District's high deductible insurance option, the severance payment shall be distributed into a health savings account (HSA). The amount of severance will be contributed into an HSA to the maximum amount allowed by the IRS each year after June 30 of the separation of service year by the school district at a time and in a manner mutually agreed upon by the employee and employer until the total amount of severance is contributed not to exceed \$6,000. The retiree will be responsible for the tax consequences of the contributions should they exceed the applicable contribution limit.
 - c. Retirees that elect not to enroll in any District provided medical coverage; the severance payment shall be distributed into a Minnesota Post Retirement Healthcare Savings Plan. The amount of severance will be contributed into the Minnesota PRHSP in a manner mutually agreed upon by the employee and employer.
 - d. The amount of severance pay, to a maximum of \$6,000, to which an employee would be entitled to at the time of the employee's effective date of resignation from the School District shall be reduced by the total amount of the School District's contributions toward a 403(b) tax deferred matching contribution plan for that individual employee.

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ARTICLE 22 - Grievance Procedure

- A. Grievance Definition: A "grievance" shall mean a dispute or disagreement between the employee and the employer as to the interpretation or application of terms and conditions of employment insofar as such matters are contained in this agreement.
- B. Representative: The employee or employer may be represented during any step of the procedure by any person or agent designated by such party to act in his/her or its behalf. Such representative shall not exceed three in number.
- C. Definition and Interpretations:
1. Extension: Time limits specified in this agreement may be extended by mutual agreement.
 2. Days: Reference to days regarding time periods in this procedure shall refer to working days. A working day is defined as all week days (Monday through Friday) not designated as holidays by state law.
 3. Computation of Time: In computing any period of time prescribed or allowed by procedures herein, the date of the act, event, or default for which the designated period of time begins to run shall not be included. The last day of the period runs until the end of the next day which is not a Saturday, a Sunday, or a legal holiday.
 4. Filing and Postmark: The filing or service of any notice or document herein shall be timely if it bears a postmark of the United States mail within the time period.
- D. Time Limitation and Waiver: Grievances shall not be valid for consideration unless the grievance is served in writing upon the employer within twenty (20) days after the date the event giving rise to the grievance occurred, setting forth the facts and the specific provisions of this agreement allegedly violated and the particular relief sought. Failure to serve any grievance within such period shall be deemed a waiver thereof. Failure to appeal a grievance from one level to another within the time periods hereafter provided shall constitute a waiver of the grievance. An effort shall first be made to adjust an alleged grievance informally between the employee and the employer or its designee.
- E. Adjustment of Grievance: The employer and the employee shall attempt to adjust such grievances which may arise during the course of employment of any employee within the School District in the following manner:
1. Level I: If the written grievance is not resolved through informal discussions, the employer and its designee shall give a written decision on the grievance to the parties involved within ten days after receipt of the written grievance.

2. Level II: In the event the grievance is not resolved in Level I the decision rendered may be appealed to the Superintendent of Schools, provided such appeal is made in writing to said Superintendent within five days after receipt of the decision in Level I. If a grievance is properly appealed to the Superintendent, the Superintendent or his designee shall set a time mutually agreeable to meet regarding the grievance within fifteen days after receipt of the appeal. Within ten days after the meeting, the Superintendent or his designee shall issue a decision in writing to the parties involved.
 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 to said School Board within five (5) days after receipt of the decision in Level II. If a grievance is properly appealed to the School Board, the School Board shall set a time to 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 Board may be designated by the Board to hear the appeal at this level, and report its findings and recommendations to the School Board. The School Board shall then render its decision.
- F. Denial of Grievance: Failure by the School Board or its representative to issue a decision within the time period provided herein shall constitute a denial of the grievance and the employee may appeal it to the next level.
- G. Arbitration Procedures: In the event the employee and the School Board are unable to resolve any grievance, the grievance may be submitted to arbitration as defined herein:
1. Request: A request to submit a grievance to arbitration must be in writing signed by the aggrieved party, and such request must be filed in the office of the Superintendent of Schools within ten days following the decision in Level III of the grievance procedure.
 2. Prior Procedure Required: No grievance shall be considered by the arbitrator which has not been first duly processed in accordance with the grievance procedure and appeal provisions.
 3. Selection of Arbitrator: Upon the proper submission of a grievance under the terms of this procedure, the parties shall, within ten (10) days after the request to arbitrate, attempt to agree upon the selection of an arbitrator. If no agreement on an arbitrator is reached, either party may request the Bureau of Mediation Services, hereinafter referred to as BMS, to appoint an arbitrator, pursuant to Minnesota Statutes 179.70, Subd. 4, providing such request is made within twenty (20) days after request for arbitration. The request shall ask that the appointment be made within thirty (30) days after the receipt of said request. Failure to agree upon an arbitrator or the failure to request an arbitrator from the BMS within the time periods provided herein shall constitute a waiver of the grievance.

