

# **Labor Agreement**

Between

**Independent School District 622**

And

**Office and Professional Employees International Union  
Local No. 12, AFL-CIO**

For

Contract Years  
July 1, 2021 to June 30, 2023



## **School District 622**

NORTH ST. PAUL | MAPLEWOOD | OAKDALE

*Ready for tomorrow*

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**ARTICLE I  
PURPOSE**

**Section 1.01. Parties:** **THIS AGREEMENT** is entered into between the School Board of Independent School District No. 622, North St. Paul-Maplewood-Oakdale Public Schools, North St. Paul, Minnesota (Hereinafter referred to as the School Board or School District) and the Office and Professional Employees International Union, Local No. 12, AFL-CIO (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.) 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 2.01. Recognition:** In accordance with the P.E.L.R.A., the School Board recognizes the Office and Professional Employees International Union, Local No. 12, AFL-CIO, as the exclusive representative for office and clerical employees employed by the School Board of Independent School District No. 622 which exclusive representative shall have those rights and duties as prescribed by the P.E.L.R.A. and as described in the provisions of this Agreement.

**Section 2.02. Appropriate Unit:** The union shall represent all such employees of the district contained in the appropriate unit as defined in Section 2.01 of this Agreement and the P.E.L.R.A. and in certification by the Director of Mediation Services, Case No. 72-91-255-A.

**ARTICLE III  
DEFINITIONS**

**Section 3.01. Terms and Conditions of Employment:** Terms and conditions of employment mean the hours of employment, the compensation therefore including fringe benefits, except retirement and contributions or benefits, and the employer's personnel policies affecting the working conditions of the employees.

**Section 3.02. 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, supervisory employees, essential employees, part-time employees whose services do not exceed the lesser of fourteen (14) hours per week or thirty-five percent (35%) of the normal work week in the employee bargaining unit, employees who hold positions of a temporary or seasonal character for a period not more than sixty-seven (67) working days in any calendar year (100 days for certain students per P.E.L.R.A.), and emergency employees as defined by P.E.L.R.A. For purposes of this Agreement, it is further understood that the following positions are excluded: Accountants, Secretary to the Superintendent, and Secretaries to members of the Superintendent's Executive Council.

**Section 3.03. School Board or School District:** Any reference to the School Board or School District in this Agreement shall mean the School Board or its designated officials or representatives.

**Section 3.04. Duty Days:** A duty day is defined as scheduled workdays, excluding holidays and medical leave extending beyond five (5) consecutive days.

**Section 3.05. Other Terms:** Terms not defined in this Agreement shall have those meanings as defined by the P.E.L.R.A.

#### **ARTICLE IV SCHOOL BOARD RIGHTS**

**Section 4.01. Inherent Managerial Rights:** The Union recognizes that the School Board 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, and all management rights and management functions not expressly delegated in this Agreement are reserved to the School Board.

**Section 4.02. Management Responsibilities:** The union recognizes the right and obligation of the School Board to efficiently manage and conduct the operation of the School District within its legal limitations and with its primary obligation to provide educational opportunity for the students of the School District.

**Section 4.03. Effect of Laws, Rules and Regulations:** The parties recognize that all employees covered by this Agreement shall perform the services and duties prescribed by the School Board rules, regulations, directives, and orders issued by properly designated officials of the School District, insofar as such rules, regulations, directives, and orders are not inconsistent with the terms of this Agreement and recognizes that the School Board, all employees covered by this Agreement, and all provisions of this Agreement are subject to the laws of the State.

#### **ARTICLE V EMPLOYEE RIGHTS**

**Section 5.01. Right to Dues Check-Off:** 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 M.S. 179.64 to 179.75.

**Section 5.02. Procedure:** The employer shall deduct monthly from the second paycheck each month the employee's membership dues in the union and pay the same to the union within seven (7) days following said pay periods provided that the employer shall have received from each employee on whose account such deductions are made a written assignment which shall be effective and irrevocable for a period of one year from the signing date or up to the termination date of this Agreement, whichever occurs first. The union agrees to file an initiation fee and dues deduction assignment form with the employer for each employee prior to such deductions.

**ARTICLE VI  
HOURS OF SERVICE**

**Section 6.01. Work Year:**

**Subd. 6.011. Employees working 2080 Hours:** Employees who work at least 260 days per year and work full-time (8 hours/day) are considered 12-month, full-time employees and subject to earned vacation and holidays as prescribed by this Agreement.

**Subd. 6.012. Employees working 1,920 but less than 2,080 Hours:** Employees who work 240 days per year and work full-time (8 hours/day) are considered 11-month, full-time employees and subject to earned vacation and holidays as prescribed by this Agreement.

**Subd. 6.013. Employees working 1,760 but less than 1,920 Hours:** Employees who work 220 day per year and work full-time (8 hours/day) are considered 10-month, full-time employees subject to earned vacation and holidays as prescribed by this Agreement.

**Subd. 6.014. Part-Time Employees:** Employees who work less than 1,760 hours per year are considered part-time employees subject to earned holidays as prescribed by this Agreement.

**Subd. 6.015. Summer School Employment:** Members of this unit shall be made aware of summer school vacancies. Consideration will be given to those employees within the unit who apply for the open office and clerical summer school positions and who possess the necessary qualifications. Compensation shall be as set by the School District.

**Subd. 6.016. Change in Work Year:** Employees shall be given written notice of the employment dates of the following work year by June 1. If the District determines that a change in the work year is necessary (i.e. 10 months to 11 months) the position will not be posted, and the incumbent will remain in the job. If the work year is reduced, the employee may remain in the position or the employee may utilize the provisions of Article XIV – Section 14.04.

