

**MASTER AGREEMENT**

**between**

**INDEPENDENT SCHOOL DISTRICT NO. 480**

**and the**

**ONAMIA SCHOOL WORKER'S CHAPTER  
LOCAL 3455**

**of**

**THE AMERICAN FEDERATION OF STATE  
COUNTY AND MUNICIPAL EMPLOYEES  
AFL-CIO**

*July 1, 2017 through June 30, 2019*



# TABLE OF CONTENTS

	Page #
<b>ARTICLE I - PURPOSE</b>	1
<b>ARTICLE II - RECOGNITION</b>	1
<b>ARTICLE III - DEFINITIONS</b>	1
TERMS AND CONDITIONS OF EMPLOYMENT	1
SCHOOL DISTRICT	1
FULL TIME EMPLOYEE	1
PART-TIME EMPLOYEE	2
OTHER TERMS	2
<b>ARTICLE IV – EMPLOYEE RIGHTS</b>	2
RIGHT TO VIEWS	2
RIGHT TO JOIN	2
REQUEST FOR DUES CHECK OFF	2
FAIR SHARE FEE	2
PERSONNEL FILES	3
<b>ARTICLE V – SCHOOL DISTRICT RIGHTS</b>	3
INHERENT MANAGERIAL RIGHTS	3
MANAGEMENT RESPONSIBILITIES	3
EFFECT OF LAWS, RULES AND REGULATIONS	3
RESERVATION OF MANAGERIAL RIGHTS	3
<b>ARTICLE VI – RATES OF PAY</b>	3
RATES OF PAY	3
SALARY SCHEDULE ADVANCEMENT	4
STEP INCREASES	4
NEW POSITIONS	4
OVERTIME	4
SUMMER CURRICULUM WORK	4
SUMMER SCHOOL	4
<b>ARTICLE VII – GROUP INSURANCE</b>	5
SELECTION	5
HEALTH AND HOSPITALIZATION INSURANCE	5
DISABILITY INSURANCE	6
LIFE INSURANCE	6
ELIGIBILITY OF BENEFITS	6
<b>ARTICLE VIII – LEAVES OF ABSENCE</b>	6
SICK LEAVE	6
WORKERS' COMPENSATION	7
PERSONAL LEAVE	7
FAMILY MEDICAL LEAVE	8
CHILD CARE LEAVE	8

JURY DUTY	9
UNPAID LEAVES	9
BEREAVEMENT LEAVE	9
PERIOD OF SERVICE	10
<b>ARTICLE IX – HOURS OF WORK</b>	<b>10</b>
WORK YEAR	10
WORK WEEK	10
WORK SHIFT	10
LUNCH PERIOD	10
REST BREAK	10
CHANGES IN WORK SCHEDULES	11
SCHOOL CLOSINGS	11
BUILDING AND BOILER CHECKS AND ALARM CALLS	11
<b>ARTICLE X – HOLIDAYS</b>	<b>11</b>
PAID HOLIDAYS	11
<b>ARTICLE XI – VACATIONS</b>	<b>12</b>
EARNED VACATIONS	12
<b>ARTICLE XII – POST RETIREMENT HEALTH CARE SAVINGS PLAN</b>	<b>13</b>
ELIGIBILITY	13
EMPLOYEE CONTRIBUTION	13
DISTRICT CONTRIBUTION	13
DEDUCTIONS	13
PROVISIONS	13
CONTRIBUTIONS	14
WELLNESS INCENTIVE	14
<b>ARTICLE XIII – PROBATIONARY PERIOD</b>	<b>14</b>
<b>ARTICLE XIV – SENIORITY</b>	<b>15</b>
<b>ARTICLE XV – VACANCIES, LAYOFFS AND TRANSFERS</b>	<b>15</b>
<b>ARTICLE XVI – DISCIPLINE AND DISCHARGE</b>	<b>16</b>
<b>ARTICLE XVII – GRIEVANCE PROCEDURE</b>	<b>17</b>
GRIEVANCE DEFINITION	17
REPRESENTATIVE	17
DEFINITIONS AND INTERPRETATION	17
TIME LIMITATION AND WAIVER	17
ADJUSTMENT OF GRIEVANCE	17
DENIAL OF GRIEVANCE	18
ARBITRATION PROCEDURES	18
<b>ARTICLE XVIII – PUBLIC OBLIGATION</b>	<b>20</b>

<b>ARTICLE XIX – GENERAL PROVISIONS</b>	20
MEET AND CONFER	20
RECALL LETTERS	20
BACK-PAY	20
<b>ARTICLE XX – DURATION</b>	20
TERMS AND REOPENING NEGOTIATIONS	20
EFFECT	20
FINALITY	20
SEVERABILITY	21
<b>SIGNATURE PAGE</b>	22
<b>2017-2019 BASIC WAGE SCHEDULE – SCHEDULE A</b>	23-25
MAINTENANCE PERSONNEL	23
TEACHER/CLERICAL ASSISTANCE PERSONNEL	23
HEALTH SERVICE PERSONNEL	23
FOOD SERVICE PERSONNEL	24
SECRETARIAL PERSONNEL	24
TRANSPORTATION PERSONNEL	25
<b>LONGEVITY PAY</b>	25

## **ARTICLE I**

### **PURPOSE**

**SECTION 1. PARTIES:** This Agreement is entered into between Independent School District No. 480, Onamia, Minnesota, hereinafter referred to as the School District or District, and the American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the exclusive representative, pursuant to and in compliance with the Public Employment Labor Relations Act of 1971 as amended, hereinafter referred to as P.E.L.R.A, to provide the terms and condition of employment for custodians, custodial assistants, cooks, clerical, instructional assistants, health service coordinator, and bus drivers during the duration of this Agreement.

## **ARTICLE II**

### **RECOGNITION**

**SECTION 1.** The School District recognizes the union as the sole and exclusive bargaining agent for the purpose of establishing the **TERMS AND CONDITIONS OF EMPLOYMENT** for all employees of the School District, who are not required to be certified by the State of Minnesota, and whose employment service exceeds the lesser of fourteen (14) hours per week or 35% of the normal work week, and more than sixty-seven (67) work days per year, excluding supervisory and confidential employees. Provisions of this Agreement, including benefits are not extended to employees who do not meet the above standard.

**SUBD. 1.** The School District and employee(s) will not enter into any Agreement, either individually or collectively, which in any way conflicts with the terms and conditions of this agreement.

**SUBD. 2.** Before the School District makes any decisions, the union shall be included in the discussions regarding the merger or consolidation of schools, departments, and/or services which would affect employees covered by this Agreement.

**SUBD. 3.** The School District will make space available on an employee bulletin board for the posting of Union notices. It is specifically understood that no notices of inflammatory nature shall be posted.

## **ARTICLE III**

### **DEFINITIONS**

**SECTION 1. TERMS AND CONDITIONS OF EMPLOYMENT:** Terms and conditions of employment shall mean the hours of employment, the compensation therefore including fringe benefits except retirement contributions or benefits, other than District payment of, or contributions to, premiums for group insurance coverage of retired employees and the School District's personnel policies affecting the working conditions of the employees. The term is subject to the provisions of P.E.L.R.A.

**SECTION 2. SCHOOL DISTRICT:** For purposes of administering this Agreement, the term, "School District" shall mean the School Board or its designated representative.

**SECTION 3. FULL-TIME EMPLOYEE:** For purposes of administering this Agreement, the term, "FULL-TIME EMPLOYEE," shall mean those employees who work no less than thirty (30) hours per week.

**SECTION 4. PART-TIME EMPLOYEES:** For the purpose of administering this Agreement, the term, "PART-TIME EMPLOYEES," shall mean those employees who work 14 to 29 hours per week.