4. Submission of Grievance Information:
 - a. Upon appointment of the arbitrator, the appealing party may within five days after notice of appointment forward to the arbitrator, with a copy to the School Board, the submission of the grievance which shall include the following:
 1. The issues involved
 2. Statement of the facts
 3. Position of the grievant
 4. The written documents relating to Paragraph D and Paragraph E of this Article 22 of the grievance procedure
 - b. The School Board may make a similar submission of information relating to the grievance either before or at the time of the hearing.
5. Hearing: The grievance shall be heard by a single arbitrator and both parties may be represented by such person or persons 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 denovo.
6. Decision: The decision by the arbitrator shall be rendered within thirty (30) days after the close of the hearing. Decisions by the arbitrator in cases properly before him shall be final and binding upon the parties, subject, however, to the limitations of arbitration decisions as provided by and in the Public Employment Labor Relations Act.
7. Expenses: Each party shall bear its own expenses in connection with arbitration including expenses relating to the party's representatives, witnesses, any other expenses which the party incurs in connection with presenting its case in arbitration. Either party may order a transcript or recording of the hearing and shall pay its costs in connection therewith. The parties shall share equally the costs and fees of the arbitrator, and such other expenses as are mutually agreed upon by the parties.
7. Jurisdiction: The arbitrator shall have jurisdiction over disputes or disagreements relating to grievances properly before the arbitrator pursuant to the terms of this procedure. The jurisdiction of the arbitrator shall not extend to proposed changes in terms and conditions of agreement as defined herein 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 herein; 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 employer, its overall budget, utilization of technology, the organizational structure, and selection, direction and number of personnel. In considering any issue in dispute, in its order the arbitrator shall give due consideration to the statutory rights and obligations of the public school boards to efficiently manage and conduct its operation within the legal limitations surrounding the financing of such operations.

ARTICLE 23 - Strike, Slowdown or Withholding of Services

Absent a legal strike following the expiration of this negotiated contract called by the Secretarial Employees, A.F.S.C.M.E., Local #2566, employees represented by A.F.S.C.M.E., Local #2566 shall not engage in strike, slowdown or withholding of services during their duty day as employees. Activities during the duty day which shall cause, encourage, participate in or support any strike, slowdown, or other interruption or interference with the normal function of the district or with the normal work activities of any reporting employee, shall be deemed violation of this no-strike agreement. Further, an employee who is absent from his/her work assignment without permission of the employer, or who abstains wholly or in part from the full performance of his/her duties on the date(s) of a strike other than a legal strike called by the Secretarial Employees, A.F.S.C.M.E., Local #2566, following the expiration of this negotiated contract, shall be deemed a violation of this no-strike agreement. Any employee in violation of this no-strike agreement shall be subject to disciplinary action up to and including discharge. The parties agree that procedures affecting this article are provided for by P.E.L.R.A. State Law supersedes any portion of this article.

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ARTICLE 24 - Salary Schedule

A. 2017/2018 Hourly Wage Schedule:

	Level I	Level II	Level III	Level IV
Step 1	\$ 15.57	\$ 16.41	\$ 17.23	\$ 17.76
Step 2	\$ 16.90	\$ 17.67	\$ 18.52	\$ 19.16
Step 3	\$ 17.61	\$ 18.42	\$ 19.29	\$ 19.99
Step 4	\$ 18.23	\$ 19.03	\$ 19.90	\$ 20.69
Step 5	\$ 18.87	\$ 19.64	\$ 20.51	\$ 21.44

B. 2018/2019 Hourly Wage Schedule:

	Level I	Level II	Level III	Level IV
Step 1	\$15.57	\$16.41	\$17.23	\$17.76
Step 2	\$16.90	\$17.67	\$18.52	\$19.16
Step 3	\$17.61	\$18.42	\$19.29	\$19.99
Step 4	\$18.23	\$19.03	\$19.90	\$20.69
Step 5	\$19.17	\$19.94	\$20.81	\$21.74

*This salary schedule continues the implementation of pay equity (Comparable Worth).

C. Longevity:

Effective **July 1, 2017**, longevity payments, applicable on employee's employment anniversary date shall be as follows:

Employees who have completed six (6) years of service will receive a salary adjustment (dependent on months in year worked) as follows:

2017/2018 = \$85.00 per mo. 2018/2019 = \$85.00 per mo.

Employees who have completed ten (10) years of service will receive a salary adjustment (dependent on months in year worked) as follows:

2017/2018 = \$90.00 per mo. 2018/2019 = \$90.00 per mo.

Employees who have completed fifteen (15) years of service will receive a salary adjustment (dependent on months in year worked) as follows:

2017/2018 = \$100.00 per mo. 2018/2019 = \$100.00 per mo.

Employees who have completed twenty (20) years of service will receive a salary adjustment (dependent on months in year worked) as follows:

2017/2018 = \$105.00 per mo. 2018/2019 = \$105.00 per mo.

Employees who have completed twenty-five (25) years of service will receive a salary adjustment (dependent on months in year worked) as follows:

2017/2018 = \$110.00 per mo. 2018/2019 = \$110.00 per mo.

Employees who have completed thirty (30) years of service will receive a salary adjustment (dependent on months in year worked) as follows:

2017/2018 = \$115.00 per mo. 2018/2019 = \$115.00 per mo.

Payment of this benefit shall be paid (in a lump sum payment) on the first payroll in December of each year to the eligible members. Longevity will be prorated if an employee resigns or retires.

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ARTICLE 25 - Savings Clause

In the event that any provision, phrase or clause of this agreement shall be any time declared invalid by any court or jurisdiction, the decision shall not invalidate the entire agreement. It being the expressed intention of the parties that all other provisions remain in full force and effect.

In Witness Whereof, the parties have executed this agreement.

Dated this 5th day of Dec, 2017.

For Local 2566, Council 65
Federation of State County and Municipal
Employees, AFL - CIO


For Independent School District No. 492
Austin Public Schools
Austin, Minnesota 559912



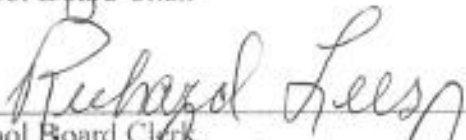
Union Representative



School Board Chair



Unit Negotiator



School Board Clerk



Unit Negotiator



Chief Negotiator for School Board

