

AGREEMENT

between

INTERMEDIATE SCHOOL DISTRICT NO. 917

and

OFFICE AND PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION, LOCAL 12
AFLCIO, CLC

Effective July 1, 2022, through June 30, 2024

Approved by the School Board: June 14, 2022

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**ARTICLE I
PURPOSE**

Section 1. Parties: This Agreement is entered into between the Intermediate School District No. 917, Rosemount, Minnesota, (hereinafter referred to as the School District) and the Office and Professional Employees International Union, Local 12, AFLCIO, CLC (hereinafter referred to as the union) pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, as amended, (hereinafter referred to as PELRA) to provide the terms and conditions of employment for office and clerical employees during the duration of this Agreement.

**ARTICLE II
RECOGNITION OF EXCLUSIVE REPRESENTATIVE**

Section 1. Recognition: In accordance with the PELRA the School District recognizes the Office and Professional Employees International Union, Local 12, AFLCIO, CLC as the exclusive representative for office and clerical employees employed by the School District of Intermediate School District No. 917, which exclusive representative shall have those rights and duties as prescribed by PELRA and as described in the provisions of this Agreement.

**ARTICLE III
APPROPRIATE UNIT**

Section 1. Appropriate Unit: The union shall represent all such employees of the School District contained in the appropriate unit as defined in Article 4 of this Agreement and the PELRA and in certification by the Director of Mediation Services, Case No. 75R603A.

**ARTICLE IV
DEFINITIONS**

Section 1. Terms and Conditions of Employment: Terms and conditions of employment means the hours of employment, the compensation therefore, including fringe benefits, except retirement contributions or benefits, and the employer's personnel policies affecting the working conditions of the employees.

Section 2. Description of Appropriate Unit: For purposes of this Agreement, the appropriate unit shall mean office and clerical employees employed by the School District, excluding the following: confidential employees, such as human resources, supervisory employees, essential employees, part-time employees whose services do not exceed fourteen (14) hours per week or thirty-five percent (35%) of the work week in the employee bargaining unit whichever is lesser, employees who hold the positions of a temporary or seasonal character for a period not in excess of 67 working days in any calendar year and emergency employees.

Section 3. School District: Any reference to the School District in this Agreement shall mean the School District or its designated officials or representatives.

Section 4. Definition of First Year of Employment: The first year of employment shall be defined as any days of employment prior to or on the last day of the fiscal calendar in the first employment

agreement. The next fiscal calendar becomes the second year of employment with each successful fiscal calendar adding to the years of employment.

Section 5. Other Items: Terms not defined in this Agreement shall have those meanings as defined by the PELRA.

ARTICLE V SCHOOL BOARD RIGHTS

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

Section 2. Management Responsibilities: The exclusive representative 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 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 Board rules, regulations, policy, 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, policy and orders from time to time as deemed necessary by the School District insofar as such rules, regulations, directives, policy 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.

Section 4. Reservation of Managerial Rights: The foregoing enumeration of 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.

ARTICLE VI 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 his/her 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. Rights to Dues Check-Off:

Subd. 1. Employees shall have the right to dues check off to the union, provided that dues check off and the proceeds thereof shall not be allowed any organization that has lost its right to dues check off pursuant to Minn. Stat. § 179A.06, Subd. 6.

Subd. 2. The School District from September 15 to June 15 shall deduct monthly from each paycheck the employee's membership dues in the union and pay the same to the union within ten (10) days following said pay periods provided that the School District shall have received from each employee on whose account such deductions are made a written assignment. The union agrees to file an initiation fee and dues deduction assignment form with the School District for each employee prior to such deductions. The dues checkoff authorization shall continue in effect until termination of the employee or of revocation by the employee. Revocation shall be in writing to the Local and allowed only during the window provided by law. The Union will notify the District if this window changes from the prior year by June 30th.

ARTICLE VII HOURS OF SERVICE

Section 1. Basic Work Week and Day: The regular Monday through Friday work week shall consist of thirty-five (35) to forty (40) hours, dependent on position type, exclusive of duty-free lunch period for full-time employees. The normal workday for all regular full-time employees shall be seven (7) to eight (8) consecutive hours per day, dependent on position type, exclusive of duty-free lunch period.

Section 2. Duty Days: A full-time (1.0 FTE) employee hired or transferred into positions shall be defined, dependent of position, as the following:

Administrative Assistant I/Information Management I	210 days/year	7 hours/day
Administrative Assistant II/Information Management II	226 days/year	8 hours/day
Administrative Assistant III/Information Management III	241 days/year	8 hours/day
Accounts Payable/Accounts Receivable Clerks	241 days/year	8 hours/day

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

Section 4. Starting Time: All employees will be assigned starting times as determined by the School District.

Section 5. Lunch Period: Employees shall be provided a duty-free lunch period of thirty (30) minutes.

Section 6. School Closings: Provisions for the closing of schools due to inclement weather or other exigency shall be as addressed in District Policy 466.

Section 7. Breaks: All full-time employees covered by this Agreement shall receive a fifteen (15) minute break in the morning and a fifteen (15) minute break in the afternoon at a time determined by the supervisor.

Section 8. Overtime: Generally, employees shall not be required to work the eleven (11) district holidays listed below. However, all employees covered by this Agreement shall be paid at the rate of time and one-half (1.5x) for any work over forty (40) hours per week or if required to work on the following days:

1. Day after the Fourth (4th) Thursday in November
2. December 24
3. Third (3rd) Monday in January
4. Third (3rd) Monday in February
5. The Friday before the full moon that follows the northern Spring equinox (Good Friday)

Double time (2x) shall be paid for all work performed on Sunday and on the following days:

1. July 4
2. First (1st) Monday of September
3. Fourth (4th) Thursday in November
4. December 25
5. January 1
6. Last Monday in May

Section 9. Modifications in Calendar, Length of Duty Day:

Subd. 1: Notwithstanding any other provisions of this Article, in the event of energy shortage, severe weather or other exigency, the School District may modify the duty day or duty week as appropriate, but with the understanding that the total number of hours shall not be increased, i.e., a four (4) day week with increased hours per day, but the total weekly hours not more than the regular five (5) day week.

Subd. 2. Prior to modifying the scheduled length of the duty day pursuant to Subd. 1 hereof, the School District shall afford to the union the opportunity to meet and confer on such matters.

ARTICLE VIII COMPENSATION

Section 1. Basic Salaries Regular Full-Time Employees:

Subd. 1. For purposes of this Article, the term regular full-time employee shall mean an employee who is paid for 940 or more hours during the fiscal year (July 1 to June 30).

Subd. 2. Effective July 1, 2022, all employees will advance one step on Salary Schedule A over their placement as of June 30, 2022, unless otherwise prescribed by Section 4 of this Article. ..

Subd. 3. Effective July 1, 2023, all employees will advance one step on Salary Schedule B over their placement as of June 30, 2023, unless otherwise prescribed by Section 4 of this Article.

