

MASTER AGREEMENT
BETWEEN
INDEPENDENT SCHOOL DISTRICT NO. 197
AND
INTERNATIONAL ASSOCIATION OF MACHINISTS
AND AEROSPACE WORKERS, DISTRICT LODGE NO. 77

July 1, 2019 – June 30, 2021

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**ARTICLE I
PURPOSE**

Section 1. Parties: This Agreement is entered into between Independent School District No. 197, a Minnesota municipal corporation, West St. Paul, Minnesota, hereafter referred to as the School District, and the International Association of Machinists and Aerospace Workers, District Lodge No. 77, 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 the P.E.L.R.A. of 1971, as amended, to provide the terms and conditions of employment for bus mechanics and repair personnel during the duration of this Agreement.

**ARTICLE II
RECOGNITION OF EXCLUSIVE REPRESENTATIVE**

Section 1. Recognition: In accordance with the P.E.L.R.A. of 1971, as amended, the School District recognizes the Union as the exclusive representative for bus dispatcher, bus mechanic and repair personnel employed by the School District, which exclusive representative shall have those rights and duties as prescribed by the P.E.L.R.A. of 1971, as amended, and as described in the provisions of this Agreement.

Section 2. Appropriate Unit: The Union shall represent all bus mechanic and repair employees of the School District as classified in this Agreement and in said Act.

**ARTICLE III
DEFINITIONS AND RIGHTS**

Section 1. Terms: Terms used in this Agreement shall have those meanings as defined by the P.E.L.R.A. of 1971, as amended.

Section 2. Rights: School District and employee rights shall be defined as follows:

Subd. 1. Employee rights shall be defined in P.E.L.R.A. of 1971, as amended.

Subd. 2. School District rights shall be as defined in P.E.L.R.A. of 1971, as amended.
All management rights and functions not expressly delegated in this Agreement are reserved to the School District.

Section 3. Request for Dues Check Off: Employees shall have the right to request and be allowed dues check off for the Union, provided, that dues check off and the proceeds thereof shall not be allowed the Union if it has lost its right to dues check off pursuant to the P.E.L.R.A. of 1971, as amended.

Subd. 1. Upon receipt of a properly executed authorization card of the employees involved, the School District will deduct from the employee's paycheck the dues that the employee has agreed to pay to the Union during the period provided in the authorization.

Subd. 2. The School District shall provide the Union, as of October 1 of each year, a list of employees covered by this Agreement together with the employee's position and rate of pay.

Section 4. Machinists Non-Partisan Political League Check-off. The Employer agrees to a payroll deduction system for those IAM members who choose to contribute to the Machinists Non-Partisan Political League. The parties will agree to a dues check off form and deduction process that satisfies the needs of the union and the payroll process.

**ARTICLE IV
RATES OF PAY**

Section 1. Base Compensation: The base hourly rates attached in Schedule A shall become effective as of the date indicated.

Section 2. Advancement to Mechanic Base Hourly Rate: Advancement to the "After 18 months of continuous employment" base hourly rate is dependent upon completing the necessary months of continuous employment and the required vocational training courses.

Section 3. Longevity: In recognition of continuous years of service in this bargaining unit (excluding unpaid leaves of absence of greater than six months), employees will receive a longevity payment, in addition to the hourly rate listed in Schedule A in accordance with the following:

| | <u>July 1, 2018</u> |
|--------------------------------|-----------------------|
| After 5 years of service | \$0.15 cents per hour |
| After 10 years of service..... | \$0.40 cents per hour |
| After 15 years of service..... | \$0.45 cents per hour |
| After 20 years of service..... | \$0.50 cents per hour |

For longevity purposes, employees with a seniority date of July 1 to December 31 will be considered to have completed one year of service on the next July 1. Employees with a seniority date of January 1 to June 30 will be considered to have completed one year of service on the July 1 of the calendar year following their seniority date. Longevity advancement and payments will be effective July 1 of each year, starting July 1, 2002.

Subd. 1. An example to illustrate the above schedule:
Date of employment: August 1, 2002, at five-year level on July 1, 2007.

Date of employment: February 1, 2003, at five-year level on July 1, 2008.

Section 5. Shift Differential: In the event shifts are established by the School District, the amount of the shift premium shall be negotiated with the Union.

Section 6. Mileage Rate: Employees using their vehicle on authorized School District business will be paid at the rate determined by the District for personal use of private vehicles.