**Subd. 6.017. Extension to Work Year:** Employees, upon mutual consent of employer and employee, may extend their prescribed work year or be recalled to work as casual employees. In either event, extension or recall, such employees shall be paid their basic rate of pay.

**Section 6.02. Work Week:** The normal work week for 10-, 11-, and 12-month full-time employees shall consist of five days a week. The work week for part-time employees shall be determined by the School District. In the event of an energy or any other crisis declared or made optional by State or Federal authorities, the School Board reserves the right to adjust the work week. The School Board shall consult with the Union before making such adjustment.

**Section 6.03. Work Day:** The normal work day for full-time employees shall be eight consecutive hours, but for the purposes of this Agreement, 12-month employees who work seven or more hours per day will be deemed to be full-time. The normal work day for part-time employees will vary, but whenever practicable, the School District will schedule part-time employees' work hours on a consecutive basis.



Full-time employees will receive a duty free unpaid lunch break in addition to a 15-minute mid-morning and a 15-minute mid-afternoon break. The immediate supervisor will determine the specific times. The lunch break and 15-minute break may be combined upon mutual agreement between the employee and immediate supervisor. Employees shall not be required to remain on the premises during their lunch period. Part-time employees that work four or more hours per day will receive one 15-minute break within their shift. The immediate supervisor will determine the specific time.

**Section 6.04 Application of Benefits:** It is understood and agreed by the parties that Insurance Benefits (Article IX), Leave Provisions (Article X), vacations (Article IX), and full Holidays (Article XII) are benefits designated for employees performing services at least ten months per year and 40 hours per week. Particular benefits for ten-month employees shall be as provided in each Article.

**ARTICLE VII  
GRADES AND CLASSIFICATIONS**

**Section 7.01. Classifications:** All office and clerical employees as defined in the appropriate unit, will be identified with the classifications in Section 7.02. During the term of this Agreement, the School District may initiate a re-evaluation of any of the positions listed below. Any proposed re-evaluation shall be submitted by the Director of Human Resources to a joint evaluation committee for review and recommendation. The committee shall consist of three members appointed by the union, the Director of Human Resources, and two other representatives of the School District appointed by the Superintendent of Schools. The joint evaluation committee will consider the following criteria in making a determination regarding a request for re-evaluation: substantial changes in the level of responsibility, substantial addition or subtraction of job duties, and changes in technical skills required to perform the job. The committee shall submit its recommendation to the Superintendent of Schools for implementation. If there is disagreement within the committee, the matter shall be submitted to the School Board for final decision. An individual may appeal the decision of the committee with a written request made within two (2) weeks of receiving the decision of the joint evaluation committee. The appeal will consist of an in person meeting with the employee, supervisor, and the original members of the joint evaluation committee. The appeal will be made using the original documentation presented to the joint evaluation committee. If an evaluation request is approved by the School Board the change shall be retroactive to the date the committee evaluated the position.

**Section 7.02. Grades:** For the purpose of salary determination, the classifications of office and clerical employees will be as follows:

<b>Grade I</b>	Currently no positions
<b>Grade II</b>	Receptionist
<b>Grade III</b>	Secondary School Clerk

<b>Grade IV</b>	Community Education Clerk Due Process Clerk Enrollment Clerk Guidance Secretary Information Services Clerk Nutrition Services Secretary Operations Clerk Secondary School Secretary Student Services Clerk Transportation Secretary
<b>Grade V</b>	Account Clerk Activities Director's Secretary Student Systems Secretary
	Teaching and Learning Programs Clerk
<b>Grade VI</b>	Accounts Payable Clerk Office Coordinator
<b>Grade VII</b>	Payroll Clerk

**ARTICLE VIII  
COMPENSATION**

**Section 8.01. Wage Schedule:**

**Subd. 8.011. Compensation:** Employees shall be compensated as per Schedule 'A and B' of this agreement.

**Subd. 8.012. Progression on Wage Schedule:** Employees who were hired prior to January 1, shall be eligible for a step advancement the following July 1. Step advancement shall not be withheld unless the employee is notified in writing of the reasons for possible withholding of advancement prior to February 1. Unless such performance is corrected thereafter, final action may be taken by the School District to withhold such advancement. The action of withholding advancement shall be for good and sufficient reason subject to the grievance procedure.

**Subd. 8.013. New Employees:** New employees hired after January 1 shall be eligible for schedule improvement, if any, but shall not advance a step on July 1.

**Subd. 8.014. Initial Placement:** New employees will be placed on the salary schedule as agreed between the employee and the School District. However, initial placement shall not exceed the 7th step, and placement above the initial step shall be done only upon the written authorization of the Director of Human Resources.

**Subd. 8.015. Pay Changes:** An employee moving to a position of a lower grade shall be placed in the new grade on the same step as occupied in the previous grade. An employee promoted to a higher grade shall be placed on the step closest to a ten percent increase, except when the ten percent increase will result in placement above the employee's current step. In this exception, the employee shall be placed in the new grade on the same step as occupied in the previous grade.

**Subd. 8.016. Former Bargaining Unit Members Returning to Work:** In the event a former non-probationary member of the bargaining unit is rehired by the School District within one year of the effective date of the employee's voluntary termination of employment, the returning employee shall be paid at the same step placement on the salary schedule at which the employee was paid at the time the employee left the service of the School District. For all other purposes, including but not limited to, seniority, fulfillment of a probationary period, and eligibility for insurance, the returning employee shall be treated as a new employee.

**Section 8.02. Paydays:** Paydays shall be on a bimonthly schedule. When a payday falls on a holiday, checks will be issued on the previous workday. All employees will be paid on the basis of a properly submitted timesheet.