Subd. 4. Longevity: Employees whose years of continuous employment in the ~~union~~ District fall in the following categories will receive a longevity salary increase beyond the rates delineated in Schedules A and B effective July 1, 2022, or July 1, 2023.

Years of Service	2022-23	2023-24
In years 10-11 of continuous employment in the District	\$1.25	\$1.35
In years 12-17 of continuous employment in the District	\$1.65	\$1.75
In years 18-20 of continuous employment in the District	\$3.05	\$3.15
In years 21+ of continuous employment in the District	\$4.00	\$4.10

Section 2. Basic Salaries – Regular Part-Time Employees:

Subd. 1. For purposes of this Article, the term regular part-time employee shall mean an employee who is paid for less than 940 hours but more than 728 hours in the fiscal year (July 1 – June 30).

Subd. 2. Regular part-time employees shall be compensated on salary Schedule A, effective July 1, 2022, and on Salary Schedule B, effective July 1, 2023. Part-time employees shall advance one (1) step on the effective salary schedule after completion of 940 paid hours. A step advancement may occur on July 1 or January 1 of the fiscal year. A regular part-time employee may not advance more than two (2) steps during the two-year contract period.

Subd. 3. On the July 1 or January 1 that a regular part-time employee becomes eligible for a step advancement paid hours in excess of 940 shall be carried forward and applied to the employees next 940 paid hours qualifying period for a step advancement.

Section 3. Successor Agreement: In the event a successor agreement is not entered into prior to July 1, 2024, an employee shall remain at the same step as compensated during the 2023-2024 contract year until a successor agreement is reached. The successor agreement shall govern step advancement.

Section 4. New Employees: A new employee shall be placed on the salary schedule as agreed between the employer and the employee and shall be eligible for step advancement on the following July 1 if employed prior to January 1. An employee hired after January 1 shall be eligible for any increase in the current rate on July 1 but shall not be eligible for step advancement until the following July 1. Thereafter, such a new employee shall be subject to all provisions of this Article, including the basic rules for regular part-time and regular full-time employees.

Notwithstanding the above (Article VIII, Section 4), the School District will not hire union bargaining unit members who are new to the District above the lowest paid employee in the classification within the salary schedule without notifying the Union Business Representative by e-mail prior to making the wage offer. Initial compensation for a new employee hire above the lowest paid employee in the classification within the union will be discussed with the union prior to final disposition.

Section 5. Mentor Training Stipend: Each probationary employee will be paired by the School District with a non-probationary employee who will serve as a mentor and trainer to the probationary employee throughout their first year of employment in their new position. The School District will make a reasonable attempt to identify one (1) non-probationary employee to serve as

mentor and trainer. Those employees who agree to participate as a mentor/trainer shall commit to one year. Should the mentor employee leave the District or should the mentor employee or the District determine that the mentor role is not a fit for that employee, the stipend amount shall be prorated. Shall the probationary employee leave the District prior to completing the first full year of training, the mentor employee shall retain the full stipend amount. The mentor/trainer will receive a \$300 stipend for one full year. The stipend will be paid at the end of the training year, through the submission of a form initiated by the mentor and approved by the probationary employee’s supervisor and the executive director.

Section 6. Change of Position Description Category: In the event an employee changes Position Description Categories (Information Management I, Information Management II, Information Management III, Administrative Assistant I, Administrative Assistant II, Administrative Assistant III), the employee moving categories will move laterally to the same step on the salary schedule as the employee’s previous categorical placement. The total number of hours the employee has worked under this contract will be considered in regard to the employee’s eligibility for a step increase. For example, a change in category on or after January 1 shall not prevent an employee from being eligible for a step increase on July 1, if the employee was working in this union contract in another category prior to January 1. This applies to changes in position description category starting July 1, 2020 and is not retroactive for previous changes.

Section 6. Salary Increases: Salary increases are not automatic and are effective only upon affirmative action by the School Board. The School Board reserves the right to withhold salary increases based upon employee performance in individual cases for cause. Withholding of salary increases based upon employee performance shall not be done without giving the employee and the union such notice two (2) weeks prior to the point in time when District 917 service salary increases are due. An action withholding a salary increase shall be subject to the grievance procedure. It is further understood that nothing in this Agreement shall be construed to prevent the School District from paying an employee at a rate higher than as provided in this Agreement, as long as such discretion is exercised in a fair and reasonable manner.

**ARTICLE IX
403B MATCHING CONTRIBUTION**

Section 1. Eligibility: To be eligible for this contribution, an employee must be regularly employed at least 940 hours during the fiscal year, and such benefits shall not apply to employees employed for a lesser time or substitute employees.

Section 2. Contribution: The School District will match eligible employee contributions up to a maximum as listed in the following schedule, according to year of employment.

Years of Continuous Employment in the District	2022-2024
Years 1-3	\$200
Years 4-6	\$300
Years 7-9	\$400
Years 10-12	\$500
Years 13 and beyond	\$600

Section 3. Authorization: A salary reduction authorization agreement must be completed by the eligible employee by October 1 and each year thereafter for the employee to participate in the 403B matching contribution plan.

Section 4. Unpaid Leaves: Employees on unpaid leaves may not participate in the matching program while on leave.

Section 5. Matching Requirement: The School District's contribution, in any event, shall not exceed the employee's matching contribution within the limitations of this Article.

ARTICLE X GROUP INSURANCE

Section 1. Health and Hospitalization Insurance:

Subd. 1. Individual Coverage: Effective July 1, 2022, the School District shall contribute a sum not to exceed \$660 per month for individual coverage for each eligible employee employed by the School District who qualifies for and is enrolled in the School District group health and hospitalization plan. Effective January 1, 2023, the School District shall contribute a sum not to exceed \$710 per month for individual coverage for each eligible employee employed by the School District who qualifies for and is enrolled in the School District group health and hospitalization plan. Effective January 1, 2024, the School District shall contribute a sum not to exceed \$750 per month for individual coverage for each eligible employee employed by the School District who qualifies for and is enrolled in the School District group health and hospitalization plan. The cost of the premium not contributed by the School District shall be borne by the employee and paid by payroll deduction. This subdivision shall not apply to those eligible employees who select coverage under the high deductible health plan described in Subdivision 3.

Subd. 2. Dependent Coverage: Effective July 1, 2022, the School District shall contribute a sum not to exceed \$1565 per month for dependent coverage for each eligible employee employed by the School District who qualifies for and is enrolled in the School District group health and hospitalization plan and who qualifies for dependent coverage. Effective January 1, 2023, the School District shall contribute a sum not to exceed \$1600 per month for dependent coverage for each eligible employee employed by the School District who qualifies for and is enrolled in the School District group health and hospitalization plan and who qualifies for dependent coverage. Effective January 1, 2024, the School District shall contribute a sum not to exceed \$1630 per month for dependent coverage for each eligible employee employed by the School District who qualifies for and is enrolled in the School District group health and hospitalization plan and who qualifies for dependent coverage. The cost of the premium not contributed by the School District shall be borne by the employee and paid by payroll deduction. This subdivision shall not apply to those eligible employees who select coverage under the high deductible health plan described in Subdivision 4.