**SECTION 5. OTHER TERMS:** Terms not defined in this Agreement shall have those meanings as defined by P.E.L.R.A.

## ARTICLE IV

### **EMPLOYEE RIGHTS**

**SECTION 1. RIGHT TO VIEWS:** Nothing contained in this Agreement shall be construed to limit, impair or affect the right of any employee or 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, 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 P.E.L.R.A, 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 District.

**SECTION 3. REQUEST FOR DUES CHECK OFF:** The exclusive representative shall be allowed dues check off for its members, provided that dues check off and the proceeds thereof shall not be allowed to exclusive representative that has lost its right to dues check off, pursuant to any P.E.L.R.A. 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 employee organization in equal installments, beginning with the first pay period in his/her first month of employment and ending with the final pay period in his/her final month of employment, as determined by the length of his/her work year.

**SECTION 4. FAIR SHARE FEE:** In accordance with P.E.L.R.A, any employee included in the appropriate unit who is not a member of the exclusive representative may be required by the exclusive representative to contribute a fair share fee for services rendered as exclusive representative. The fair share fee for any employee shall be in an amount equal to the regular membership dues of the exclusive representative, less the cost of benefits financed through the dues and available only to members of the exclusive representative, but in no event shall the fee exceed 85 percent of the regular membership dues. The exclusive representative shall provide written notice of the amount the fair share fee assessment to the School District and to each employee to be assessed the fair share fee.

A challenge by an employee or by a person aggrieved by the assessment shall be filed in writing with the Commissioner, the School District, and the exclusive representative within thirty (30) days after receipt of the written notice. All challenges shall specify those portions of the assessment challenges and the reasons therefore, but the burden of proof relating to the amount of the fair share fee shall be on the exclusive representative. The School District shall deduct the fee from the earnings of the employee and transmit the fee to the exclusive representative thirty (30) days after the written notice was provided, or, in the event a challenge is filed, the deductions for a fair share fee shall be held in escrow by the School District pending a decision by the Commissioner or the Court. Any fair share challenge shall not be subject to the grievance procedure.

The exclusive representative hereby warrants and covenants that it will defend, indemnify and save the School District harmless from any and all actions, suits, claims, damages, judgments, and executions or other forms of liability, liquidated or un-liquidated out of or by reason of the deduction of the fair share fee specified by the exclusive representative as provided herein.

SECTION 5. PERSONNEL FILES: Any subject matter submitted by the School District to be included in an employee's personnel file shall be served upon the employee in writing. Such subject matter shall be a proper subject for the grievance procedure. An employee's personnel file shall be available for review by the employee during regular "School District" business hours.

## ARTICLE V

### **SCHOOL DISTRICT RIGHTS**

SECTION 1. INHERENT MANAGERIAL RIGHTS: The union recognizes that the School District is not required to meet and negotiate on matters of inherent managerial policy, which include, but are not limited to, such areas of discretion or policy as the functions and programs of the School District, its overall budget, utilization of technology, the organization structure and selection and direction and number of personnel.

SECTION 2. MANAGEMENT RESPONSIBILITIES: The union recognizes the right and obligation of the School District 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.

SECTION 3. EFFECT OF LAWS, RULES AND REGULATIONS: The union recognizes that all employees covered by this agreement shall perform the services and duties prescribed by the School Board and shall be governed by the laws of the State of Minnesota and by School Board rules, regulations, directives and orders, issued by properly designated officials of the School District. The union 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 and recognizes that the School Board, 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 and orders shall be null and void and without force and effect.

SECTION 4. RESERVATION OF MANAGERIAL RIGHTS: The foregoing enumeration of 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.

## ARTICLE VI

### **RATES OF PAY**

SECTION 1. RATES OF PAY: The wages and salaries reflected in SCHEDULE A, attached hereto, shall be part of the Agreement for the period commencing July 1, 2017 to June 30, 2019.



**SECTION 2. SALARY SCHEDULE ADVANCEMENT:** During the duration of the Agreement, advancement on any salary schedule shall be subject to the terms of this Agreement. In the event a new Agreement is not entered into prior to the expiration of this Agreement, an employee shall be compensated according to his/her rate of pay on the expiration date of this Agreement until a new Agreement is entered into.

**SECTION 3. STEP INCREASES:** New employees hired between July 1 and December 31 shall advance to the next step on the pay scale on July 1 of the following year. Those hired between January 1 and June 30 shall remain on the same step July 1, and shall advance to the next step the following July 1 and thereafter. In the event of demonstratively unsatisfactory job performance the school district may withhold this increment from the employee.

**SECTION 4. NEW POSITIONS:** When any position is created by the School District and is within the bargaining unit and is not listed in the attached SCHEDULE A, the terms and conditions of employment shall be negotiated by the School District and the union.

**SECTION 5. OVERTIME:**

**SUBD. 1.** Work performed in excess of FORTY (40) HOURS in any work week shall be compensated at the rate of one and one-half (1 ½) times the employee's regular rate of pay.

**SUBD. 2.** All overtime must have prior written approval of the administration. An effort will be made to distribute overtime equally among employees in the same classification of work.

**SUBD. 3.** All overtime shall be assigned by the administration.

**SUBD. 4.** By mutual Agreement between the School District and the union, the employee's work schedule may exceed 8 hours per day but not 40 hours per week without overtime compensation.

**SUBD. 5.** Compensatory time may be banked up to twenty-four (24) hours for each school year. The scheduling of compensatory time will be treated the same as vacation time.

**SUBD. 6.** Full time employees will receive offers of overtime hours before part-time employees within the job classification.

**SECTION 6. SUMMER CURRICULUM AND STAFF DEVELOPMENT WORK:** Work performed during the summer or during the work year on non-student contact days for curriculum/staff development will be paid at the Employee's regular rate of pay under the same classification as the employee's work year assignment.

**SECTION 7. SUMMER SCHOOL:** Work performed during the summer for summer school will be paid under the appropriate classification as assigned and at the same step as the employee's work year assignment.

## ARTICLE VII

### GROUP INSURANCE

**SECTION 1. SELECTION:** The selection of the insurance carrier and policy shall be made by the School District.

**SECTION 2. HEALTH AND HOSPITALIZATION INSURANCE:**

**SUBD. 1. INDIVIDUAL COVERAGE:** The School District shall contribute an annual amount of \$6,960 (\$580 per month – 12 months) for the 2017-18 & 2018-19 school year for individual coverage for each 9-10 month full-time employee of the School District who qualifies for and is enrolled in the School District group health and hospitalization insurance plan. The School District shall contribute an annual amount of \$9,398 (\$783 per month – 12 months) for the 2017-18 & 2018-19 school year for individual coverage for each 11-12 month full-time employee of the School District who qualifies for and is enrolled in the School District group health and hospitalization insurance plan. As a cost savings incentive, the School District will contribute an additional \$960 annually into a Health Savings Account (H.S.A.) for all 9 or 10 month employees, and \$1,250 for all 11 or 12 month employees choosing the higher deductible insurance plan – referred to as the H.S.A. plan. The first year of the employee changing to the H.S.A. plan, the entire annual contribution into the Health Savings Account will be made on October 30<sup>th</sup>. The School District shall contribute a pro-rated sum for part-time employees, working 14-29 hours per week.