**Section 8.03. Call-back Pay:** Employees who have completed their regular work day or week and are recalled for work shall receive a minimum of two (2) hours pay at the applicable overtime rate. This shall not apply to overtime work, which may be performed immediately at the conclusion of the regular shift, but it shall apply when the employer requires the employee to return to work at hours not immediately following the regular shift.

**Section 8.04. Overtime:** All work performed in excess of eight (8) hours per day and/or forty (40) hours per week shall be paid for at the rate of time and one-half of the regular rate of pay. All required work performed on Sundays or Holidays as identified herein shall be paid for at the rate of two (2) times the regular rate of pay. In the event of an energy or any other crisis, the parties hereto agree to meet promptly to adjust by mutual agreement this overtime provision. By mutual agreement between the employee and the employee's supervisor, compensatory time-off in lieu of overtime will be granted on the basis of one and one-half (1 ½) hours of compensatory time-off for each overtime hour worked during the pay period.

**Section 8.05. Work Outside Normal Work Year:** Employees who agree to work outside their normal work year will be paid their normal hourly rate for hours worked up to 40 hours in a single workweek. In situations when time off is not difficult to secure, the supervisor may offer compensatory time at the rate of one-hour compensatory time for each hour worked.

**Section 8.06. Grade Change:** When a job is reclassified one grade upward and the incumbent employee has occupied the position two or more years, the job shall not be posted and the incumbent employee shall receive the upgrade, assuming the incumbent is qualified. Judgments will be made as to qualifications pursuant to Article XIII. When a job is reclassified two or more grades upward, the position shall be posted. An employee displaced by the application of this section can exercise rights in accordance with Article XIV, Section 14.04. In the event a position is placed in a lower grade as a result of reclassification, the employee holding the position will not suffer a reduction in wages. Employees in positions which have been reclassified to a lower grade shall continue to have bidding rights as if they retained their former (higher) grade classification.

**Section 8.07. Comparable Worth:** The wages provided herein may at the sole discretion of the School Board, be increased during the term of this contract for purposes of complying with the conditions of M.S. 471.991 through 471.998, as amended.

**Section 8.08. Longevity Pay:** Longevity amounts are not cumulative. Upon reaching each longevity step, the employee shall receive the final step rate for their grade plus the longevity amount for their longevity period only. Employees shall receive an increase to their hourly rate based on years of service according to the following table:

	10 Years of Service	15 years of Service	20 Years of Service	25 Years of Service
2021-2022	\$1.40 in addition to scheduled step rate	\$3.25 in addition to scheduled step rate	\$4.10 in addition to scheduled step rate	\$4.40 in addition to Scheduled step rate
2022-2023	\$1.90 in addition to scheduled step rate	\$3.75 in addition to scheduled step rate	\$4.60 in addition to scheduled step rate	\$4.90 in addition to scheduled step rate

Clerical employees who have completed ten, fifteen, or twenty years of service on or before November 15 will receive longevity pay for that school year. Those clerical employees who complete ten, fifteen, or twenty years of service after November 15 will receive longevity pay effective the following school year. Effective with the 2020-2021 school year, employees who have completed ten, fifteen, twenty or twenty-five years of service on or before January 1 will receive longevity pay for that school year. Employees who have completed years of service after January 1 will receive longevity pay effective the following school year (July 1).

**Section 8.09. Temporary Higher Rate:** An employee who is temporarily assigned a position in a higher rated job and who performs the major duties of the higher rated job for four (4) hours or more in a workday, shall receive the rate of pay as outlined in Subdivision 8.015 for all hours worked in the higher rated job.

**ARTICLE IX  
GROUP INSURANCE**

**Section 9.01. Selection of Carrier:** The selection of the insurance carrier and policy shall be made by the School Board. The Director of Human Resources will meet and confer with the exclusive representative upon request regarding this matter.

**Section 9.02. Medical-Hospitalization and Vision Insurance:**

**Subd. 9.021. Single Coverage:** Effective July 1, 2021, the School District shall contribute a sum toward the premium for eligible employees employed by the School District who qualify for and are enrolled in the School District group health-hospitalization and vision plans. The District contribution will be as follows:

Employee Group	District Contribution Per Month
Clerical (10 Mo, 11 Mo, 12 Mo, Fulltime)	<b>\$701.76</b>
Clerical Family (10 Mo, Full-time; hired after 8/7/92)	<b>\$1,383.73</b>
Clerical Family (11 Mo, Full-time; hired after 8/7/92)	<b>\$1,515.51</b>
Clerical Family (12 Mo, Full Time)	<b>\$1,647.30</b>

**Effective July 1, 2022**, the School District shall contribute a sum toward the premium for eligible employees employed by the School District who qualify for and enrolled in the School District group health-hospitalization and vision plans. The District contribution will be as follows:

Employee Group	District Contribution Per Month
Clerical (10 Mo, 11 Mo, 12 Mo, Fulltime)	<b>\$715.79</b>
Clerical Family (10 Mo, Full-time; hired after 8/7/92)	<b>\$1,411.40</b>
Clerical Family (11 Mo, Full-time; hired after 8/7/92)	<b>\$1,545.82</b>
Clerical Family (12 Mo, Full Time)	<b>\$1,680.24</b>

The balance of the individual premium, if any, shall be contributed by the employee and paid by payroll deduction. If the actual cost of individual coverage does not meet or exceed their respective caps the excess will be distributed equally across the bargaining unit. The amount distributed will be the cost of those taking insurance at the start of the 2021-2023 school year versus the cost of those same individuals if the cap is not met or exceeded.