Subd. 3. Individual High Deductible Coverage:

- (a) Eligible employees shall have the option of enrolling in a high deductible coverage option of the school district's health and hospitalization plan. The high deductible coverage shall be a qualified high deductible health plan

within the meaning of Section 223 of the Internal Revenue Code of 1986, as amended from time to time. Each eligible employee enrolled in the high deductible coverage shall be eligible for a contribution to a health savings account (“HSA”) of such employee in accordance with the Intermediate School District No. 917 Flex Choice Plan (the “Flex Choice Plan”). The total monthly contribution by the school district toward the cost of the premium of the high deductible coverage, the HSA contribution, and the HSA administrative fees attributable to such eligible employee shall not exceed \$660 beginning July 1, 2022. The total monthly contribution by the school district toward the cost of the premium of the high deductible coverage, the HSA contribution, and the HSA administrative fees attributable to such eligible employee shall not exceed \$710 beginning January 1, 2023 and shall not exceed \$750 beginning January 1, 2024.

- (b) The school district shall contribute toward the cost of the premium for each eligible employee employed by the school district who qualifies for and is enrolled in individual coverage under the high deductible coverage option of the school district’s health and hospitalization plan a monthly amount equal to the total monthly contribution identified in subsection (a) minus the monthly HSA contribution identified in subsection (c) and the monthly HSA administrative fees.
- (c) The school district shall contribute an amount equal to one-half of the applicable deductible to the HSA of each eligible employee employed by the school district who qualifies for and is enrolled in individual coverage under the high deductible coverage option of the school district’s health and hospitalization plan. Such contributions shall be made monthly on a pro rata basis. Such employees shall also be eligible, through the Flex Choice Plan, to make pre-tax contributions to the HSA via salary reduction. The school district shall select the vendor of the HSA to which such contributions shall be made. Once deposited in an employee’s HSA, such contributions, whether made by the school district or via salary reduction, shall not be subject to restriction by the school district and the employee may access and/or transfer such funds to a different HSA to the fullest extent permitted by law. Such employees also shall be eligible to participate in a Limited Scope Health Care Reimbursement Plan through the Flex Choice Plan, which shall allow reimbursement of medical expenses to the fullest extent permitted by law for an individual receiving contribution to an HSA.

Subd. 4. Family High Deductible Coverage:

- (a) Eligible employees shall have the option of enrolling in a high deductible coverage option of the school district’s health and hospitalization plan. The high deductible coverage shall be a qualified high deductible health plan within the meaning of Section 223 of the Internal Revenue Code of 1986, as amended from time to time. Each eligible employee enrolled in the high deductible coverage shall be eligible for a contribution to a health savings account (“HSA”) of such employee in accordance with the Intermediate School District No. 917 Flex Choice Plan (the “Flex Choice Plan”). The

total monthly contribution by the school district toward the cost of the premium of the high deductible coverage, the HSA contribution, and the HSA administrative fees attributable to such eligible employee shall not exceed \$1565 beginning July 1, 2022. The total monthly contribution by the school district toward the cost of the premium of the high deductible coverage, the HSA contribution, and the HSA administrative fees attributable to such eligible employee shall not exceed \$1600 beginning January 1, 2023 and shall not exceed \$1630 beginning January 1, 2024.

- (b) The school district shall contribute toward the cost of the premium for each eligible employee employed by the school district who qualifies for and is enrolled in family coverage under the high deductible coverage option of the school district's health and hospitalization plan a monthly amount equal to the total monthly contribution identified in subsection (a) minus the monthly HSA contribution identified in subsection (c) and the monthly HSA administrative fees.
- (c) The school district shall contribute an amount equal to one-half of the applicable deductible to the HSA of each eligible employee enrolled in the family high deductible coverage. Such contributions shall be made monthly on a pro rata basis. Such employees shall also be eligible, through the Flex Choice Plan, to make pre-tax contributions to the HSA via salary reduction. The school district shall select the vendor of the HSA to which such contributions shall be made. Once deposited in an employee's HSA, such contributions, whether made by the school district or via salary reduction, shall not be subject to restriction by the school district and the employee may access and/or transfer such funds to a different HSA to the fullest extent permitted by law. Such employees also shall be eligible to participate in a Limited Scope Health Care Reimbursement Plan through the Flex Choice Plan, which shall allow reimbursement of medical expenses to the fullest extent permitted by law for an individual receiving contribution to an HSA.

Subd. 5. Changes in Coverage under High Deductible Coverage: If an eligible employee who qualifies for and is enrolled in coverage under the high deductible coverage option of the school district's health and hospitalization plan changes the type of coverage during a calendar year (e.g., from individual coverage under the high deductible coverage option to family coverage under the high deductible coverage option; from family coverage under the high deductible coverage option to individual coverage under the high deductible coverage option; from family or individual coverage under the high deductible coverage option to no coverage under the high deductible coverage option), the school district's contribution to the employee's HSA shall change accordingly. The change in the amount of HSA contributions shall be effective coincident with the change in the type of coverage under the high deductible coverage option.

Section 2. Dental Insurance:

Subd. 1. Individual Coverage: Effective July 1, 2022, the School District shall contribute a sum not to exceed \$46 per month toward the cost of the premium for individual coverage for each eligible employee employed by the School District who qualifies for and is

enrolled in the School District's dental insurance plan. The cost of the premium not contributed by the School District shall be borne by the employee and paid by payroll deduction.

Subd. 2. Dependent Coverage: Effective July 1, 2022, the School District shall contribute a sum not to exceed \$106 per month toward the cost of the premium for dependent coverage for each eligible employee employed by the School District who qualifies for and is enrolled in the School District's dental insurance plan. The cost of the premium not contributed by the School District shall be borne by the employee and paid by payroll deduction.

Section 3. Life Insurance: Effective July 1, 2022, the School District will provide a \$50,000 term life insurance policy for each eligible employee. The value of this benefit will be included in the employee's taxable income as required by the Internal Revenue Code Section 79.

Section 4. Group Income Protection: The School District will pay each month the premium for income protection insurance for each eligible employee. The income protection plan shall include the following:

1. Benefits begin after ninety (90) calendar days of total disability.
2. The monthly income benefit shall be 66²/₃ percent of basic monthly earnings (exclusive of any additional compensation from this district or any other source).

Section 5. 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 claim shall be made against the School District as a result of a denial of insurance benefits by an insurance carrier.

Section 6. Description of Benefits: The parties agree that any description of insurance benefits contained in this Article is intended to be informational only and the eligibility of any employee for benefits shall be governed by the terms of the insurance policy.

Section 7. Eligibility: Fulltime and permanent part-time employees regularly employed 940 or more hours per year, shall be eligible for School District insurance contributions as provided in this Article. Employees employed for a lesser period of time shall not be entitled to any contribution under this Article.