Section 7. Pay Days: Pay days shall normally be every other Friday based on a fiscal year (July 1 to June 30), 26-pay period system.

Section 8. Probationary Period: All new personnel shall serve a six-month probationary period. During said probationary period, the employee may be terminated at the sole discretion of the School District.

Subd. 1. Following the completion of the probationary period, the employee's seniority date shall be established as of the most recent date of employment.

Subd. 2. Probationary employees shall earn paid vacation in accordance with Article VIII, Section 6.

Section 9. Previous Training and Experience: Applicants for the position of Mechanic may be given credit on the base hourly rate schedule based on verified previous training and/or experience.

ARTICLE V HOURS OF SERVICE

Section 1. Basic Work Week: The regular work week for full-time employees shall be 40 hours, exclusive of lunch.

Section 2. Flexible Scheduling: During non-student work weeks an employee will be allowed to work four (4) ten (10) hour days per week if approved by management and agreed

to by the employee. Scheduling will be on Monday–Thursday and Tuesday–Friday shifts to provide complete coverage during the regular work week

Section 3. Work Schedule: The regular work schedule shall be posted by the School District and will be changed only upon 14 calendar days notice, except in cases of emergency such as cold weather or a storm.

Section 4. Overtime and Call Back:

Subd. 1. Overtime: The overtime rate shall be 1½ times the base hourly rate of pay for all time worked over eight hours in any one regular work day or 40 hours in any one regular work week.

Subd. 2. Call Backs: In the event it is necessary for the School District to call back employees to work, employees shall be notified of a call back based on seniority. Employees who are called back to work shall be paid a two-hour minimum. Employees who work more than two hours as the result of a call back shall be paid a minimum of four hours' pay at the employee's base hourly rate.

Subd. 3. Assigned Route Charters: Bargaining unit employees will receive a minimum of 1.5 hours for assigned route or charters above and beyond regular duty day. Any assigned route that meets FLSA overtime requirements will be paid at one and one-half (1.5) times the regular rate of pay or per FLSA requirements beginning July 1, 2016.

**ARTICLE VI
JOB POSTING**

Section 1. Job Posting: When a position is open, it shall be posted and/or distributed in such a manner as to be made general information to all employees in the appropriate unit. In the filling of positions, seniority will be considered together with qualifications.

ARTICLE VII GROUP INSURANCE

Section 1. Selection of Carrier: The selection of the insurance carrier and policy shall be made by the School District.

Section 2. Health and Hospitalization and Dental Insurance:

Subd. 1. Health and hospitalization and dental insurance benefits will be based on language contained in the Master Agreement by and between Independent School District 197 and the West St. Paul Federation of Teachers Local #1148, Article VIII, Sections 6 and 7.

Section 3. Life Insurance: For the duration of the master agreement, the School District shall contribute the sum of \$150 per year or the total premium cost, whichever is lower, for \$50,000 of life insurance coverage for each employee employed by the School District who qualifies for and is enrolled in the School District group life insurance plan.

Section 4. Long Term Disability:

Subd. 1. The School District shall contribute a sum equal to .007 times the salary per year or the total premium cost, whichever is lower, toward the premium cost for long term disability coverage for each employee employed by the School District who qualifies for and is enrolled in the School District long term disability plan. Any additional cost of the premium shall be borne by the employee and paid by payroll deduction.

Section 5. Insurance Anniversary Date:

Subd. 1. It is understood by both parties that the anniversary date for the group insurance policies is July 1 of each year, and changes in coverage and rates will be effective on that date.

Section 6. Insurance Eligibility: Personnel must be employed a minimum of seven hours per work day and five days per work week to be eligible to participate in any of the group insurance programs.

Section 7. Duration of Insurance Contribution: An employee is eligible for School District contributions as provided in this Article as long as the employee is employed by the School District. Upon termination of employment, all District contributions shall cease, effective on the last working day. New employees during the year will be subject to pro-ration of the amounts cited in this Article.

Section 8. Retirement Prior to Age 65 Employees who retire prior to the age of sixty-five (65) may remain on the School District health, hospitalization and dental insurance until they reach the age of sixty-five (65) by paying the full premium for such coverage, or portion thereof, as may be selected by the retiree. The premium for elected coverage shall be no more than the applicable COBRA rate.

ARTICLE VIII PAID ABSENCES

Section 1. Sick Leave:

Subd. 1. All eligible full time employees shall earn sick leave at the rate of one day for each month of service in the employ of the School District, except that new employees shall earn sick at the rate of 1¼ days for the first four years of employment.