**SUBD. 2. DEPENDENT COVERAGE:** The School District shall contribute a sum not to exceed \$933 per month for the 2017-18 & 2018-19 school year for each month worked toward the premium for dependent coverage for each full-time employee of the School District who qualifies for and is enrolled in the School District health and hospitalization insurance plan. For employees choosing the higher deductible health plan (referred to as the H.S.A. plan) the School District shall contribute a sum not to exceed \$802 per month for the 2017-18 & 2018-19 school year for each month worked toward the premium for dependent coverage for each full-time employee of the School District who qualifies for and is enrolled in the School District health and hospitalization insurance plan. As a cost savings incentive, the School District will contribute an additional \$1,250 annually into a Health Savings Account (H.S.A.) for all employees choosing the higher deductible insurance plan – referred to as the H.S.A. plan. The first year of the employee changing to the H.S.A. plan, the entire annual contribution into the Health Savings Account will be made on October 30<sup>th</sup>. The School District shall contribute a pro-rated sum for those part-time employees, those working 14-29 hours per week. Any additional cost of the premium shall be borne by the employee and paid by payroll deduction.

**SUBD. 3. CLAIMS AGAINST THE SCHOOL DISTRICT:** It is understood that the School District's only obligation is to purchase an insurance policy and pay such amounts as agreed to herein, and no claims shall be made against the School District as a result of a denial of insurance benefits by the insurance carrier.

**SUBD. 4. DURATION OF INSURANCE CONTRIBUTIONS:** An employee is eligible for School District contributions as provided in this article during the months of employment. Upon termination of employment, all District participation and contributions shall cease. Any employee may continue in the group insurance program until other employment is commenced or until eighteen months have expired (in accordance with the Federal Consolidated Omnibus Budget Act of 1986 - COBRA), whichever occurs first, at the employee's own expense.

**SECTION 3. DISABILITY INSURANCE:** The School District shall contribute a sum not to exceed .5% of each full-time employee's salary per month toward the premium for long term disability insurance.

**SECTION 4. LIFE INSURANCE:** The School District will pay the full premium for \$40,000 of term life insurance coverage for each full-time employee of the School District who qualifies for and is enrolled in the School District group life insurance plan.

**SECTION 5. ELIGIBILITY OF BENEFITS:** New employees will be eligible to receive insurance benefits on the first day of the month following 15 days of employment.

## ARTICLE VIII

### LEAVES OF ABSENCE

#### SECTION 1. SICK LEAVE:

**SUBD. 1.** All full-time employees shall earn sick leave at the rate of twelve (12) days for each year of service in the employ of the school district. Annual sick leave shall accrue monthly as it is earned on a proportionate basis to the employee's work year. Unused sick leave days shall accumulate to a maximum credit of one hundred (100) days of sick leave per full-time employee. As the newly hired employee works through the first school year in which she/he is employed, the employee will earn sick leave on the same basis as other employees in their classification. Unused sick leave will be accumulated in accordance with the provisions of this Agreement.

**SUBD. 2.** All part-time employees shall earn sick leave at the rate of nine (9) pro-rated days for each year of service in the employ of the School District. Annual sick leave shall accrue yearly as it is earned on a proportionate basis to the employee's work year. Unused sick leave days shall accumulate to a maximum credit of seventy-five (75) days of sick leave per part-time employee.

**SUBD. 3.** An employee may use paid sick leave benefits provided by the employer for absences due to an illness of or injury to any child living in the employee's household under the age of 18, adult child, spouse, sibling, parent, grandparent, or stepparent, for reasonable periods of time as the employee's attendance may be necessary, on the same terms upon which the employee is able to use sick leave benefits for the employee's own illness or injury. After placing an employee on notice the School District may, at their sole discretion, require the employee to furnish a medical certificate from a qualified physician when utilizing sick leave. Employees who have previously requested a day off and been denied will be required to furnish a medical certificate to the district upon their return to work.

The School District limits the use of paid sick leave benefits provided by the employer for absences due to an illness of or injury to the employee's adult child, spouse, sibling, parent, grandparent, or stepparent to no less than 160 hours in any 12-month period. This does not apply to absences due to the illness or injury of a child, as defined in section 181.940, subdivision 4, to wit: "Child" means an individual under 18 years of age or an individual under age 20 who is still attending secondary school. "Child" includes stepchild and a biological, adopted and foster child.

**SUBD. 4.** Sick leave pay shall be approved only upon submission of an authorized (sick) leave request and/or a signed absentee report, forms available in the office.

SUBD. 5. At the time an employee becomes eligible to receive long term disability compensation, as provided by this Agreement, such employee shall no longer be eligible for any sick leave pay pursuant to this section as long as such employee continues on long term disability.

SUBD. 6. All employees not using any sick leave during the duration of their work year will be reimbursed at the rate of one day's pay.

## SECTION 2. WORKER'S COMPENSATION:

SUBD. 1. Upon the request of an employee who is absent from work as a result of compensable injury that occurred in the service of the School District under the provisions of the Worker's Compensation Act, the School District will pay the difference between the compensation received by the employee, pursuant to the Workers' Compensation Act, and the employee's regular rate of pay, to the extent of the employee's earned accrual of sick leave.

SUBD. 2. A deduction shall be made from the employee's sick leave accrual time according to the pro-rated portion of days of sick leave which is used to supplement Worker's Compensation.

SUBD. 3. Such payment shall be paid by the School District to the employee only during the period of disability.

SUBD. 4. In no event shall the additional compensation paid to the employee by virtue of sick leave pay result in the payment of total daily, weekly, or monthly compensation that exceeds the normal compensation of the employee.

SUBD. 5. An employee who is absent from work as a result of injury compensable under the Workers' Compensation Act who elects to receive sick leave pay pursuant to this section, shall submit his/her Workers' Compensation check, endorsed to the School District, prior to receiving payment from the School District for this absence.

SECTION 3. PERSONAL LEAVE: All employees shall be granted two (2) personal leave days proportionate to the employee's work day. In order to use a single day of personal leave, the employee must enter the leave in the electronic leave system at least three (3) days in advance of the leave day.

SUBD. 1. No more than one employee from each work category can be gone from any site on a given day. The leave may not be granted on the first or last five (5) days of the school year.

SUBD. 2. Personal Leave may be taken in either half day or whole day increments.

SUBD. 3. At the end of the school year, an employee who has not used his/her personal leave day(s) must file a written election with the District Office to receive payment for the half or whole unused day(s). Payment will be at a rate equal to one regular work day(s) of the employee, as determined by the most recent notice of assignment.

SUBD. 4. Employees may carry over one (1) personal leave day into the next school year, not to exceed three (3) days per year.

SUBD. 5. If an occasion arises in which an employee needs to be gone for less than one day, but another union member from within the employee's job classification has already received approval to

be gone on his or her personal leave, the employee may be given special permission to be gone for an emergency, non-recreational reason, at the discretion of the Superintendent. This provision is not subject to the grievance procedure. Employees may use their personal day in ½ day increments.

SUBD. 6. No reason for taking Personal Leave need be stated, other than the leave is requested under the provisions of this Agreement; unless the leave is under the provisions of Subd. 5. - special permission.

**SECTION 4. FAMILY MEDICAL LEAVE:** All employees covered by this Agreement that have completed twelve (12) months of service are eligible for a short term leave as provided for in the Family Medical Leave Act. This leave may be for up to twelve (12) weeks during a twelve (12) month period and may include District paid benefits. This leave is granted under the requirements of the Act.

**SECTION 5. CHILD CARE LEAVE:**

SUBD. 1. A child care leave may be granted by the School District subject to the provisions of this section. Child care leave may be granted because of the need to prepare and provide parental care for a child or children of the employee for an extended period of time. This leave may be granted to one parent of an infant child, providing the parent is caring for the child on a full time basis.

SUBD. 2. An employee making application for child care leave shall inform the Superintendent, in writing, of his/her intention to take the leave at least three (3) calendar months before commencement of the intended leave.

SUBD. 3. If the reason for the child care leave is occasioned by pregnancy, an employee may utilize sick leave pursuant to the sick leave provisions of the Agreement during a period of physical disability. However, an employee shall not accrue sick leave during the period of time covered by a child care leave. A pregnant employee will also provide at the time of the leave application, a statement from her physician indicating the expected date of delivery.