ARTICLE XI LEAVES OF ABSENCE

Section 1. Sick Leave:

Subd. 1. An eligible employee shall earn sick leave at the rate of one (1) day for each month of service in the employ of the school district. For purposes of this section an employee shall accrue sick leave annually based upon the number of hours that employee works as follows:

221 or more workdays per year – twelve (12) days sick leave per year

201 and 220 workdays per year – eleven (11) days sick leave per year
200 or less workdays per year – ten (10) days sick leave per year

Subd. 2. Annual sick leave shall accrue at the beginning of the fiscal year. Employees using sick days in excess of those earned and accredited to their account shall have compensation for those excess days used withheld from their pay.

Subd. 3. Unused sick leave days may accumulate without limit.

Subd. 4. Sick leave with pay shall be allowed by the School District whenever an employee's absence is found to have been due to illness, which prevented his/her attendance and performance of duties on that day or days. The School District may require an employee to furnish a medical certificate from a qualified physician as evidence of illness, indicating such absence was due to illness, in order to qualify for sick leave pay. In the event that a medical certificate will be required, the employee will be so advised.

Subd. 5. An employee may use one (1) day of accumulated sick leave for each day of illness or disability of the employee's child who is under eighteen (18) years old or under age 20 and still attending secondary school, for such reasonable periods as the employee's attendance with the child may be necessary, on the same terms the employee is able to use sick leave benefits for the employee's own illness. Up to twenty (20) days accumulated sick leave in any 12-month period will be granted for the illness or injury of the following: employee's spouse, parent, adult child, sibling, grandparent, step-parents, step-child, grandchild or spouse's mother or father (Minn. Stat. 181.9413) for reasonable periods of time as the employee's attendance with the respective relative may be necessary, on the same terms the employee is able to use sick leave benefits for the employee's own illness or injury. Additional absence for severe illness may be granted at the sole discretion of the superintendent, whose decision is final and binding and is not subject to the grievance procedure.

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

Subd. 7. Sick leave pay shall be approved only upon submission on the online absence system.

Subd. 8. Each school year, it shall be the option of each bargaining unit member to contribute one (1) vacation day to establish and maintain a paid sick leave bank up to 150 days. On or before June 1, the business office will electronically prompt bargaining unit members to indicate whether or not they wish to contribute to the sick leave bank. The paid sick leave bank shall be administered by the President of the Association and the Superintendent. Paid sick leave days shall be available only for serious illness or injury of bargaining unit members who have exhausted all of their paid leave options. No bargaining unit member may be granted from the pool of sick leave days more than is needed to become eligible for long-term disability. Eligibility decisions are not subject to the grievance procedure.

Section 2. Medical Leave:

Subd. 1. Personal Medical Leave of Absence: An employee who is unable to work because of a personal illness or disability may, upon written request to human resources per procedure outlined on the School District's website, be granted a medical leave of absence. Such leave shall run concurrently, that is at the same time, with Family Medical Leave Act (FMLA) provisions, if the employee is eligible under FMLA as noted in subdivision two (2) of this section. The employee's accrued paid leave must be exhausted before the employee transitions to an unpaid personal medical leave of absence.

Maternity Leave: The start of a personal physical disability absence for prenatal care, pregnancy, delivery, and recovery from childbirth shall be determined by the employee's physician. The end of a personal physical disability absence for childbirth shall also be determined by the employee's physician. This must be communicated to the School District in writing. Leaves extending beyond the physician's documentation shall fall under parental leave and may be eligible under the Family Medical Leave Act as noted in subdivision two (2) of this section.

Subd. 2. Family Medical Leave of Absence: In accordance with the Family Medical Leave Act (FMLA), eligible employees are entitled to twelve (12) workweeks of unpaid leave within a rolling twelve (12)-month period. Non-contract days, such as non-duty days, shall not count toward the twelve (12) workweeks and accrued paid leave shall not be deducted.

- a) FMLA Eligibility: Over the twelve (12) months prior to leave, employees must have been employed with the School District for at least twelve (12) months and worked 1,250 hours within the twelve (12)-month period preceding the leave. Any use of vacation, sick leave, or unpaid time off (non-duty days) are not be counted toward the 1,250-hour benchmark.
- b) Pursuant to law, FMLA Leave shall be granted for any of the following reasons:
 - i. The employee's own serious health condition, as defined by the FMLA.
 - ii. The employee's need to care for an immediate family member (spouse, child, parent) with a serious health condition, as defined by the FMLA.
 - iii. The placement (adoption or foster care) or birth of a child up to one year after the child's birth or placement.
- c) FMLA Leave will run concurrently, that is at the same time, with any paid leave and any and all of the employee's accrued paid leave must be exhausted before the employee transitions to an unpaid leave of absence.
- d) Spouses who work for the School District shall be allowed a combined total of twelve (12) weeks unpaid FMLA leave during any twelve (12)-month period for the birth or adoption of a child, or to care for a parent's serious health condition. However, the combined limitation does not apply to FMLA leave taken by one spouse in the School District to care for the other spouse in the School District.

Subd. 3. Notification and Request for Medical Leave: An employee must give written notice to human resources requesting a medical leave of absence at least three (3) calendar months before the beginning of the requested medical leave or within 24 hours of receipt of notice of arrival of an adopted child, if notice is received less than three (3) calendar months before the leave start date, or as soon as possible following the onset of a serious

health condition. The request for medical leave shall adhere to procedure outlined on the School District's website.

Subd. 4. Medical Verification: The employee shall be required to provide the School District with medical verification from a qualified healthcare provider for their own or the family member's serious health condition when requesting the leave of absence.

Subd. 5. Returning from Medical Leave: An employee on a medical leave of absence under this Section must notify human resources or his/her administrative designee in writing, at least one (1) week prior to his/her intention to return from leave.

- a) If the employee is returning from a personal medical leave of absence, the employee must also provide medical verification from a qualified healthcare provider of the employee's release from medical restrictions allowing them to return to full capacity at work.

The employee may provide medical verification from a qualified healthcare provider of the employee's work restrictions due to the employee's serious medical condition, and the School District will attempt to accommodate those restrictions if possible.

- b) Upon return from a medical leave, the employee shall be returned to the former position held from which the employee was granted the leave, or an equivalent position should that position no longer be available or the School District determines the timing of the employee's return would interfere with student achievement.

Subd. 6. Probationary Period: Periods of time for which the employee is on medical leave may extend the employee's probationary period pursuant to Minnesota Statute (122A.41, Subdivision 1).

Section 3. Parental Leave:

Subd. 1. An employee shall be afforded a parental leave of absence of no more than twelve (12) months in duration for the care of a newborn child or an adopted child, provided that the employee is caring for the child on a full-time basis. The parental leave will run concurrently, that is at the same time, as family medical leave should the leave be an FMLA-qualified leave of absence.

Subd. 2. Notification and Request for Parental Leave: An employee shall give written notice to human resources, per procedure outlined on the School District's website, requesting a parental leave of absence at least three (3) calendar months before the beginning of the requested leave or within 24 hours of receipt of notice of the arrival of an adopted child, if notice is received less than three (3) calendar months before the leave start date.