**Subd. 9.022. Dependent Coverage:** The School District shall contribute a sum not to exceed \$1,492.94 per month toward the premium for dependent coverage for each eligible employee who qualifies for and is enrolled in the School District group health-hospitalization and vision plans. Effective January 1, 2020 the District shall contribute \$1,538.00 per month and effective July 1, 2020 the District shall contribute \$1,615.00 per month. The balance of the dependent premium, if any, shall be contributed by the employee and paid by payroll deduction. If the actual cost of family coverage does not meet or exceed their respective caps the excess will be distributed equally across the bargaining unit. The amount distributed will be the cost of those taking insurance at the start of the 2019-2020 school year versus the cost of those same individuals if the cap is not met or exceeded.

**Subd. 9.023. Waiver:** A waiver of premium provision shall be provided in the medical hospitalization insurance such that the premium for indemnification-type coverage is waived if the employee is on long-term disability.

**Subd. 9.024. Qualifying Event:** Employees eligible for health insurance coverage who are not currently covered, may enroll in either single or family coverage within thirty (30) calendar days

of a qualifying event as allowable under IRS regulations and in conjunction with the health plan (i.e. birth, adoption, change in marital status or loss of present coverage).

**Section 9.03. Eligibility:**

**Subd. 9.031. Medical and Dental Insurance:** To be eligible for the full dollar school district contribution for single insurance, an employee must be regularly employed at least 1760 hours per year. To be eligible for the full dollar school district contribution for family insurance, an employee must be regularly employed 12 months a year and 40 hours per week (2,080) hours. All employees regularly employed at least 1,760 hours but less than 2,080 hours shall be eligible to participate in the family plan and have school district contribution based on a proportion as their working time is to a 12 month employee, i.e., an employee regularly employed 1760 hours per year (10-month) shall be eligible for 84% of the full dollar contribution for the family plan; an employee regularly employed 1,920 hours per year (11-month) shall be eligible for 92% of the full dollar contribution for the family plan.

**Subd. 9.032. Long-Term Disability and Life Insurance:** Those employees regularly employed at least 1,760 hours per year shall be eligible for long-term disability and life insurance as outlined in this agreement.

**Subd. 9.033. Less than 1,760 hour Employees:** Those employees regularly employed less than 1,760 hours per year shall not be eligible for participation or contribution in insurance programs as outlined in this article. A health plan will be made available for any employees that qualify under the Affordable Care Act.

**Subd. 9.034. Notwithstanding:** the eligibility modifications as contained in this section, the contribution level as outlined in this Article shall not be reduced for any employee employed as of August 7, 1992.

**Section 9.04. Dental Coverage:** The School District shall contribute a sum not to exceed \$108.90 per month toward the premium for dental coverage for each eligible employee enrolled in and who qualifies for the School District group dental plan. The balance of the premium shall be contributed by the employee and paid by payroll deduction.

**Section 9.05. Part Time Dental Insurance:** The school district will provide a dental plan, 100% of the cost is to be paid by the employee. To qualify for dental insurance participation, the employee must be regularly scheduled for 20 hours per week. Effective July 1, 2020, the school district will contribute \$64.37 towards the monthly premium for dental coverage. To qualify for dental insurance participation, the employee must be regularly scheduled for 20 hours per week.

**Section 9.06. Long-Term Disability Insurance:** The School District will pay the premium for long-term disability insurance for eligible employees enrolled in and who qualify for the School District group long-term disability plan. Coverage shall be equal to 70% of base salary, not to exceed \$48,996 per year, with a 60-calendar day waiting period. A copy of the current long-term disability insurance policy shall be provided to the Union. Long term disability will cease following the end of the benefits eligibility record.

**Section 9.07. Life Insurance:** The School District will provide \$35,000 in group term life insurance for each eligible employee enrolled in and who qualifies for the School District life insurance plan. Each eligible employee may purchase an additional \$25,000 group term life insurance policy through payroll deduction per the group life insurance policy.

**Section 9.08. Legal Insurance.** The School District shall contribute a sum not to exceed \$7.55 per month toward the premium for legal insurance for each eligible employee enrolled in and who qualifies for the School District's legal plan. The balance of the premium shall be contributed by the employee and be paid by payroll deduction.

**Section 9.09. Claims Against the School District:** The parties agree that any description of insurance benefits contained in this Article are intended to be informational only and the eligibility of any employee for benefits shall be governed by the terms of the insurance policy purchased by the School District pursuant to this Article. It is further 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 9.10. Duration of Insurance Contribution:** An employee is eligible for Board contributions as provided in this Article as long as the employee is employed by School District No. 622. Upon termination of employment, all Board contribution shall cease, effective on the last working day.

**Section 9.11. Involuntary Reductions: Continuation of Benefits:** Full-time employees whose hours are involuntarily reduced shall continue to receive full district contribution for insurance benefits. If the employee has the opportunity to take a position equal to or greater than the hours of the original position or is offered a comparable position by the district and decides to decline the position, the benefits for that individual will be reduced.

**Section 9.12 Retirement:**

**Subd. 9.121:** The School District agrees to provide single coverage medical surgical, hospitalization, major medical and vision insurance equivalent to that provided active employees under this contract to employees hired prior to 7/1/2016, retiring after age 55, and having 15 or more years of continuous eligible service. An employee must have been eligible for medical-hospitalization in accordance with Subdivision 9.111 throughout the 15 years of continuous service. In addition, the School District will provide retired employees the opportunity to continue their group term life insurance by paying the monthly premiums. Such benefits and opportunity shall cease after 11 years.

**Subd. 9.122:** Employees working less than that time to be eligible for insurance benefits during the 12 calendar month period prior to retirement, who otherwise meet the above requirements of this Subdivision, shall be eligible for regular benefits specified in this subdivision as if they were otherwise eligible at the time of severance of employment.