SUBD. 4. The School District may adjust the proposed beginning or ending date of a child care leave so that the dates of the leave are coincident with some natural break in the school year - i.e. winter vacation, spring vacation, beginning or ending of the school year and semester or quarter breaks, or the like.

SUBD. 5. 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 for more than twelve (12) months in duration.
2. Permit the employee to return to his/her position prior to the date designated in the request for child care leave.

SUBD. 6. An employee returning from child care leave shall be reemployed in a position in which he/she was previously employed if possible or in a position for which qualified, unless previously terminated or laid off.

SUBD. 7. Failure of the employee to return pursuant to the date determined under the provisions of the

leave shall constitute grounds for termination, unless the School District and the employee mutually agreed to an extension in the leave.

SUBD. 8. An employee who returns from child care leave, within the provisions of this section, shall retain all previous experience credit for pay purposes and any unused leave time accumulated under the provisions of this Agreement at the commencement of the leave. The employee shall not accrue additional experience credit for pay purposes or leave time during the period of absence for child care leave.

SUBD. 9. An employee on child care leave is eligible to participate in group insurance programs, if permitted under the insurance policy provisions, but shall pay the entire premium for such programs as the employee wishes to retain, commencing with the beginning of the child care leave. The right to continue participation in such group insurance programs will terminate if the employee does not return to the District pursuant to this section.

SUBD. 10. Leave under this section shall be without pay or fringe benefits unless provided by law.

SECTION 6. JURY DUTY: An employee shall be granted leave with pay for service on a jury. The employee shall turn over to the School District any per diem payment received as a result of service on a jury. Monies received as expenses shall be kept by the employee. If the per diem payment is not received by the School District within ten (10) days of receipt of the per diem amount, the School District shall have the right to deduct such per diem amount from the employee's wages.

#### SECTION 7. UNPAID LEAVES:

SUBD. 1. LONG TERM LEAVE: An employee may, upon his/her written request, be granted a leave of absence without pay, but with no loss of seniority or accumulated benefits or any other rights, and with no discrimination, for a period not to exceed twelve (12) months. An employee on an unpaid leave shall be eligible to participate in group insurance programs if permitted under the insurance policy provisions but shall pay the entire premium for such programs as the employee wishes to retain, commencing with the beginning of the unpaid leave. The right to continue participation in such group insurance programs, however, will terminate if the employee does not return to the School District pursuant to this section. No leave shall be granted to an employee to pursue other employment.

SUBD. 2. SHORT TERM LEAVE: Upon the employee's written request to his/her immediate supervisor for a short term (up to 10 days) leave of absence without pay, such leave may then be granted by the Superintendent.

SUBD. 3. EXCLUSIVE REPRESENTATIVE BUSINESS LEAVE: At the beginning of each school year, the School District shall provide five (5) days of leave of absence without pay, such leave to be used by the elected officials or appointed representatives of the union for the purpose of conducting the duties of the union. A pre-designated official of the union shall notify the Superintendent, in writing, at least three (3) days prior to the date of any such intended use of the leave. One-half day of leave shall be deducted if employee is absent from work for one-half of employee's shift or less; a full day of leave shall be deducted if employee is absent from work for more than one-half shift.

SECTION 8. BEREAVEMENT LEAVE: Employees shall be granted up to three (3) days

bereavement leave, per occurrence, in the event of the death of an employee's spouse, child, brother, brother-in-law, sister, sister-in-law, parent, parent-in-law, grandparents, grandchild, niece, nephew, son-in-law, daughter-in-law, or persons of the immediate household.

**SECTION 9. PERIOD OF SERVICE:** The parties agree that the applicable period of probation (see ARTICLE XIII) is intended to be a period of actual service, enabling the School District to have opportunity to evaluate the employee's performance. Therefore, the period of time for which the employee is on leave shall not be counted in determining the completion of the probationary period.

## **ARTICLE IX**

### **HOURS OF WORK**

#### **SECTION 1. WORK YEAR:**

**SUBD. 1.** The work year shall be twelve (12) months, as determined by the School District, for employees in Custodian I and Custodian II positions.

**SUBD. 1A.** The work year shall be eleven (11) months, as determined by the School District, for employees in Custodian III positions.

**SUBD. 2.** The work year shall be eleven (11) or twelve (12) months, as determined by the School District, for employees in the mechanic position.

**SUBD. 3.** The work year shall be ten (10), eleven (11), or twelve (12) months for employees in the principals' secretary position as determined by the School District.

**SUBD. 4.** The work year shall be nine (9), ten (10) or eleven (11) months for employees in the general office secretary position as determined by the School District.

**SUBD. 5.** The work year shall be nine (9) months (school year) for employees in the following positions: food service, instructional and health service personnel, and bus drivers.

**SUBD. 6.** The position of groundskeeper is considered seasonal and the work year shall be determined by the School District.

**SECTION 2. WORK WEEK:** The regular work week shall consist of five consecutive days, Monday through Saturday, as determined by the School District.

**SECTION 3. WORK SHIFT:** All employees will be assigned starting time and shifts as determined by the School District. Employees will enter time worked into the electronic time keeping system as directed by the School District.

**SECTION 4. LUNCH PERIOD:** Employees shall be provided a daily duty free lunch period of thirty (30) minutes without pay.

**SECTION 5. REST BREAK:** Full-time employees shall be provided with a fifteen (15) minute rest period during each four hours of the employee's shift. Employees working less than eight hours will have rest breaks provided on a pro-rated basis. All breaks must be scheduled through the employee's

supervisor.

**SECTION 6. CHANGES IN WORK SCHEDULES:** At least a *one week* advance notice shall be given to employees of any changes in their work schedule except in the event of emergencies. Changes may occur with less than one week notice through mutual written agreement between the School District and the employee.

**SECTION 7. SCHOOL CLOSINGS:** On days when school is called off due to inclement weather and/or emergencies, custodians will report to work as directed by their supervisor. Custodians will be paid time and one-half for hours worked when school is called off. Unless directed to report by the Superintendent, all other classifications of employees will not be required to report to work. The Board will schedule make-up day for each lost day due to inclement weather and/or emergencies for nine, ten and eleven month employees. Twelve month employees unable to report will be deducted one (1) vacation day for each full day lost due to inclement weather and/or emergencies. Make-up days for nine, ten and eleven month employees will be scheduled either during the academic school year or at the end of the academic school year. All make up days will be rescheduled.

**SUBD. 1. LATE STARTS AND EARLY CLOSINGS:** In the event of an announced late start, employees are expected to arrive at work as soon as safely possible. Employees will be paid for their regularly scheduled hours unless the employee arrives after the adjusted late start. Employees who arrive after the student day starts will only be paid for hours worked. In the event of an early closing of school, employees will be paid their regular hours.

**SECTION 8. BUILDING AND BOILER CHECKS AND ALARM CALLS:** Checks will be determined by the School District. Checks will be handled first with volunteers from the custodial staff; next, if not manned by volunteers, the custodial staff will be assigned. Compensation will be at time and one-half per hourly rate, per check. For alarm calls there will be two (2) hours compensation for each call. The schedule will be determined by the School District. Only custodial staff members who hold a valid Second Class or First Class Engineer, Grade C License from the State of Minnesota will be eligible for duty for building and boiler checks.