Subd. 3. Returning from Parental Leave: For partial school year leaves, an employee on a parental leave of absence under this Section must confirm with human resources his/her intention to return from parental leave at least two (2) weeks prior to his/her approved leave

end date. For full -year leaves, an employee on a parental leave of absence under this Section must confirm with human resources or his/her administrative designee in writing, his/her intention to return from parental leave at least six (6) weeks prior to the end of his/her leave.

Upon return from a parental leave, the employee shall be returned to the former position held from which the employee was granted the leave, or an equivalent position should that position no longer be available or the School District determines the timing of the employee's return would interfere with student achievement.

Subd. 4. Failure of the employee to return from a parental leave pursuant to the agreed upon return date with the School District, may constitute job abandonment and be grounds for termination.

Subd. 5. The School District may adjust the proposed beginning or end date of a parental leave to coincide with a natural break in the school year.

Subd. 6. Probationary Period: Periods of time for which the employee is on parental leave may extend the employee's probationary period pursuant to Minnesota Statute (122A.41, Subdivision 1).

Section 4. Civic Duty/Military Leave

Subd. 1. Jury Duty: An employee summoned to serve on a jury shall request to be excused from such jury service. Employees who are not excused will be permitted time off without the loss of pay contingent upon the employee reimbursing the School District any fees / per diem received from the court for said jury duty. Any allowable expenses reimbursed by the court, such as mileage, parking, and meals, may be retained and are the sole responsibility of the employee to seek through the court. The District shall assume no responsibility to seek reimbursement, nor pay reimbursement for said expenses.

Subd. 2. Subpoenaed Witness: An employee subpoenaed in cases involving the School District or students (e.g., a parent custody case) served within the School District, will be permitted time off without the loss of pay and will be allowed to retain any allowable expenses reimbursed by the court. An employee subpoenaed in cases unrelated to the School District, will be permitted time off and use of paid or unpaid leave will be at the discretion of the Superintendent. Any allowable expenses reimbursed by the court, such as mileage, parking, and meals, may be retained and are the sole responsibility of the employee to seek through the court. The District shall assume no responsibility to seek reimbursement, nor pay reimbursement for said expenses.

Subd. 3. Military: Military leave shall be granted pursuant to State and Federal laws.

Section 5. General Unpaid Personal Leave

Subd. 1. An employee shall be afforded a general unpaid personal leave of absence, subject to the provisions in this section and District policy 464, through written request from the employee to the Superintendent. Any leave within this section must also be approved by

the School Board if it extends beyond five (5) days. The granting of such leave shall be at the sole discretion of the School Board.

A general leave may be granted by the School Board for extended personal illness, extended illness of the employee's immediate family member, additional educational requirements, or other reasons acceptable to the School Board.

Subd. 2. A general leave of absence pursuant to this section shall be leave without pay and the employee will not be permitted to use accrued leave to subsidize his/her general leave of absence.

Subd. 3. An employee on an approved general leave of absence for a full year, shall notify the Superintendent in writing of his/her intention to return at least two (2) months prior to his/her approved leave end date. For partial school year leaves, an employee on a general leave of absence under this Section must notify the Superintendent in writing, of his/her intention to return from general leave at least one (1) month prior to his/her approved leave end date.

Section 6. Insurance Implications

Subd. 1. Qualified FMLA Leaves: An employee on a leave under this article that qualifies per the Family Medical Leave Act (FMLA) is eligible to continue to participate in group insurance programs, if permitted under the insurance policy provisions, and shall continue to pay the employee contribution to the insurance premium for any month during which the FMLA-qualified leave falls.

Subd. 2. Other Leaves: For leaves under this article that do not qualify per the FMLA, the employee shall pay the full insurance premium (School District and employee contributions) for any month in which the employee does not work at least one (1) day.

Subd. 3. Payment: The employee is responsible for paying the School District business office the monthly amounts due for any insurance programs the employee wishes to retain in advance of the end of the corresponding month on such a date determined by the School District. However, the employee may elect to discontinue insurance programs. The right to continue participation in such group insurance programs shall automatically discontinue upon termination of employment, except as otherwise provided by law.

Section 7. Accrued Benefits:

Subd. 1. Employees on Medical or Parental Leaves: An employee on a medical or parental leave under this article shall retain his/her number of vacation, personal, and sick leave days, and other accrued benefits, if any, up to the date that the employee went on leave for use during the employee's leave of absence, as noted in sections two (2) and three (3) of this article, and accrual will continue so long as the employee is using paid leave. No additional paid leave days, or other benefits shall accrue for the period of time that the employee is on unpaid leave.

Subd. 2. Employees on General Leaves: An employee on a general leave under this article shall retain his/her number of vacation, personal, and sick leave days, and other accrued

benefits, if any, up to the date that the employee went on leave for use upon the employee's return from leave. No additional paid leave days or other benefits shall accrue for the period that the employee is on unpaid leave.

Section 8. Death and Illness:

Subd. 1. An employee may be granted up to five (5) days absence with pay due to the death of the employee's spouse, child, step-child, parent, sister, brother, parent-in-law, son or daughter-in-law, and grandchild. Up to three (3) days absence may be granted with pay for the death of the employee's grandparent, brother or sister-in-law, or significant person of the immediate household. The leave set forth in this section is non-accumulative and shall not be deducted from sick leave.

Subd. 2. Upon approval of the superintendent or his/her designee, up to twenty (20) days sick leave per year will be granted for the illness or injury of the following: employee's spouse or parent or spouse's parent, or child over 18, or grandchild or sibling and/or grandparent and/or step-parent. An employee may use one (1) day of accumulated sick leave for each day of illness or disability of the employee's child who is less than eighteen (18) years old, for such reasonable periods as the employee's attendance with the child may be necessary, on the same terms the employee is able to use sick leave benefits for the employee's own illness (Minn. Stat. § 181.9413).

Subd. 3. Additional absence for bereavement may be granted at the sole discretion of the superintendent, whose decision is final and binding and is not subject to the grievance procedure.

**ARTICLE XII
VACATION AND PERSONAL LEAVE**

Section 1. Eligible Employee: Full-time and permanent part-time employees regularly employed by the School District who meet the conditions of Article IV, Section 2, for inclusion in the unit, shall be eligible for vacation as outlined in this Article. A day shall be credited based upon the number of hours per day that the employee works on a regular basis.

Section 2. Vacation Leave: Commencing in the second year of employment within this union contract, an employee shall receive vacation days as part of their assigned number of duty/workdays, which shall accrue at the beginning of the school year. The employee shall request, through the district-used attendance tracking system, the specific day(s) to be used as vacation and that request shall be subject to approval by the employee's supervisor, based upon the needs of the School District. The following workday schedule will be applied to determine the number of vacation days assigned:

- 236 days to 241 days – 17 vacation days
- 215 days to 235 days – 16 vacation days
- 194 days to 214 days – 7 vacation days
- 173 days to 193 days – 6 vacation days
- 152 days to 172 days – 5 vacation days
- 131 days to 151 days – 4 vacation day

An employee's accrued personal leave as of June 30, 2022, will be converted into vacation leave and added to the vacation day leave bank in addition to the amounts listed above.