Subd. 2. Unused sick leave days may accumulate to a maximum credit of 175 days of sick leave per employee.

Subd. 3. Sick leave with pay shall be allowed by the School District whenever an employee's absence is due to illness or accident which prevented the employee's attendance and performance of duties on that day or days.

Subd. 3.1. Absence due to the serious illness of an employee's spouse, child, parent, foster parent, or spouse's parent shall be allowed and charged to sick leave.

Subd. 4. The School District may require an employee to furnish a medical certificate from the school health officer or from a qualified physician as to 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. However, the final determination as to the eligibility of an employee for sick leave is reserved to the School District.

Subd. 5. Sick leave allowed shall be deducted from the accumulated sick leave days earned by the employee.

Subd. 6. Sick leave shall be approved only upon submission of request is entered into the Skyward system.

Section 2. Workers' Compensation:

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

Subd. 2. A deduction shall be made from the employee's accumulated vacation and/or sick leave according to the pro-rata portions of days of sick leave and/or vacation which is used to supplement the Workers' compensation benefit.

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 and/or vacation pay result in the payment of a total daily, weekly, or monthly compensation that exceeds the normal compensation of the employees.

Subd. 5. An employee who is absent from work as a result of an injury compensable under the Workers' Compensation Act who elects to receive sick leave and/or vacation pay shall submit evidence to the School District of the amount of the benefit payment prior to receiving payment for such absence.

Section 3. Funeral Leave:

Subd. 1. Up to a maximum of five days of funeral leave with pay shall be allowed by the School District upon the death of a full time employee's spouse, parent, foster parent, or child.

Subd. 2. Up to a maximum of three days funeral leave with pay shall be allowed by the School District upon the death of one of the following members of a full time employee or the employee's spouse's family: brother or sister, mother- or father-in-law, daughter- or son-in-law, sister- or brother-in-law, grandchild, or grandparent.

Subd. 3. Up to a maximum of one day funeral leave with pay shall be allowed by the School District upon the death of one of the following members of a full time employee or the employee's spouse's family: aunt, uncle, niece, or nephew.

Subd. 4. Funeral leave absence shall not be deducted from accumulated sick leave or vacation leave and is not cumulative.

Section 4. Personal Leave:

Subd. 1. A maximum of two days of absence may be granted to a full time employee during each year with the approval of the Superintendent or designee. No deduction of sick leave, substitute's pay or salary will be made. Requests for use of personal leave will be submitted on vacation request forms. Personal days are non-accumulative.

Section 5. Holidays:

Subd. 1. All eligible full time employees receive the following 11 paid holidays when such days fall within their term of employment:

| | |
|-------------------------------|--------------------|
| Independence Day | New Year's Eve Day |
| Labor Day | New Year's Day |
| Thanksgiving | Presidents' Day |
| Friday following Thanksgiving | MLK Jr. Day |
| Christmas Eve Day | Memorial Day |
| Christmas Day | |

Subd. 2. When a holiday falls on Saturday or Sunday, another day shall be observed as the holiday date.

Section 6. Vacations:

Subd. 1. All eligible full-time employees shall receive paid vacations according to the following schedule:

| | |
|----------------------------------|---------|
| After 12 months of service | 10 days |
| After 6 years of service..... | 15 days |
| After 12 years of service..... | 20 days |
| After 18 years of service..... | 25 days |

Subd. 1.1. An example to illustrate the above schedule:

Seniority date: November 1, 1990.

Completed 12 years by July 1, 2002, when vacation is credited.

Twenty days of vacation added to balance on July 1, 2003.

Subd. 2. Vacations shall be earned during each 12-month period from July 1 through June 30.

Subd. 2.1. Vacations shall be earned during each 12-month period from July 1 through June 30 and are cumulative according to School District policy. Effective after full ratification of this contract, once an employee has passed his/her probation period, vacation will be credited to the employee's balance each month after it is earned. On June 30 of each year, an employee can have no more than 20 days in his/her vacation leave balance; excess days on June 30 will be forfeited. During the initial transition year, the forfeiture date will be June 30, 2012 instead of June 30, 2011 and the forfeiture date will return to June 30 in 2012 and in all subsequent years.