## ARTICLE X

### **HOLIDAYS**

**SECTION 1. PAID HOLIDAYS:** The following holidays shall be paid to employees provided they work the working day prior to and the working day following the holiday unless their absence from work has been authorized by the School District:

**12 MONTH EMPLOYEES -- FOURTH OF JULY, LABOR DAY, THANKSGIVING DAY, DAY AFTER THANKSGIVING, CHRISTMAS EVE, CHRISTMAS DAY, NEW YEAR'S DAY, PRESIDENTS' DAY, GOOD FRIDAY AND MEMORIAL DAY.**

**11 & 10 MONTH EMPLOYEES – FOURTH OF JULY, LABOR DAY, THANKSGIVING DAY, DAY AFTER THANKSGIVING, CHRISTMAS EVE, CHRISTMAS DAY, NEW YEAR'S DAY, PRESIDENTS' DAY, GOOD FRIDAY, AND MEMORIAL DAY** when the employee works the business days before and after the holiday.

**9 MONTH EMPLOYEES (School Year) -- LABOR DAY, THANKSGIVING DAY, CHRISTMAS**



DAY, NEW YEAR'S DAY, PRESIDENTS' DAY, GOOD FRIDAY, AND MEMORIAL DAY when they fall within the work year or work in-service days.

SUBD 1. Whenever a holiday falls on a Saturday, the preceding Friday shall be observed as the holiday; whenever a holiday falls on a Sunday the succeeding Monday shall be observed as the holiday.

SUBD. 2. Employees required to work on any holiday shall receive time and one-half for the hours worked in addition to their regular holiday pay.

SUBD. 3. The School District reserves the right, if school is in session, to cancel any of the above holidays and establish another holiday in lieu thereof.

SUBD. 4. Any paid holiday which falls within an employee's vacation period shall not be counted as a vacation day.

SUBD. 5. Part-time employees, those working 14-29 hours per week, will have holiday pay on a pro-rated basis, within the above classification for that work.

SUBD. 6. Holiday pay will be granted on regular bus routes only; no additional holiday pay will be made for van/car routes in addition to route holiday pay.

## ARTICLE XI

### VACATIONS

SECTION 1. EARNED VACATIONS: Full-time employees shall earn paid vacation time on a monthly basis with an annual maximum as follows: a twelve (12) month employee working less than forty (40) hours per week, shall receive a pro-rated vacation. An employee may take a maximum of three days of vacation in advance of earning them, with approval from the superintendent. This does not increase the annual maximum and is not subject to the grievance procedure.

12 MONTH EMPLOYEES -- one (1) through the completion of five (5) years of service shall earn twelve (12) days of vacation yearly; six (6) through nine (9) years of service shall earn fourteen (14) days of vacation yearly; ten (10) through the completion of fifteen (15) years of service shall earn fifteen (15) days of vacation yearly; and sixteen (16) through the completion of twenty (20) years and on up of service shall earn twenty (20) days of vacation yearly; Employees hired in or before 1988 and who have already completed twenty (20) years of service will continue to earn 22 days of vacation.

11 MONTH EMPLOYEES -- Eleven month employees shall earn eleven (11) vacation days yearly. 10 and 9 month employees do not earn vacation days. Ten month employees are paid ten (10) extra non-student days as part of their annual compensation. (see schedule A) Nine month employees are paid nine (9) extra non-student days as part of their annual compensation. (see schedule A)

SUBD. 1. During the first year of employment and each subsequent year an employee shall earn vacation on a pro-rated basis according to his/her established work year.

SUBD. 2. Less than one-half (1/2) year of service, of the employee's established work year, shall not be counted for the purpose of computing earned vacation time. One-half year or more of service, of the employee's established work year, shall be counted as a full year of service for the purpose of computing

earned vacation time.

SUBD. 3. The rate of vacation pay shall be the employee's regular rate of pay in effect for the employee's regular job on the date immediately preceding the employee's vacation period.

SUBD. 4. The scheduling of all vacation time shall be determined by the School District. In as much as possible, the wishes of the employee shall be respected as to the time of taking vacations. If the operation of the category or work makes it necessary to limit the number of employees on vacation at the same time, the employee with the greater seniority shall be given his/her choice of vacation period.

SUBD. 5. No earned vacation time shall accumulate from year to year. For twelve-month employees, the vacation year is July 1 of each year and ending thirteen months and two weeks later on August 15. For eleven-month employees, the vacation year will be eleven months from the start of their contract year.

SUBD. 6. Upon termination of employment, earned unused vacation time shall be paid to the employee.

SUBD. 7. For the purpose of calculating earned vacation time, if an employee changes status from 9, 10 or 11-month employee to a 12-month employee, that employee will not lose any vacation days earned from their previous employee earned vacation days. If an employee changes status from a 9, 10 or 11-month employee, they will enter the 12-month vacation earning schedule with 12 earned days of vacation per year, regardless of the number of years of service with the district. Each year after the employee has twelve-month employee status, they will earn an additional vacation day, to a maximum of twenty (20) days per year.

## ARTICLE XII

### **POST RETIREMENT HEALTH CARE SAVINGS PLAN**

**SECTION 1. ELIGIBILITY.** AFSCME employees completing two or more years of service become eligible to participate in a matching post-retirement health care savings plan, hereafter referred to as a HCSP plan. In order to qualify for the District match, the employee must make a contribution equal to the District contribution.

**SECTION 2. EMPLOYEE CONTRIBUTION.** The District will deduct from the semi-monthly payroll (dated September 15<sup>th</sup> through May 30<sup>th</sup>) of all eligible employees the contribution amount based on the schedule below.

**SECTION 3. DISTRICT CONTRIBUTION.** The District will contribute a semi-monthly dollar amount from the September 15<sup>th</sup> payroll through the May 30<sup>th</sup> payroll for all eligible employees based on the schedule below.

**SECTION 4. DEDUCTIONS.** Deductions and contributions will be submitted to Minnesota State Retirement System for the HCSP plan on a monthly basis.

**SECTION 5. PROVISIONS.** Minnesota Law 2001, Chapter 352.98, authorizes Minnesota State Retirement System to offer a post-retirement health care savings plan for state employees and all other governmental subdivisions. This will be a tax-free plan and deductions from the employee's pay will

be on a pre-tax basis. It is the responsibility of the District to determine when and how much will be contributed on behalf of eligible employees and to make regular payments to the plan. MSRS (Minnesota State Retirement System) will provide account statements, at the minimum, every six months. The funds in the HCSP plan must be used for health care expenses for either the employee or dependents. The employee becomes eligible to receive benefits: at the termination of employment, when on a long term (six month or longer) medical leave, when on a leave of absence (one year or longer), or when collecting disability or retirement benefits from a public pension plan. Benefits of the plan will be governed by state law and paid through MSRS at the time of eligibility. IRS Code (Publication 502) determines the eligible medical/dental expenses that are tax exempt and reimbursable to the employee.

**SECTION. 6. CONTRIBUTIONS.** Annual contributions will be made based on the following schedule, and will be matched by the employee:

**2017-18 School Year**

<u>Years of Service</u>	<u>12 Months</u>	<u>11 Months</u>	<u>10 Months</u>	<u>9 Months</u>	<u>Part-timers</u>
15 or more	\$750	\$675	\$600	\$525	\$450
10 to 14	\$500	\$450	\$400	\$350	\$300
6 to 9	\$250	\$225	\$200	\$175	\$150
2 to 5	\$100	\$90	\$80	\$70	\$60

**2018-19 School Year**

<u>Years of Service</u>	<u>12 Months</u>	<u>11 Months</u>	<u>10 Months</u>	<u>9 Months</u>	<u>Part-timers</u>
15 or more	\$750	\$675	\$600	\$525	\$450
10 to 14	\$500	\$450	\$400	\$350	\$300
6 to 9	\$250	\$225	\$200	\$175	\$150
2 to 5	\$100	\$90	\$80	\$70	\$60

**SECTION 7. WELLNESS INCENTIVE.** The School District will provide an HCSP wellness incentive through the Minnesota State Retirement System (MSRS). To be eligible for the Wellness Incentive, employees must have accumulated the maximum number of sick leave days in the Onamia School District as stated in Article VIII, Section 1, Subd, 1 and Subd. 2. Sick leave above the cap listed in the contract will be awarded at 25% of total hours above the cap, up to a total of \$4,000 per year to all eligible staff.