**Subd. 9.123:** Employees wishing to avail themselves of this coverage must submit a resignation in writing to the School District.

**Subd. 9.124:** The cost to the School District of this subdivision shall be taken into account in analyzing package costs during the collective bargaining process.

**Subd. 9.125:** Employees retiring after age 55 who do not meet the foregoing requirements may continue in one of the group medical-hospitalization insurance plans by paying the premiums to the School District per MN Statute.

**Subd. 9.126:** Post-employment continuation of health insurance requires enrollment in Medicare Part A and/or B upon eligibility for such coverage.

## **ARTICLE X LEAVES OF ABSENCE**

### **Section 10.01. Sick Leave:**

**Subd. 10.011. Accrual - 12-Month Employees:** 12-month employees shall earn sick leave at the rate of one day for each month of full-time service (12 days per annum) during the first two years in the employ of the School District. After two years of service, 12-month employees shall earn sick leave at the rate of 1 ¼ days for each month of full-time service (15 days per annum) in the employ of the School District. Unused sick leave may accumulate to a maximum of 230 Days.

**Subd. 10.012. Accrual 10-Month and 11-Month Full-Time Employees:** 10-month and 11-month and full-time employees who work on a stretch calendar shall earn sick leave at the rate of one day for each month of full-time service (10 days per annum) during the first two years in the employ of the School District. After two years of service, 10-month employees shall earn sick leave at the rate of 12 days per annum in the employ of the School District. After two years' service, 11-month employees shall earn sick leave at the rate of 13.5 days per annum in the employ of the School District. Unused sick leave may accumulate to a maximum of 230 days.

**Subd. 10.013. Part-Time Employees:** Part-time employees working twenty (20) or more hours per week shall be provided prorated sick leave. In addition, part-time employees who work less than 12 months and twenty (20) hours or more per week shall receive one (1) personal day after one (1) year of service, two (2) personal days after two (2) years and three (3) personal days after three (3) years of service, to be deducted from accumulated sick leave.

**Subd. 10.014. Use in Advance of Accrual:** An employee shall be permitted to utilize an amount limited to his/her annual rate of accrual as provided in Sections 10.011 and 10.012 of this Article in advance of accrual if such employee has performed his/her duties for at least (20) working days. In the event that such days are utilized prior to earning thereof, such days will be deducted from future accumulation. In the event that an employee who has been permitted to utilize sick leave in excess of accrual under these provisions leaves the employ of the School District, the employee shall be liable to the School District for any such sick leave pay.

**Subd. 10.015. Use of Sick Leave:** Sick leave with pay shall be allowed by the School Board whenever the employee's absence is found by the Director of Human Resources or his/her



designated representative to have been due to illness/emergency which prevented attendance and performance of duties on that day or days. The Director of Human Resources 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. An emergency shall be considered bona fide only when approved by the Director of Human Resources. An employee may use one (1) day of accumulated sick leave for each day of illness or disability of the employee's child or relative (as defined by Minn. Statutes) for such reasonable periods as the employee's attendance with the child or relative 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. 10.016. Application:** Sick leave allowed shall be deducted from the accrued sick leave days earned by an employee. If a holiday falls within the time an employee is on paid sick leave, that day shall not be counted against accumulated sick leave. Sick leave pay shall be approved only upon online request.

**Subd. 10.017. Bereavement:** An absence occasioned by death of a member of the family (spouse, child, brother, sister, parent, grandparent, grandchild or the employee's mother-in-law or father-in-law) may be granted up to five (5) days with approval of the immediate supervisor. Under special circumstances, such leave beyond five (5) days may be granted solely at the discretion of the School District. All such days will be deducted from cumulative sick leave days credited to the employee.

**Subd. 10.018. Extended Family:** One day of sick leave may be used for severe illness or death of a related person residing in the employee's household. Additional time may be granted due to severe illness or death of the aforementioned person at the sole discretion of the School District. All such days will be deducted either from accrued vacation or salary at the option of the employee.

**Subd. 10.019. Severance Pay:** Full-time employees who terminate their services upon reaching age 55 and who have ten (10) or more years' of continuous employment with the District of regular full-time service prior to separation in this bargaining unit shall be paid one (1) day of pay for each two (2) days of accrued unused sick leave but not to exceed a total of 100 days' pay. Full-time employees hired on or after 7/1/2016 who terminate their services upon reaching age 55 and who have fifteen (15) or more years of continuous employment with the District of regular full-time service in this bargaining unit shall be paid their accrued unused vacation at two (2) times the regular rate of pay in addition to their sick leave payout described above.

In applying these provisions, the daily rate of severance pay shall be the basic (8-hour) daily rate of the employee on the last working day prior to termination. Upon retirement, the School District will contribute an amount equal to the value of the employee's accrued severance pay into a 403(b) account established by the employee exclusively for the purpose of receiving such payment (the "Severance 403(b)"). The School District's tax shelter annuity compliance company will provide verification that the amount of the severance payment will not exceed the

applicable IRS limitations on annual additions to all 403(b) accounts held by the employee. In the event the severance payment due exceeds the applicable IRS limits on annual additions in the year of retirement, payments shall be made to the Severance 403(b) each successive January, not to exceed five successive years, until the total severance amount has been paid into the Severance 403(b). For each successive year, the District's tax shelter annuity compliance company will provide verification of the amount that the employee may contribute to the Severance 403(b). The employee will not deposit amounts into the Severance 403(b) until the entire severance amount has been paid out by the District.

The Severance Pay worksheet calculation generated by the District must be returned within 90 days of the date of the document. If the Clerical Retirement Worksheet is not returned within 90 days, the District will establish and deposit the payout to an account of the District's choice with a copy sent to the employee at their address on file.