Subd. 2.2. For the purpose of determining the months of service on the above schedule for pro-rata vacation on initial employment, personnel whose first day of service is on or before the 15th day of any month will be considered as employed for the entire month. Personnel whose first day of service is on or after the 16th day of any month, will be considered employed as of the month following employment.

Subd. 2.3. For purposes of determining the months of service on the above schedule for pro-rata vacation on termination, personnel whose last day of service on or after the 16th day of any month, will be considered as employed for the entire month. Personnel, whose last day of service is on or before the 15th day of any month, will be considered as employed through the end of the month prior to termination.

Subd. 2.4. For the purpose of determining years of service for additional weeks of vacation as established by Subd. 1, personnel employed on or before July 15th of any fiscal year, will be considered as employed for the entire year. Personnel employed on or after July 16th of any fiscal year, will be considered employed as of July 1 of the following fiscal year.

Subd. 3. Earned vacations must be mutually agreed upon between the employee and the School District. Seniority is to apply to the choice of vacation periods.

Subd. 4. Vacation shall not be granted during an employee's probationary period.

**ARTICLE IX
RETIREMENT AND TERMINATION**

Section 1. Retirement Contributions: The School District shall make such contributions to the Public Employees' Retirement Association and to the federal social security program as are required by law.

Section 2. Notice of Termination: Employees terminating their employment shall give 14 calendar days' notice.

**ARTICLE X
TAX DEFERRED MATCHING CONTRIBUTION PLAN**

Section 1. Purpose. As an alternative to severance or early retirement pay, effective July 1, 2004, an annual School District contribution shall be payable to an eligible employee's tax-deferred matching contribution plan (hereinafter referred to as "Matching Plan"), subject to the following provisions.

Section 2. Legal Authority. Such plan shall be approved and subject to applicable provisions of Minnesota Statutes and IRS Code Section 403(b) or IRS Code Section 457, and any amendments thereto.

Section 3. Authorization. The School District contribution is not payable unless the employee authorizes a matching salary reduction by July 1 in the amount that the employee is eligible to receive in Section 7 for the same period. The match will be pro-rated over the year and will begin the first payroll period in July of the new fiscal year.

Section 4. Eligibility. Only active employees who were employed at least four (4) or more hours per day for one (1) complete, continuous year in this unit are eligible.

Section 5. Vendors. The School District contribution and matching employee contribution will be made to a company of the employee's choice from the ISD 197 list of eligible tax shelter companies, subject to Section 2 of this Article. It shall be the responsibility of the employee to make all arrangements required by the vendor to insure that proper payment is made by the School District.

Section 6. Participation. Participation in the plan shall be voluntary.

Section 7. School District Contribution. The amount of the school district match contribution shall be \$1000.00 for the 2019-2020 fiscal year and \$1000.00 for 2020-2021

fiscal year. If an employee resigns mid-year but has contributed at least \$1000.00 for the the 2019-2020 fiscal year or 2020-2021 fiscal year, an additional amount not to exceed the total \$1000.00 for the 2019-2020 fiscal year or the 2020-2021 fiscal year will be contributed to their account from their last paycheck. The lifetime maximum contribution for any employee is \$15,000.00.

Section 8. Claims against the School District. The parties agree that any description of benefits contained in this Agreement is intended to be informational only and the management of the contributed funds is the responsibility of the company selected by the employee. It is further understood that the district's only obligation is to make contributions as specified in this Agreement and that no other claim shall be made against the district pursuant to this program.

ARTICLE XI LAYOFF AND RECALL

Section 1. In the event that it is necessary to reduce the workforce, it shall be done by classification seniority, i.e. the least senior employee in the classification will be laid off first and the last to be recalled.

Section 2. Notice of such layoffs shall be given in writing with a copy to the Union office, two (2) weeks before the scheduled layoff or two (2) weeks' pay in lieu thereof. Recall rights will be in effect for a period of one (1) year from the date of layoff.

Section 3. Any laid off employee recalled for work by the School District shall be given five (5) days from receipt of due notice to report in person for such work. A notice sent by certified mail, return receipt requested to the last known address of the employee shall be deemed due notice. An employee so notified shall be required to report for work within (5) working days, unless the employee shall have notified the School District within such period of time of the employee's intention to return informing the School District of unusual circumstances which make it necessary for the employee to have addition time. In such cases, the employee shall be entitled to a total of ten (10) working days in which to report. In the event an employee who has been so recalled fails to report within the specified periods of time, the employee shall lose seniority status with the School District; provided, however, that an employee's seniority status shall not be lost or forfeited because of failure to report for temporary work if he employee has notified the School District of desire not to be called to report for work of a temporary nature.