**ARTICLE XIII**

**PROBATIONARY PERIOD**

**SECTION 1.** New employees shall be considered probationary employees during the first 120 work days of employment at which time the School District can terminate the employee as it shall see fit. The probationary period may be extended past the required 120 days, up to an additional 120 days, by mutual Agreement between the Union and the School District. If the employee so requests, the School District shall submit to the employee the reason for termination in writing.

## **ARTICLE XIV**

### **SENIORITY**

**SECTION 1.** Seniority shall be defined as an employee's length of continuous service with the School District since his/her most recent date of employment.

**SUBD. 1.** Employees shall acquire seniority within their job classification, upon completion of the probationary period. The seniority date will be the date which the School Board took formal action to employ the employees according to the official minutes of the School Board.

**SUBD. 2.** An employee shall lose his/her seniority standing through termination of employment or retirement.

**SUBD. 3.** The School District shall post an up-to-date seniority list in January of each calendar year. The school district will give the employees ten (10) working days to review the list prior to final School Board approval and posting.

**SUBD. 4.** Seniority may accrue in the following categories: Custodian I, II, and III, Instructional Assistant (*includes Early Childhood, Elementary, Secondary, Title I, Clerical and Special Education Assistants*), Mille Lacs Academy Instructional Assistant (*includes Special Education, Regular Education, and Title I Assistants*), Health Services, Food Service, Secretarial (*includes General, Principal and Alternative Secretaries*), Mille Lacs Academy Secretarial, Bus Driver Assistant, Type III Driver, Mechanic and Bus Driver.

**SUBD. 5.** An employee can accrue seniority in more than one classification if the employee is employed in more than one classification. Employees shall be listed on the seniority list in the appropriate classifications for each position based on continuous service in each classification.

**SUBD. 6.** If a bargaining unit employee is promoted to a supervisory position, his/her classification seniority shall be frozen for a period of up to twelve (12) months. He/she may exercise the right to return to his/her original seniority classification only once during school year and must complete the term of the position (June 30). The unit member shall be frozen on only one seniority list of his/her choosing.

## **ARTICLE XV**

### **VACANCIES, PROMOTIONS, LAYOFFS AND TRANSFERS**

**SECTION 1.** The School District shall post a job vacancy within thirty (30) days after the vacancy occurs if the School District intends to fill the vacancy. Vacancy is defined as a position created by a resignation, retirement, termination, or a newly created position. Job postings will not be required to be in the Messenger. The posting shall be for ten (10) working days and include the date of posting. All interested applicants shall submit their written or electronic application to the District Office within the ten (10) day period and it will be forwarded to the Supervisor.

**SUBD. 1.** All vacancies and positions covered by this Agreement shall, whenever possible, be filled through transfer of employees within the bargaining unit including employees on lay off, provided that consideration first is given to qualifications and second to seniority. A transfer is defined as a voluntary job or position change requested by the employee.

SUBD. 2. An employee who requests a transfer to a different position shall serve a trial period of sixty (60) calendar days in the new position. During this sixty (60) trial period, if it is determined by the school District that the employee's performance in the new position is unsatisfactory, the School District shall have the right to reassign the employee to his/her former position. If the employee so requests, the School District shall submit to the employee the reasons for reassignment in writing. If during the sixty (60) trial period the employee desires not to remain in the new position, he/she shall be reassigned to his/her former position as soon as possible. Reassignment is defined as an involuntary transfer or right of assignment by the School District. When such reassignments are made, the union will be notified.

SUBD. 3. When an employee is transferred to a different position, he/she shall be paid at the rate of pay for that position effective on the first day of work in that position. When an employee is transferred temporarily (12 weeks or less) to a position different from his/her regular position, the employee shall be paid at the rate of pay for the former or current position, whichever is higher. The pay rate will be effective on the first day of work in that position.

SUBD. 4. In the event it becomes necessary to lay off employees, layoffs shall be in inverse order of seniority within the classification provided that all temporary employees in that classification have been laid off. Employees shall be recalled from layoff in seniority order within the classification. An employee on layoff shall retain his/her seniority and right to recall for a period of twelve (12) calendar months after the date of layoff. When an employee is recalled from layoff he/she has ten (10) working days to notify the District whether or not the employee will accept the position.

SUBD. 5. Employees to be laid off shall be given a thirty (30) calendar day notice of such layoff unless the employee has been hired for a specific function, such as serving an individual student who may leave the District or be determined not to require further service.

## ARTICLE XVI

### **DISCIPLINE AND DISCHARGE**

SECTION 1. Employees may be disciplined or discharged for just cause. Disciplinary action should be progressive and follow the steps listed below; the School District may deviate from progressive discipline steps when the offense by the employee justifies the action.

- A. Oral Warning
- B. Written Warning
- C. Suspension Without Pay
- D. Discharge

SUBD. 1. Employees shall have the right to have a representative of the union present during an investigation.

SUBD. 2. A written record of all disciplinary actions, other than oral reprimands, shall be made available to an employee upon request. All disciplinary records shall state the corrective action expected of the employee. Each employee shall receive a copy of his/her evaluative personnel and disciplinary actions. If the School District has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or in public.

SUBD. 3. Any disciplinary action or measure imposed upon an employee may be processed as a grievance through the regular grievance procedure.

SUBD. 4. The union shall have the right to take up the suspension and/or discharge as a grievance at the third step of the grievance procedure, and the matter shall be handled in accordance with this procedure through the arbitration step, if deemed necessary by either party.

## ARTICLE XVII

### GRIEVANCE PROCEDURE

SECTION 1. GRIEVANCE DEFINITION: A "grievance" shall mean a dispute or disagreement between the union/employee and the School District as to the interpretation or application of terms and conditions of employment insofar as such matters are contained in this Agreement.

SECTION 2. REPRESENTATIVE: The union/employee, administrator, or School Board may be represented during any step of the procedure by any person or agent designated by such party to act in the party's behalf.

#### SECTION 3. DEFINITIONS AND INTERPRETATION:

SUBD. 1. EXTENSION: Time limits specified in this Agreement may be extended by mutual agreement.

SUBD. 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 not designated as holidays by state law.

SUBD. 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 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, Sunday or legal holiday.

SUBD. 4. FILING AND POSTMARK: The filing or service of any notice or document herein shall be timely if it is personally served or if it bears a certified postmark of the United States Mail within the time period.

SECTION 4. TIME LIMITATION AND WAIVER: Grievances shall not be valid for consideration unless the grievance is submitted in writing to the school board designee, setting forth the facts and the specific provision of the Agreement allegedly violated, and the particular relief sought, within ten (10) days after the date of the event giving rise to when the grievance occurred. Failure to file 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.

SECTION 5. ADJUSTMENT OF GRIEVANCE: The School Board and union/employee shall attempt to adjust all grievances which may arise during the course of employment of any employee within the School District in the following manner:

**SUBD. 1. LEVEL I:** An effort shall first be made to adjust an alleged grievance through informal discussions between the employee and the employee's immediate supervisor. If the grievance is not resolved through informal discussion, the supervisor 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 of Schools, provided such appeal is made in writing within ten (10) 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 the 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 that 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 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.

**SUBD. 4. LEVEL IV:** In the event that the grievance is not resolved in Level III, the Union or the Employer may request the grievance or dispute to be taken to grievance mediation, prior to pursuing arbitration. Upon mutual agreement, the Bureau of Mediation Services will be requested to provide mediation services to assist in the settlement of such grievance or dispute.

**SECTION 6. DENIAL OF GRIEVANCE:** Failure by the School Board or its representative to issue a decision within the time periods provided herein shall constitute a denial of the grievance, and the employee may appeal it to the next level.