### **Section 10.02. Worker's Compensation:**

**Subd. 10.021.** Upon the request of an employee who is absent from work as a result of a compensable injury accrued in the service of District 622 under the provisions of the Worker's Compensation Act, the School District will pay the difference between the compensation received pursuant to the Worker's 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.

**Subd. 10.022.** A deduction shall be made from the employee's sick leave accrual time according to the pro-rata portions of days of sick leave which are used to supplement worker's compensation.

**Subd. 10.023.** Such payment shall be paid by the School District to the employee only during the period of disability.

**Subd. 10.024.** In no event shall the additional compensation paid to the employee by virtue of sick leave result in the payment of a total daily, weekly, or monthly compensation that exceeds the normal compensation of the employee.

**Section 10.03. Medical Leave:** Necessary medical leave without pay, not to exceed one year except as herein provided, may be granted by the employer at its sole discretion to an employee requesting it in writing with a copy to the employer and to the Union. Employees receiving such leave shall receive same in writing and a copy shall be filed with the Union by the employer. Employees receiving such leave shall continue to accrue seniority. The employer may extend the medical leave an additional six months. The employer, on request, may require medical proof of illness. If the employee qualifies and returns to work within one year from the beginning of the medical leave, the employee shall be reinstated to the employee's original job, or if the original position has been eliminated, to one of like status and pay.

#### **Section 10.04. Child Care Leave of Absence:**

**Subd. 10.041. Eligibility:** A pregnant employee shall have all rights for which they qualify under this contract, which may include accrued sick leave, long-term disability, and any other rights afforded under this contract for disability due to pregnancy, delivery, and recovery. An employee may use up to five (5) days of sick leave with no salary deduction for purposes of adoption or guardianship proceedings upon verification to the School District. Such days will be deducted first from the employee's yearly allowance and then from accrued sick leave days earned in previous years by the employee.

**Subd. 10.042. Length:** Any full-time employee shall have the right to receive a child care leave of up to six (6) months without pay or fringe benefits and without loss of seniority, subject to the provisions of this article for the purpose of maternity, adoption, care of a pre-school child or combination thereof. This leave may also be taken following the utilization of the sick leave and disability provisions in Subd. 10.041 above.

**Subd. 10.043. Notice:** The employee applying for the provisions of this article shall give the employer and the union notice in writing of the request for child care leave no later than sixty (60) days prior to anticipated commencement of leave and shall present therewith the written medical certification from the physician of the employee's pregnant condition and of the employee's expected date of delivery, and/or evidence of adoption or pre-school child care. Such notice shall contain a requested commencement date and return date for the childcare leave.

**Subd. 10.044. Return to Work:** The Director of Human Resources may consult with the employee regarding the ending date of the leave and may make moderate adjustments in the ending date in accordance with the needs of the School District. The employee will be reinstated to the employee's original job, or if the original position has been eliminated, to one of like status and pay.

**Subd. 10.045. Retention of Benefits:** If the employee qualifies and returns to work in accordance with the above, either to the employee's original job or to a position of like status and pay, the employee will be given credit for the seniority accrued up to the time of leaving as well as the seniority the employee would have accrued had the employee been available for work during the period of the employee's absence.

**Subd. 10.046. Conformance to Law:** The provisions of this section are subject to such amendment or modification as may be required to comply with any future applicable state or federal laws or regulations which may become binding upon the parties hereto.

#### **Section 10.05. Personal Leave of Absence:**

**Subd. 10.051. Request for Leave:** Upon written request to the employer, an unpaid leave of absence not to exceed one (1) year may be granted by the employer at its sole discretion. The employer's written permission shall specify the dates of departure and return. The Union shall be supplied copies of the request and permission. The employee's seniority, up to the date of

departure, shall be maintained but there shall be no accrual of seniority during said leave. An employee taking this leave and returning within the 12-month period shall not be considered to have a break in service.

**Subd. 10.052. Return to Work:** An employee on personal leave will return to their position or to a position of like classification and pay as determined by her/his supervisor prior to commencement of leave.

**Subd. 10.053. Notice of Return:** The Employee shall provide written notice of return to work and the date of the Employee's return. This notice shall be provided to the Director of Human Resources, with a copy to the Union, not less than thirty (30) calendar days prior to the Employee's intended date of return. Failure to provide the notice and return at the end of the Employee's leave of absence will result in termination and loss of seniority.

**Section 10.06. Military Leave:** Military leave shall be granted pursuant to applicable laws.

**Section 10.07. Federal Family and Medical Leave:** Leaves shall be granted to eligible employees in accordance with the Federal Family and Medical Leave Act (FMLA), as amended. Employees should review the School District's policy regarding utilization of accrued time off prior to requesting unpaid leave.

**Section 10.08 Emergency Closing:** When school is closed by order of the Superintendent of Schools or other lawful authority and state aid is not impaired, employees who are not required to report to work will be paid without a deduction from sick days or pre-arranged personal leave for the first three days of school closing per school year. If school is closed beyond three days, employees will have the option to use vacation time, personal time or utilize a personal holiday if available. Employees who are required to work will follow the annual district emergency school closure memo.

## ARTICLE XI VACATIONS

**Section 11.01. Earned Vacation – 12-Month Full-time Employees:** Twelve-month full-time employees shall receive vacation based on their years of service completed in the bargaining unit.

Years of service	Days of vacation
0-5	10
6-10	15
11-19	20
20 or more	25
Vacation will be prorated for a partial year of service.	