ARTICLE XII

GRIEVANCE PROCEDURE

Section 1. Grievance Definition: A “grievance” shall be defined as an allegation by either party to this Agreement or an employee resulting from a dispute as to the interpretation or application of this Agreement.

Section 2. Representative: Either party may be represented during any step of the procedure by any person or agent designated by such party to act in their behalf.

Section 3. Definitions and Interpretations:

Subd. 1. Extension: Time limits specified in this Article may be extended by mutual agreement between the Union and the School District.

Subd. 2. Days: Reference to days regarding time periods in this procedure shall refer to calendar days.

Subd. 3. Computation of Time: In computing any period of time prescribed or allowed by this Article, the date of the act, event, or default for which the designated period of time begins to run shall not be included. The last day of the period so computed shall be counted. The date of the act, event, or default shall be that date upon which the grievant knew or should have known of the events or conditions on which it is based.

Subd. 4. Filing and Postmark: The filing or service of any notice or document herein shall be timely if it bears a postmark of the United States mail within the time period.

Section 4. Rules: The following rules shall apply to the processing of all grievances:

Subd. 1. Time Limitation on Waiver:

Subd. 1.1. A grievance shall not be valid unless the grievance is submitted in writing to the Assistant Superintendent for Business Affairs setting forth the facts of the grievance, the specific provisions of the Agreement allegedly violated, and the relief requested within 15 days from the date the alleged grievance occurred. Failure to file a grievance within the 15 day period shall constitute a waiver of the grievance.

Subd. 1.2. Failure to appeal a grievance from one level to another within the time periods provided shall constitute a waiver of the grievance.

Subd. 1.3. The time periods indicated at each step of the grievance procedure shall be considered a maximum and every effort shall be made to expedite the grievance process.

Subd. 1.4. The time periods indicated at each step of the grievance procedure may be extended by mutual written consent.

Subd. 1.5. Failure of the School District to respond within the time periods indicated at each step of the grievance procedure shall constitute a denial of the grievance and may be appealed to the next step.

Subd. 2. Lost Time: Any loss of time by the grieving employee(s) or a representative to attend a Step 4 hearing shall not be compensated by the School District.

Subd. 3. Confidentiality: Both parties agree that the grievance procedure proceedings will be kept as confidential as possible.

Section 5. Procedure: Grievances as defined in Section 1 shall be resolved in the following manner. The steps set forth must be followed in the order listed and within the time limits prescribed.

Step 1. The grievance shall be orally presented to the Supervisor of Transportation within five days of its occurrence or within five days from the date the employee should have known of the alleged violation. Any grievance resolved in Step 1 shall not be in violation of the Agreement. If the grievance is unresolved in Step 1, it may be appealed to Step 2 by the Union. A grievance to be appealed to Step 2 shall be reduced to writing, stating the circumstances surrounding the grievance, the specific portions of the Agreement allegedly violated, and the relief requested within seven calendar days of the Supervisor of Transportation's Step 1 verbal response to the grievance.

Step 2. Upon the proper appeal of a Step 1 grievance by the Union, the Director of Business Services shall meet with the grieving employee(s) and a Union Steward, within seven days of receiving the appeal, in an attempt to resolve the grievance. Within seven days of the meeting with the employee and Union Steward, the Director of Business Services shall respond in writing stating the School District's Step 2 position concerning the grievance. If the grievance remains unresolved, it may be appealed to Step 3 by the Union. A grievance to be appealed to Step 3 by the Union

must be appealed in writing within seven days of the Director of Business Services' Step 2 response.

Step 3. Upon the proper appeal of a Step 2 grievance by the Union, the School District's designated representative shall meet with the employee and the Union Business Manager, within seven days of receiving the appeal, in an attempt to resolve the grievance. Within seven days of the meeting with the employee and the Union Business Manager, the District's representative shall respond in writing stating the School District's Step 3 position concerning the grievance. If the grievance remains unresolved, it may be appealed to arbitration by the Union. A grievance to be appealed to arbitration by the Union must be appealed in writing within seven days of the District representative's Step 3 response.

Section 6. Arbitration: Upon proper appeal, a Step 3 grievance shall be submitted to arbitration in accordance with the following provisions:

Subd. 1. Timely Appeal: The appeal of a grievance to arbitration must be made in writing within seven days of the District representative's Step 3 response.