**SECTION 7. ARBITRATION PROCEDURES:** In the event that the union/employee and the School Board are unable to resolve any grievance, the grievance may be submitted to arbitration as defined herein:

**SUBD. 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 within ten (10) days following the decision in Level III of the grievance procedure or the date of mediation if Level IV is utilized or from the date the Mediator stated the mediation process is concluded.

**SUBD. 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.

**SUBD. 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 to appoint an arbitrator, pursuant to M.S.A. 179A.21, Subd. 2, providing such request are 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 Bureau of Mediation Services within the time periods provided herein shall constitute a waiver of the grievance.

**SUBD. 4. SUBMISSION OF GRIEVANCE INFORMATION:**

A. Upon appointment of an arbitrator, the appealing party shall within ten (10) 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 Section 5. Article XVI of the grievance procedure.
- 5) Indicate the Master Agreement provisions allegedly violated.

B. The School Board may make a similar submission of information in regard to the grievance either before or at the time of the hearing.

**SUBD. 5. HEARING:** The grievance shall be heard by a single arbitrator and both parties may be represented by such person or persons as they shall choose and designate, and the parties shall have the right to a hearing, 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. 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 brought before him/her shall be final and binding upon the parties, subject, however, to the limitations of arbitration decisions as provided by P.E.L.R.A..

**SUBD. 7. EXPENSES:** Each party shall bear its own expenses in connection with the 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 shall be made of the hearing at the request of either party. The parties shall equally share 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 the copy of such transcript shall pay for such copy.

**SUBD. 8. 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 employment 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 procedures as outlined herein; nor shall the jurisdiction of the arbitrator extend to matters of inherent managerial policy which include but are not limited to such areas of discretion or policy as the functions and programs of the School District, its overall budget, utilization of technology, the organization structure, and selection and direction and number of personnel. In considering any issues in the dispute, in his/her order, the arbitrator 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.

## **ARTICLE XVIII**

### **PUBLIC OBLIGATION**

The parties mutually recognize that their first obligation is to the public and that the right of students and residents of the School District to the continuous and uninterrupted operation of the school is of paramount importance.

The union agrees, therefore, that during the term of this Agreement, neither the union nor any individual employee shall engage in any strike as defined by P.E.L.R.A. The parties agree that procedures affecting this article are provided for by P.E.L.R.A. and, therefore, shall not be subject to the grievance or arbitration procedure.

## **ARTICLE XIX**

### **GENERAL PROVISIONS**

**SECTION 1. MEET AND CONFER:** The Employer will Meet & Confer with employees according to the provisions of P.E.L.R.A. 1973. Meetings shall be scheduled at least two (2) times per year, once in October and again in March. Meeting may be cancelled by mutual consent.

**SECTION 2. RECALL LETTERS:** The Employer will mail recall letters to employees no later than August 10<sup>th</sup> of each year to the last know home address on file in the District Office.

**SECTION 3. BACK-PAY:** Back-pay shall be paid to all active employees at the time of Board contract ratification. Back-pay shall be paid within thirty (30) days after Board ratification vote.

## **ARTICLE XX**

### **DURATION**

**SECTION 1. TERMS AND REOPENING NEGOTIATIONS:** This Agreement shall remain in full force and effect for a period commencing on its date of execution, through June 30, 2019, and thereafter until modifications are made pursuant to P.E.L.R.A. 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 say expiration. Unless otherwise mutually agreed, the parties shall not commence negotiations more than ninety (90) days prior to the expiration of this Agreement.

**SECTION 2. EFFECT:** This Agreement constitutes the full and complete Agreement between the School District and the union representing its employees. The provisions herein relating to terms and conditions of employment supersede any and all prior agreements, resolutions, practices, School District policies, and rules or regulations concerning terms and conditions of employment.

**SECTION 3. FINALITY:** Any matters relating to the current Agreement term, whether or not referred to in this Agreement, shall not be open for negotiations during the term of this Agreement.

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

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

For the Onamia School Worker's  
Chapter - Local 3455

For Independent School District #480



---

PRESIDENT




---

CHAIRPERSON



---

VICE PRESIDENT



---

CLERK



---

STAFF REPRESENTATIVE



---

STAFF REPRESENTATIVE



---

UNION REPRESENTATIVE



---

UNION REPRESENTATIVE



---

UNION REPRESENTATIVE

Dated this 1 day of June, 2017

Dated this 19<sup>th</sup> day of June, 2017

**2017-2019 Basic Wage Schedule**

**SCHEDULE A**

*PREFACE: Initial placement on the salary schedule is determined by the Superintendent of Schools and approved by the Board of Education. Prior experience may be allowed.*

**MAINTENANCE PERSONNEL**

	1	2	3	4	5	6	7	8
<b>Custodian I</b>								
2017-18	\$14.81	\$15.29	\$15.92	\$16.54	\$17.17	\$17.80	\$18.44	\$19.52
2018-19	\$15.11	\$15.60	\$16.24	\$16.87	\$17.51	\$18.16	\$18.81	\$19.91

*Custodian I's must have a 1<sup>st</sup> Class C Boiler License. Custodian I is limited to one (1) person regardless of licensure.*

	1	2	3	4	5	6	7	8
<b>Custodian II</b>								
2017-18	\$13.97	\$14.45	\$15.07	\$15.71	\$16.34	\$16.95	\$17.59	\$18.68
2018-19	\$14.25	\$14.74	\$15.37	\$16.02	\$16.67	\$17.29	\$17.94	\$19.05

*Custodian II's must have a 2<sup>nd</sup> Class C Boiler License.*

	1	2	3	4	5	6	7	8
<b>Custodian III</b>								
2017-18	\$11.85	\$12.26	\$12.76	\$13.29	\$13.81	\$14.34	\$14.86	\$15.87
2018-19	\$12.09	\$12.51	\$13.02	\$13.56	\$14.09	\$14.63	\$15.16	\$16.19

*Custodian III's can take the Special Boiler License test if they so desire. Custodian III's can take the 2<sup>nd</sup> Class C Boiler License test if they so desire. If a Custodian III passes the test, they will advance to the Custodian II category and pay scale at the same step they held as a Custodian III.*

	1	2	3	4	5	6	7	8
<b>Grounds Keeper</b>								
2017-18	\$11.30	\$11.69	\$12.19	\$12.69	\$13.19	\$13.69	\$14.21	\$14.92
2018-19	\$11.53	\$11.92	\$12.43	\$12.94	\$13.45	\$13.96	\$14.49	\$15.22

**Differential Pay: \$0.35**  
Maintenance personnel shall receive differential pay for each hour worked on a shift which starts after 3pm, if four (4) or more working hours of the shift fall after 3pm. The actual number of hours worked after 3pm shall be eligible for differential pay.

**Uniform Reimbursement:** All Maintenance personnel will be provided up to one hundred fifty dollars (\$150) per school year of reimbursed clothing and/or footwear allowance. Three (3) uniform shirts or smocks will be provided by the district annually, as needed by the employee.

**Boiler Licensure Testing Reimbursement and Custodial Boiler License Fees:** All Maintenance personnel will be reimbursed for the cost of up to two (2) boiler license testing fees. The School District will pay for the initial cost and renewal of all Boiler License fees for all Maintenance personnel.

**TEACHER/CLERICAL ASSISTANT PERSONNEL**

	1	2	3	4	5	6	7	8
<b>Instructional Assistant/MLA Instructional Assistant</b>								
2017-18	\$12.41	\$12.80	\$13.37	\$13.93	\$14.48	\$15.05	\$15.63	\$16.37
2018-19	\$12.66	\$13.06	\$13.64	\$14.21	\$14.77	\$15.35	\$15.94	\$16.70

Nine (9) month Instructional Assistant Personnel have their pay calculated as follows: number of school days + seven (7) paid holidays + nine (9) non-student contact days = total number of days. (#days) x (hours per day) = annual pay per year.