**Section 11.02. Earned Vacation - 10-Month and 11-Month Full-time Employees:** 10-month and 11-month full-time employees and full-time employees who work on a stretch calendar will earn 10 days

of vacation for each full year of service in the bargaining unit, which is to be pro-rated for a partial year of service. Effective July 1, 2022, 13 days of vacation will be earned after 10 years of service in the district, in the bargaining unit.

**Section 11.03. Termination or Resignation:** Employees who are terminated or leave the employer of their own volition will be paid their regular salary for all vacation time accrued to them, provided employees severing employment of their own volition have given the employer two (2) week notice. Full-time employees hired on or after 7/1/2016 who terminate their services upon reaching age 55 and who have fifteen (15) or more years of continuous employment of regular full-time service with the District in this bargaining unit shall be paid their accrued unused vacation in accordance with the Severance Pay section of this agreement (Subd. 10.019).

**Section 11.04. Usage and Reporting:** Employees may carry over up to the amount of vacation time that they accrued in the immediately preceding fiscal year. Vacation earned prior to June 30, 2004 is not subject to this section and may continue to carry over. Back to back vacations from one year to the next resulting in vacation period longer than the Employee would otherwise be entitled in any one year are not permitted except in unusual circumstances with the prior approval of the supervisor. Each Employee shall be informed of their unused accrued vacation on their paycheck.

**Section 11.05. Vacation Pay:** Vacation pay shall be based on current salary.

**Section 11.06. 12 month Part-time Employees, Earned Vacation:** Part-time 12-month employees will earn 10 days' vacation on a pro-rated basis for each full year of service.

## **ARTICLE XII HOLIDAYS**

**Section 12.01. 12 Month Full-time:** 12-month full-time employees shall be granted thirteen (13) paid holidays as follows:

1. New Year's Day
2. President's Day
3. District Contract Holiday
4. Memorial Day
5. Independence Day
6. Labor Day
7. Thanksgiving Day
8. Day After Thanksgiving Day
9. Business Day Before Federal Christmas Holiday
10. Federal Christmas Holiday
11. Personal Holiday (3)

**Section 12.02. 10 and 11 Month Full-time and Full-Time Stretch:** 10-month and 11-month full-time employees and full-time employees who work on a stretch calendar shall receive holiday pay for those

holidays that fall within the prescribed year and two personal holidays. In addition, 10-month and 11-month full-time employees who are selected to work during summer school who work the scheduled work days in July immediately preceding and following the day on which Independence Day is celebrated shall receive holiday pay at their then current rate of pay.

**Section 12.03. Part-time:** All part-time employees who work twenty (20) hours or more per week shall receive holiday pay for those holidays that fall within the prescribed work year.

**Section 12.04. Holiday Pay:** The holiday rate of pay will be determined by the average daily hours normally worked.

**Section 12.05. Weekends:** Holidays that fall on weekends will be observed on a day established by the School Board.

**Section 12.06. School in Session:** The School District reserves the right, if school is in session, to cancel any of the above holidays and establish another holiday in lieu thereof, or the individual employee will be granted a day off as mutually agreed between the employee and the School District. Any contract holiday which falls within an employee's vacation period shall not be counted as a vacation day.

**Section 12.07. Eligibility:** In order to be eligible for holiday pay, an employee must have worked his/her regular work day before and after the holiday unless the employee is on paid sick leave or on vacation under these provisions. Employees who work a stretch calendar are eligible for holiday pay even if they have a non-work day the day before or after the holiday.

**Section 12.08. Personal Holiday:** The personal holiday may be used on a day when school is not in session. By definition, a personal holiday is a day mutually agreed upon by employer and employee. In the event of multiple requests for the holiday, seniority shall prevail.

### **ARTICLE XIII VACANCIES AND JOB POSTING**

**Section 13.01. Posting of Vacancies:** All permanent vacancies in bargaining unit positions will be posted for five (5) working days on the District website. The Union office shall be provided with notice of all postings. A position may be filled temporarily pending completion of posting and application procedures.

**Section 13.02. 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 13.03. Filling Vacancies:** Notice of the candidate selected to fill the vacancy shall be given to the designated steward and the Union office upon submission of the information to payroll.

**Section 13.04. Application of Seniority:** Seniority will apply in the filling of vacancies provided an employee has the qualifications to perform the duties and responsibilities of the position except in those positions involving a promotion which shall be filled as provided in Section 13.05 herein.

**Section 13.05. Promotion Positions:**

**Subd. 13.051.** In filling positions involving a promotion as defined in Section 13.04 above, the position shall be filled by the School District with the best qualified candidate as determined by the School District. In making its determination, the School Board shall consider the employee's qualifications and aptitude for the position as well as length of service with the School District along with other relevant factors (i.e. skill proficiency and job performance).

**Subd. 13.052.** Within ten (10) days following the decision of the Superintendent, the School Board shall review the case upon written request by the Union. Prior to rendering a board decision, the grievant and/or the Union shall be allowed to be heard. The decision of the School Board shall be final and binding and the parties agree said decision shall not be subject to the arbitration clause.

**Subd. 13.053.** For purposes of this section, a promotion is defined as moving to a classification involving an increase in pay per hour.

**Subd. 13.054.** A new hire shall not be eligible for a period of one year from date of initial employment to bid a position which is not promotional.

**Section 13.06. Trial Period: New Position, Same Classification:** Within the first twenty (20) duty days actually worked in the new position, the employee has the right to return to the position formerly held. Within this thirty (30) duty day working period, the School District also has the right to return the employee to the position formerly held. Such decision by the School District is not reviewable through the grievance procedure.