Vacation days may be carried over to the next year to a maximum of twenty (20) days. Unused days will be paid at regular salary at time of resignation if the district receives two weeks' notice of the resignation.

Vacation days will typically not be granted for those working as an Administrative Assistant I or II or as Information Management I or II staff during new licensed and all licensed staff workshop week at the start of each new school year, during the first ten (10) and the last ten (10) student contact days, during parent conference days, inservice days, or other days that are critical for the employee to be in attendance. Exceptions may be made with approval of the employee's direct supervisor. For all employees, vacation may be denied based on the needs of the District.

ARTICLE XIII DISCIPLINE, DISCHARGE AND PROBATIONARY PERIOD

Section 1. Probationary Period: An employee, under the provisions of this Agreement, shall serve a probationary period of one calendar year during which time the School District shall have the unqualified right to suspend without pay, discharge, or otherwise discipline such employee.

Section 2. Completion of Probationary Period: An employee who has completed the probationary period may be suspended without pay, discharged, or disciplined only for just cause by the School District, subject to the grievance procedure.

Section 3. Trial Period, Change of Classification: An employee transferred or promoted to a different classification shall serve a trial period of two (2) months in any such new classification. During this two (2) month trial period, if it is determined by the School District that the employee's performance in the new classification is unsatisfactory, the School District shall have the right to reassign the employee to his/her former classification. However, upon the mutual consent of the School District and the union, this trial period may be extended for an additional one (1) month.

ARTICLE XIV VACANCIES AND JOB POSTING

Section 1. Posting of Vacancies: Prior to all permanent position vacancies being posted by the District, a draft of the intended posting will be sent to the Union Business Representative forty-eight (48) hours prior to the job being posted publicly. All permanent position vacancies will be posted for a one (1) week period via the District's online application process and an announcement will be emailed district-wide to inform employees of the posted vacancy. A permanent position vacancy is defined as one lasting more than six (6) months. A permanent position vacancy may be filled temporarily pending completion of posting and application procedures.

Section 2. Application for Vacancies: All employees under this Agreement, including those on layoff status, may submit application in writing for any vacancy which is posted pursuant to this Article.

Section 3. Filling of Vacancies: In filling a vacancy within the appropriate unit, the School District will first consider the applications of qualified employees of the unit who have made

application. Determination and assessment of qualifications shall be as determined by the School District. In cases of promotion, the seniority of the employee shall be considered and applied, along with other relevant factors. If qualifications are substantially equal, as determined by the School District, the senior employee shall be given preference. An unsuccessful candidate may seek review of the matter providing a written appeal is made to the superintendent within ten (10) calendar days after notice has been posted. However, the decision of the superintendent shall be final and binding and such decision shall not be subject to the grievance procedure.

Section 4. Voluntary Administrative Transfers: Seniority and posting shall not apply in voluntary transfers involving permanent employees in the union within the same position description category. Position description categories are Information Management I, Information Management II, Information Management III, Administrative Assistant I, Administrative Assistant II, and Administrative Assistant III.

Section 5. Involuntary Administrative Transfers:

Subd. 1. Notice of involuntary administrative transfer within the same position description category shall be given to the employee as soon as practicable. A list of open positions in the bargaining unit, if open positions are available, shall be made available to employees being involuntarily transferred.

Subd. 2. Involuntary transfers will be given to the least senior employee in the position description category, subject to the employee's ability to perform the essential functions of the assignment.

Subd. 3. Employees not selected for vacant or open positions or employees being involuntarily transferred shall, upon written request, be afforded an opportunity to meet with the Superintendent regarding such decision.

Subd. 4. Notwithstanding the provisions of this Article, it is understood and agreed that the final choice relating to position assignment decisions remains at the discretion of the School District.

Section 6. New Positions. In the event the School District creates new positions in the union bargaining unit that are not covered by the present classification structure in the Agreement, prior to establishing the position, the School District shall notify the Union Business Representative by e-mail of the compensation to be paid for such position. In the event of disagreement, the union shall have the right to meet and negotiate pursuant to PELRA on the compensation for such position. For purposes of this position, and in the event of impasse, the impasse procedures of PELRA may be utilized.

ARTICLE XV SENIORITY AND LAYOFF

Section 1. Recognition:

Subd. 1. The parties to this Agreement recognize the principle of seniority in the application of this Agreement within classifications concerning layoff and shift preference.

Subd. 2. Seniority is defined as the length of continuous service, both part-time and fulltime, in the School District in the appropriate unit commencing on the most recent date an employee began work in a position within the unit. There shall be one master seniority list. Such list shall contain names and seniority dates of all employees within the unit in the order of their seniority.

Subd. 3. The seniority list shall be updated twice a year, on February 15th and August 1st. Seniority status on that date shall prevail until the generation of the next seniority list.

Subd. 4. In computing employee seniority, continuous part-time employment shall be prorated as it relates to fulltime employment and included in the fulltime employment seniority computation.

Section 2. Date: Employees within the appropriate unit shall acquire seniority upon completion of the probationary period as defined in this Agreement and upon acquiring seniority, the seniority date shall relate back to the most recent date of employment within the appropriate unit and shall be accumulative only within this appropriate unit. If more than one employee is hired on the same date, seniority shall be determined by lot.

Section 3. Employees Leaving Unit: Employees who leave this unit but remain in the employ of the School District will retain seniority accrued while a member of the unit but will not accrue additional seniority until returning to the unit. Such accrued seniority rights may be exercised to return to the bargaining unit only if their non-unit position with the School District has been eliminated.

Section 4. Layoff: The parties agree that seniority within the collective bargaining unit shall be the basis for reductions in staff. If a reduction of the office and clerical staff is necessary due to economic or other reasons and one or more employees are to be laid off, the employee(s) so affected may first accept any open permanent position(s) within one (1) calendar week of the date of notification by the District. If no such position is available or accepted, the affected employee may accept the layoff or elect to replace: (1) the employee with the least seniority in the same classification provided the employee is qualified to satisfactorily perform the duties of such position, or (2) in the event the duties of the employee with least seniority are greatly dissimilar to those of the affected employee, the affected employee may replace the next least senior employee in the same classification provided the employee is qualified to satisfactorily perform the duties of such position. For purposes of this paragraph, the School District shall determine whether or not positions are greatly dissimilar and any grievance related to this question may be processed by an employee only through the School Board review as provided in Section 6 of this Article. On this issue the decision of the School Board shall be final and binding and such decision may not be appealed to the arbitrator.

In the event no such replacement opportunity exists in the same classification, the affected employee may elect to replace the employee with the least seniority in the next or successively lower classification, provided the employee is qualified to satisfactorily perform the duties of such position.