**HEALTH SERVICES PERSONNEL**

	1	2	3	4	5	6	7	8
<b>Health Services Coordinator</b>								
2017-18	\$13.08	\$13.51	\$14.10	\$14.71	\$15.29	\$15.90	\$16.49	\$17.27
2018-19	\$13.34	\$13.78	\$14.38	\$15.00	\$15.60	\$16.22	\$16.82	\$17.62

Nine (9) month Health Services Coordinator Personnel have their pay calculated as follows: number of school days + seven (7) paid holidays + nine (9) non-student contact days = total number of days. (#days) x (hours per day) = annual pay per year.

**FOOD SERVICE PERSONNEL**

\*Classes must be completed within two (2) years of date of hire.

	1	2	3
<b>Cooks Level 1 – Before Basic Classes Completed*</b>			
2017-18	\$10.94	\$11.30	\$11.69
2018-19	\$11.16	\$11.53	\$11.92

	1	2	3	4	5	6	7	8
<b>Cooks Level 2 – After Basic Classes Completed*</b>								
2017-18	\$11.50	\$11.85	\$12.37	\$12.89	\$13.41	\$13.92	\$14.43	\$15.17
2018-19	\$11.73	\$12.09	\$12.62	\$13.15	\$13.68	\$14.20	\$14.72	\$15.47

	1	2	3	4	5	6	7	8
<b>Cooks Level 3 – After Receiving Food Service Certification</b>								
2017-18	\$12.29	\$12.70	\$13.25	\$13.83	\$14.38	\$14.93	\$15.48	\$16.24
2018-19	\$12.54	\$12.95	\$13.52	\$14.11	\$14.67	\$15.23	\$15.79	\$16.56

**EXTRA COMPENSATION:** \$75 per month will be paid to the KITCHEN MANAGER as determined by the School District.

	1	2	3	4	5	6	7	8
<b>Server/Dishwasher/Lunch Cashier</b>								
2017-18	\$11.30	\$11.69	\$12.19	\$12.69	\$13.19	\$13.69	\$14.21	\$14.92
2018-19	\$11.53	\$11.92	\$12.43	\$12.94	\$13.45	\$13.96	\$14.49	\$15.22

The School District will pay for two (2) classes, which are Fundamentals in Food Service and Food Service Sanitation. Continued employment is contingent upon successful completion of these two (2) courses.

**Footwear Allowance:** Food Service personnel will be reimbursed up to \$75 per year for proper footwear to work in the kitchen area, providing proper purchase documentation is submitted with request.

Nine (9) month Food Service Personnel who work full-time, have their pay calculated as follows: number of school days + seven (7) paid holidays + nine (9) non-student contact days = total number of days. (#days) x (hours per day) = annual pay per year.

Nine (9) month Food Service Personnel who work part-time, have their pay calculated as follows: number of school days + seven (7) paid holidays = total number of days. (#days) x (hours per day) = annual pay per year.

**SECRETARIAL PERSONNEL**

	1	2	3	4	5	6	7	8
<b>General Office Secretary</b>								
2017-18	\$12.87	\$13.30	\$13.88	\$14.46	\$15.05	\$15.64	\$16.23	\$17.00
2018-19	\$13.13	\$13.57	\$14.16	\$14.75	\$15.35	\$15.95	\$16.55	\$17.34

	1	2	3	4	5	6	7	8
<b>Principal's Secretary</b>								
2017-18	\$13.17	\$13.62	\$14.23	\$14.82	\$15.42	\$16.02	\$16.62	\$17.67
2018-19	\$13.43	\$13.89	\$14.51	\$15.12	\$15.73	\$16.34	\$16.95	\$18.02

**EXTRA COMPENSATION:** An annual stipend of \$1500 will be paid to the Secretary assigned the MARSS Coordinator responsibilities.

Nine (9) month Secretarial Personnel have their pay calculated as follows: number of school days + seven (7) paid holidays + nine (9) non-student contact days = total number of days. (#days) x (hours per day) = annual pay per year.

Ten (10) month Secretarial Personnel have their pay calculated as follows: 196 days + ten (10) paid holidays (if applicable to work schedule) + ten (10) non-student days = total number of days. (#days) x (hours per day) = annual pay per year.

Eleven (11) month Secretarial Personnel have their pay calculated as follows: 227 days + ten (10) paid holidays (if applicable to work schedule) + ten (10) non-student days = total number of days. (#days) x (hours per day) = annual pay per year.

**TRANSPORTATION PERSONNEL**

	1	2	3	4	5	6	7	8
<b>Bus Driver</b>								
2017-18	\$15.89	\$16.53	\$17.19	\$17.88	\$18.59	\$19.33	\$20.10	\$20.90
2018-19	\$16.21	\$16.86	\$17.53	\$18.24	\$18.96	\$19.72	\$20.50	\$21.32

	1	2	3	4	5	6	7	8
<b>Bus Driver Assistant</b>								
2017-18	\$11.56	\$11.92	\$12.45	\$12.98	\$13.49	\$13.99	\$14.51	\$15.25
2018-19	\$11.79	\$12.16	\$12.70	\$13.24	\$13.76	\$14.27	\$14.80	\$15.56

	1	2	3	4	5	6	7	8
<b>Type III Driver</b>								
2017-18	\$12.71	\$13.22	\$13.76	\$14.30	\$14.87	\$15.46	\$16.08	\$16.72
2018-19	\$12.96	\$13.48	\$14.04	\$14.59	\$15.17	\$15.77	\$16.40	\$17.05

	1	2	3	4	5	6	7	8
<b>Mechanic</b>								
2017-18	\$14.82	\$15.29	\$15.92	\$16.54	\$17.17	\$17.80	\$18.44	\$19.52
2018-19	\$15.12	\$15.60	\$16.24	\$16.87	\$17.51	\$18.16	\$18.81	\$19.91

**Extra-Curricular**

Bus	\$15.50
Van	\$14.00

\*Coaches who drive the bus/van will be paid for driving time only. Coaching salary covers during the event.

**Extra Compensation:**

1. Required physical examination costs not covered by Bus Driver's medical insurance will be paid every year, if needed, by the District. This amount is not to exceed one hundred fifty dollars (\$150). In the event the Bus Driver has no medical coverage, the District will reimburse the Bus Driver up to an amount not to exceed one hundred fifty dollars (\$150). Bus Drivers will submit their receipt for reimbursement of any costs not covered by insurance.
2. Bus Drivers will be paid \$100 per year for electrical allowance to plug-in the school bus during the winter months.
3. Extra-Curricular and special trips will be compensated at the rate listed above under Extra-Curricular: For all extra-curricular or special trips employees shall be paid a minimum of two (2) hours pay each day. Hours away from home shall be figured to the nearest half (½) hour. If the driver of the bus is away from home during meal time or overnight, there shall be added compensation for meals and lodging at the current School Board rate. No meal allowance will be made for an evening trip starting after 6p.m.

**Uniform Reimbursement:** Mechanic will be provided up to one hundred fifty dollars (\$150) per school year of reimbursed clothing and/or footwear allowance.

Nine (9) month Transportation Personnel have their pay calculated as follows: number of school days + seven (7) paid holidays = total number of days. (#days) x (hours per day) = annual pay per year.

**LONGEVITY PAY:**

After the completion of years of continuous service, the School District will provide employees with the following longevity pay per year:

- 15 years of service - \$250 per year
- 20 years of service - \$350 per year
- 25 years of service - \$500 per year

Longevity pay is paid in one lump sum on the June 15<sup>th</sup> payroll.