Subd. 2. Prior Procedure Required: No grievance shall be appealed to arbitration which has not been first duly processed in accordance with the grievance procedure.

Subd. 3. Selection of Arbitrator: Upon the proper submission of a grievance under the terms of this procedure, the parties shall, within ten days after the written request to arbitrate, attempt to agree upon the selection of an arbitrator. If no agreement on the arbitrator is reached, either party may request the Public Bureau of Mediation Services to submit a list of five arbitrators, pursuant to the P.E.L.R.A. of 1971, as amended, providing such request is made within 20 days after the request for arbitration. The failure to request a list of arbitrators from the BMS within the 20-day period shall constitute a waiver of the grievance.

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

Subd. 5. Decision: The decision by the arbitrator shall be rendered within 30 days after the close of the hearing. In cases properly before the arbitrator, the decision shall be final and binding upon the School District, Union, and employee(s), subject however, to the provisions of the P.E.L.R.A. of 1971, as amended.

Subd. 6. Expenses: Each party shall bear its own expenses in connection with arbitration including expenses relating to its 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 share equally fees and expenses of the arbitrator, the cost of the transcript or recording if requested by both parties, and any other expenses which the parties mutually agree are necessary for the conduct of the arbitration.

Subd. 7. Jurisdiction: The arbitrator shall have jurisdiction over disputes or disagreements relating to grievances properly before the arbitrator pursuant to the terms of this procedure, subject to the terms of P.E.L.R.A. of 1971, as amended. The arbitrator shall be without authority to add to, delete, or modify this Agreement in any way. The decision of the arbitrator shall be confined to the written grievance only and subject to the terms of this Agreement.

ARTICLE XIII DURATION

Section 1. Term and Reopening Negotiations: This Agreement shall remain in full force and effect for a period commencing on July 1, 2019, through June 30, 2021, and thereafter until modifications are made pursuant to the P.E.L.R.A. of 1971, as amended. If either party desires to terminate or amend this Agreement at its expiration, it shall give written notice of such intent no later than May 1, 2021. Unless otherwise mutually agreed, the parties shall not commence negotiations more than 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 Union, as the exclusive representative of the employees. The provisions herein relating to the terms and conditions of employment supersede any and all prior Agreements, resolutions, practices, school district policies, rules, and regulations concerning the 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.

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:

FOR: International Association of
Machinists and Aerospace Workers,
District Lodge No. 77

FOR: Independent School District
No. 197

Business Representative

School Board Chair

Union Steward

School Board Clerk

Dated: _____, 2021.

Dated: _____, 2021

SCHEDULE A

POSITION

Mechanic July 1, 2020

| | |
|--|---------|
| 0–6 months of continuous employment | \$25.22 |
| 6–12 months of continuous employment | \$25.96 |
| 12–18 months of continuous employment | \$26.78 |
| After 18 months of continuous employment | \$27.37 |

Mechanic July 1, 2021

| | |
|--|---------|
| 0–6 months of continuous employment | \$25.97 |
| 6–12 months of continuous employment | \$26.74 |
| 12–18 months of continuous employment | \$27.59 |
| After 18 months of continuous employment | \$28.19 |

ADDENDUM A

**MACHINISTS NON-PARTISAN POLITICAL LEAGUE
WAGE DEDUCTION AUTHORIZATION FORM**

I, _____, hereby authorize and direct the Employer to deduct from my wages the sum of \$_____ per month and forward this amount monthly to the Secretary - Treasurer of the Machinists State Council, 1010 East Highway 96, Vadnais Heights, MN 55127 who in turn is authorized to forward it to the Machinists Non-Partisan Political League (MNPL) at 9000 Machinists Place, Upper Marlboro, MD 20772-2687 (or other address as may be designated by the Minnesota State Council or the League).

I have executed this wage deduction authorization voluntarily without any coercion, duress, or intimidation, and none of the monies deducted are a part of my dues or membership fees to the Local Union. This authorization and the making of payments to the MNPL are not conditions of membership in the Union or of employment with the Employer and I understand that the money will be used by the MNPL to make contributions and expenditures in connection with federal elections. I also understand that my contribution or gift to MNPL is not deductible as a charitable contribution for federal income tax purposes.

I understand that I may cancel my wage deduction by notifying the Machinist's union and payroll office of the Employer in writing.

(signature)

(date)

Completed forms should be submitted to the business representative of the Machinist's union.