Subd. 1. In the event of a demotion as a result of bumping or other circumstances, an employee so demoted shall be compensated on the same step on the salary schedule as occupied prior to the demotion in the new classification.

Subd. 2. Notice of such layoffs shall be given at least two (2) weeks before the scheduled layoff, except twenty-four (24) hours in cases of emergency, including labor disputes, or at the sole discretion of the District shall receive ten (10) days' pay in lieu thereof.

Subd. 3. Employees shall be recalled in order of seniority for a position within the same classification held prior to layoff or a lower classification for which qualified. If a position becomes available for a qualified employee on layoff, the School District shall mail by certified mail the notice to such employee who shall have seven (7) calendar days from the date of mailing of such notice to accept the reemployment. If written acceptance is not received by the district within such seven (7) calendar day period, it shall constitute a waiver on the part of such employee to any further rights of employment or reinstatement and (the employee) shall forfeit any future reinstatement or employment rights. The employee must accept the first offer of rehiring at same classification from which the employee was laid off or the employee shall be removed from the recall list. The employee may refuse an offer for a lower classification position without losing recall rights to a position at the same classification from which the employee was laid off. However, once an employee is offered a lower classification position and refuses such offer, only higher classification positions need be offered.

Subd. 4. An employee recalled and reinstated shall receive the rate of pay corresponding to the step the employee was receiving at the time of layoff and in the classification of the new position to which recalled.

Subd. 5. All employees on the layoff list should be considered for all openings for which qualified prior to hiring a person not employed by the School District.

Subd. 6. An employee on layoff shall retain his/her seniority and right to recall within classification in seniority order for a period of one (1) year after the date of layoff.

Section 5. Loss of Seniority: Seniority shall be lost due to resignation, discharge for cause, failure to return from layoff in the time required, or absence for any reason for more than one (1) year.

ARTICLE XVI SEVERANCE/RETIREMENT

Section 1. Retiree Health Coverage: Health coverage following the termination of employment shall be made available to the extent required under, and in accordance with, Minnesota Statutes Section 471.61, subd. 2b. The District makes no contribution towards the premium cost of such coverage.

Section 2. Severance Eligibility: Full-time employees who have completed at least fifteen (15) years of continuous service with the School District, who were hired by the District prior to July 1, 2020, and who are at least fifty-five (55) years of age, shall be eligible for severance pay pursuant to the provisions of this Article upon submission of a written resignation accepted by the School Board. Severance pay shall not be granted to any employee who is discharged for cause by the School District. This Article shall apply only to employees who retire after the execution of this contract and shall not be retroactive to any employee who retired prior to said execution date.

Section 3. Amount of Severance: Eligible employees, upon retirement, shall receive as severance pay unused sick leave days, not to exceed thirty-five (35) days.

Section 4. Method of Pay-out:

- a) Subject to the limitations listed below, the School District will contribute an amount equal to the value of the employee's severance pay directly into the School Board approved 403(b) vendor account. The retiree will not receive any direct payment from the school district for the severance pay.
- b) The School District's annual contribution into the School Board approved 403b vendor account must not exceed the IRS contribution limit. If the amount calculated in a. exceeds the available limits in the year of separation, the excess amount will be paid out in cash and not be tax sheltered.
- c) The school district contribution(s) (into the approved 403b vendor account) will be made according to the same timeline as was provided for the direct payment of the severance pay.
- d) The school district will make the severance pay contributions to the School Board approved 403b vendor. For purposes of calculating the maximum deferral limit, the School District will provide the retiree or approved vendor with contribution information for the previous twelve (12) months of employment. The vendor has agreed to calculate the maximum deferral limit.

Section 5. Notice: To be eligible for the benefits of this section, unless waived by the School District, an employee must notify the School District not less than 45 calendar days prior to the proposed retirement date.

ARTICLE XVII GRIEVANCE PROCEDURE

Section 1. Grievance Definition: A "grievance" shall mean an allegation by an employee resulting in a dispute or disagreement between the 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 employee, administrator or School District may be represented during any step of the procedure by any person or agent designated by such parties to this Agreement to act in their behalf.

Section 3. Definitions and Interpretations:

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 calendar days.

Subd. 3. 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 Postal Service 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 District's designee, setting forth the facts and the specific provisions of the Agreement allegedly violated and the particular relief sought within twenty (20) days after the date the event giving rise to the grievance occurred or within twenty (20) days of the date the employee(s) through use of reasonable diligence, should have had knowledge of such event. 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. An effort shall first be made to adjust an alleged grievance informally between the employee and the School District's designee.

Section 5. Adjustments of Grievance: The School District and the employee shall attempt to adjust all grievances which may arise during the course of employment of any employee with the School District in the following manner:

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

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

Section 6. School Board Review: The School Board reserves the right to review any decision issued under Level I or Level II of this procedure provided the School Board or its representative notify the parties of its intention to review within ten (10) days after the decision has been rendered. In the event the School Board reviews a grievance under this section, the School Board reserves the right to reverse or modify such decision.

Section 7. Denial of Grievance: Failure by the School District 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 8. Arbitration Procedures: In the event that the employee and the School District 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 I or School Board review, whichever is applicable, of the grievance procedure.

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 Minn Stat. § 179A.21, Subd. 2, providing such request is made within twenty (20) days after the 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.

Subd. 4. Submission of Grievance Information: Upon appointment of the arbitrator, the parties shall provide the arbitrator the submission of the grievance which shall include the following:

- a) The issues involved.
- b) Statement of the facts.
- c) Position of the grievant.
- d) The written documents relating to Section 5 of this grievance procedure.

Subd. 5. Hearing: The grievance shall be heard by a single arbitrator and both parties may be represented by such a person or persons they may choose and designate, and the parties shall have the right to a hearing at which time both parties will have the opportunity to submit evidence, offer testimony, and make oral or written arguments relating to the issues before the arbitrator. The proceeding before the arbitrator shall be a hearing de novo.

Subd. 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/her shall be final and binding upon the parties, subject, however, to the limitations of arbitration decisions as provided by in the PELRA.

Subd. 7. Expenses: Each party shall bear its own expenses in connection with arbitration including expenses relating to the party's representatives, witnesses, and any other expenses which the party incurs in connection with presenting its case in arbitration. A transcript or recording shall be made of the hearing at the request of either party or if the request is mutual, the cost shall be shared. The parties shall share equally fees and expenses of the arbitrator and any other expenses which the parties mutually agree are necessary for the conduct of the arbitration.

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 procedure as outlined herein; nor shall the jurisdiction of the arbitrator extend to matters limited or excluded by PELRA.

Subd. 9. Election of Remedies and Waiver: A party instituting any action, proceeding or complaint in a federal or state court of law, or before an administrative tribunal, federal agency, state agency, or seeking relief through any statutory process for which relief may be granted, the subject matter of which may constitute a grievance under this Agreement, shall immediately thereupon waive any and all rights to pursue a grievance under this Article. Upon instituting a proceeding in another forum as outlined herein, the employee shall waive his/her right to initiate a grievance pursuant to this Article, or, if the grievance is pending in the grievance procedure, the right to pursue it further shall be immediately waived. This section shall not apply to actions to compel arbitration as provided in this Agreement or to enforce the award of an arbitrator.

ARTICLE XVIII MISCELLANEOUS

Section 1. Tax Sheltered Annuity: The employer will make available to employees a tax shelter annuity program pursuant to Minn. Stat. §123.25, Subd. 12, and School Board policy.

Section 2. Union Stewards: The employer recognizes the right of the union to designate job stewards or job committees from the employees to handle such union business as may from time to time be delegated to such stewards or committee by the union.

Section 3. Notice to Union: The Union Business representative and ISD 917 Local Steward shall be notified via e-mail relative to layoffs, leaves of absence, job postings, job titles by levels, job descriptions, and the semiannual seniority list.

Section 4. Pay Days: Regularly employed part-time and fulltime employees shall be paid twice monthly.

Section 5. Temporary Assignments: An employee who is temporarily assigned by the School District the major duties and responsibilities of another employee at a higher level shall receive an additional twenty-five cents (.25) per hour if assigned to such position five (5) or more consecutive days, retroactive to the first day.

ARTICLE XIX DURATION

Section 1. Terms and Reopening Negotiations: This Agreement shall remain in full force and effect from July 1, 2022, through June 30, 2024. It is understood that in the event Agreement negotiations extend beyond June 30, 2024, salary increases shall be held in abeyance until ratification of a new Agreement occurs. If either party desires to modify or amend this Agreement commencing on July 1, 2024, it shall give written notice of such intent no later than May 1, 2024. Unless otherwise mutually agreed, the parties shall not commence negotiations more than ninety (90) calendar 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 exclusive representative. The provisions herein relating to terms and conditions of employment supersede any and all prior Agreements, resolutions, practices, School

Board policies, rules or regulations, concerning terms and conditions of employment inconsistent with these provisions.

Section 3. Finality: Any matters relating to the terms and conditions of employment, whether or not referred to in this Agreement, shall not be open for negotiation during the term of this Agreement, except if mutually agreed by the parties.

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 provision thereof.

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

OFFICE AND PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION, LOCAL 12
AFLCIO, CLC

INTERMEDIATE SCHOOL DISTRICT
NO. 917

Negotiating Committee

Chair

Business Representative

Clerk

Dated: __ June 2022

Dated: June 14, 2022

SALARY SCHEDULE A

2022-2023 Account Clerk Salary Schedule

Step	ACCT PAYABLE CLERK 141-181	ACCT RECEIVABLE CLERK II 223-263
1	22.35	24.39
2	22.80	24.88
3	23.25	25.38
4	23.72	25.88
5	24.19	26.40
6	24.67	26.93
7	25.17	27.47
8	25.67	28.02
9	26.18	28.58
10	26.71	29.15
11	27.24	29.73
12	27.79	30.33
13	28.34	30.93
14	28.91	31.55
15	29.49	32.18
16	30.08	32.83
17	30.68	33.48
18	32.32	35.26

SALARY SCHEDULE B

2023-2024 Account Clerk Salary Schedule

Step	ACCT PAYABLE CLERK 141-181	ACCT RECEIVABLE CLERK II 223-263
1	22.84	24.93
2	23.30	25.43
3	23.76	25.93
4	24.24	26.45
5	24.72	26.98
6	25.22	27.52
7	25.72	28.07
8	26.24	28.63
9	26.76	29.21
10	27.30	29.79
11	27.84	30.39
12	28.40	30.99
13	28.97	31.61
14	29.55	32.25
15	30.14	32.89
16	30.74	33.55
17	31.35	34.22
18	33.03	36.04

SALARY SCHEDULE A

2022-2023 Information Management Salary Schedule

Step	IMFO MGMT I 100-140	INFO MGMT II 141-181	INFO MGMT III 182-222
1	20.87	22.35	24.16
2	21.29	22.80	24.64
3	21.72	23.25	25.13
4	22.15	23.72	25.63
5	22.60	24.19	26.15
6	23.05	24.67	26.67
7	23.51	25.17	27.20
8	23.98	25.67	27.75
9	24.46	26.18	28.30
10	24.95	26.71	28.87
11	25.45	27.24	29.45
12	25.96	27.79	30.03
13	26.47	28.34	30.64
14	27.00	28.91	31.25
15	27.54	29.49	31.87
16	28.09	30.08	32.51
17	28.66	30.68	33.16
18	30.19	32.32	34.93

SALARY SCHEDULE B

2023-2024 Information Management Salary Schedule

Step	IMFO MGMT I 100-140	INFO MGMT II 141-181	INFO MGMT III 182-222
1	21.33	22.84	24.69
2	21.76	23.30	25.18
3	22.20	23.76	25.68
4	22.64	24.24	26.20
5	23.09	24.72	26.72
6	23.55	25.22	27.26
7	24.03	25.72	27.80
8	24.51	26.24	28.36
9	25.00	26.76	28.93
10	25.50	27.30	29.50
11	26.01	27.84	30.09
12	26.53	28.40	30.70
13	27.06	28.97	31.31
14	27.60	29.55	31.94
15	28.15	30.14	32.57
16	28.71	30.74	33.23
17	29.29	31.35	33.89
18	30.85	33.03	35.70

SALARY SCHEDULE A

2022-2024 Administrative Assistant Salary Schedule

Step	ADMIN ASST I 80-120	ADMIN ASST II 121-161	ADMIN ASST III 162-202
1	20.66	22.13	23.91
2	21.08	22.57	24.39
3	21.50	23.02	24.87
4	21.93	23.48	25.37
5	22.37	23.95	25.88
6	22.82	24.43	26.40
7	23.27	24.92	26.92
8	23.74	25.42	27.46
9	24.21	25.92	28.01
10	24.70	26.44	28.57
11	25.19	26.97	29.14
12	25.69	27.51	29.73
13	26.21	28.06	30.32
14	26.73	28.62	30.93
15	27.27	29.19	31.55
16	27.81	29.78	32.18
17	28.37	30.37	32.82
18	29.88	31.99	34.57

SALARY SCHEDULE B

2023-2024 Administrative Assistant Salary Schedule

Step	ADMIN ASST I 80-120	ADMIN ASST II 121-161	ADMIN ASST III 162-202
1	21.12	22.61	24.43
2	21.54	23.06	24.92
3	21.97	23.53	25.42
4	22.41	24.00	25.93
5	22.86	24.48	26.45
6	23.32	24.97	26.98
7	23.78	25.46	27.52
8	24.26	25.97	28.07
9	24.74	26.49	28.63
10	25.24	27.02	29.20
11	25.74	27.56	29.79
12	26.26	28.12	30.38
13	26.78	28.68	30.99
14	27.32	29.25	31.61
15	27.87	29.84	32.24
16	28.42	30.43	32.89
17	28.99	31.04	33.54
18	30.54	32.70	35.33