**Section 13.07. Trial Period: Change of Classification:** An employee promoted to Grades II, III, and IV shall serve a trial period of ninety (90) duty days in any such new position. An employee promoted to Grades V, VI, and VII shall serve a trial period of one hundred and twenty (120) duty days in any such new position. An employee promoted to a different classification shall receive a mid-point review during the trial period. During this trial period, if it is determined by the School District that the employee's performance in the new position is unsatisfactory, the School District shall have the right to reassign the employee to his/her former position. See Section 3.04.

**Section 13.08. Outside Applicants:** Although it is the intention of the employer to fill vacancies from within by eligible bidders before hiring from the outside, the School District reserves the right to fill any position with an outside applicant if internal candidates do not have the needed qualifications for the position or if no internal candidates apply.

**Section 13.09. Administrative Transfers:** Seniority and posting shall not apply in a lateral transfer involving two permanent employees. Transfers of this nature will be discussed with the Union prior to final disposition.

**Section 13.10. Conditions for Bidding Part-Time Jobs:** A member of the bargaining unit may hold two part-time positions subject to the following conditions:

**Subd. 13.101.** Salary grades cannot be mixed.

**Subd. 13.102.** The 12-month work year may not be mixed with any other part-time work year (i.e. 10-month, 11-month, etc.).

**Subd. 13.103.** The total full-time equivalent for the combined position cannot exceed 1.0.

**Subd. 13.104.** The hours for both part-time positions must be compatible.

**Subd. 13.105.** The number of hours for each part-time position must be included in the initial posting for each part-time position.

**Section 13.11. Temporary Positions:** The School District will notify the Union of its intention to fill any temporary position anticipated to last more than twenty (20) working days. If the position goes beyond 67 working days, the provisions of Section 3.02 will apply. The School District will inform the Union of the temporary position and the number of working days and hours per day it intends to fill the position.

#### **ARTICLE XIV SENIORITY**

**Section 14.01. Recognition:** The parties recognize the principle of seniority in the application of this Agreement within classifications concerning reduction or increase in force, preference of shift assignment, and assignment of vacation periods. In regard to vacancies and promotions, the provisions of Article XIII shall apply.

**Section 14.02. Date:** The most recent seniority lists (see Section 14.05) for full-time and part-time employees shall establish the seniority credit for employees of record. A new employee who is continued on the payroll after completing the probationary period of employment shall be placed on the appropriate seniority list as of the first date of employment. If more than one employee is employed on the same date, seniority ranking shall be determined by lot. Seniority shall mean the length of continuous service and shall be cumulative only within this bargaining unit. Part-time employees who become full-time employees shall be credited seniority on a pro-rata basis as their hours relate to fulltime status. The Union will be responsible for determining the seniority for part-time employees who become full-time employees. (Moved from Section 14.05)

Seniority for part-time employees who become full-time employees shall be calculated based on the following principles:

1. Hours will be credited for the hours stated on the Personnel/Payroll Action Form.
2. Seniority shall be calculated on regular part-time or full-time status only, effective 7-1-99.
3. If an individual voluntarily quits, seniority starts over if rehired.
4. No credit will be given for work performed outside the clerical unit.



5. Part-time hours will be matched to 10-month - 8 hour position.

**Section 14.03. Retention:** 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. Seniority may be retained up to one (1) calendar year. Employees no longer accruing seniority shall have no bidding or bumping rights within this unit.

**Section 14.04. Lay-Off Application:** If a reduction of the office and clerical staff is necessary due to economic or other reasons and employees are laid off, the employee(s) so affected may:

1. Within one (1) calendar week accept any open permanent position in the same labor grade for which the employee(s) is qualified to satisfactorily perform the duties of such position.
2. If no such position is available, the affected employee may accept the lay-off or;
3. Elect to accept an open permanent position in a lower labor grade. If no such position is accepted, the affected employee may accept lay-off or;
4. Elect to replace the least senior employee (with less seniority) occupying a similar position in the same labor grade. Upon being offered and refusing to accept a "similar position" in the same labor grade the employee must accept layoff.
5. If no such position (option #4) is available, the affected employee will bump the least senior employee (with less seniority) occupying a dissimilar position in the same labor grade provided the employee(s) is qualified to satisfactorily perform the duties of such position.
6. In the event no such replacement opportunity exists in the same labor grade, the affected employee will replace the least senior employee (with less seniority) occupying a similar position in the next or successively lower labor grades.
7. If no such position (option #6) is available, the affected employee will replace the least senior employee (with less seniority) occupying a dissimilar position in the next or successively lower labor grades provided the employee(s) is qualified to satisfactorily perform the duties of such position.
7. If there are no positions available, the affected employee will be placed on lay-off.
8. Lay-off is an option at any step in the above process.

**Subd. 14.041.** "Similar position" as used in 14.04 is defined as one whose length of service is the same as that of the employee receiving lay-off notice. (i.e., 12-month employee bumping a 12month employee, 10-month employee bumping a 10-month employee, etc.) In addition, "similar position" is defined as one where two-thirds of the position's job content regarding duties, responsibilities and general experience requirements are the same as that currently being filled by the employee at the time of layoff notice. The determination as to what

constitutes a "similar position" shall be made by the Director of Human Resources." "Dissimilar position" shall mean a different work year than that of the affected employee (i.e. 10-month bumping a 12-month employee or 12-month employee bumping a 10-month employee.)

**Subd. 14.042.** In the event of a demotion as a result of bump-back or other circumstances, an employee so demoted shall, at the time of demotion, retain their step placement at the new lower grade.

**Subd. 14.043.** Employees involuntarily reduced in grade and who subsequently apply for a position with the district shall be considered to retain their highest prior grade for a period of five (5) years from date of involuntary reduction

**Subd. 14.044.** Notice of such lay-offs shall be given two (2) weeks before the scheduled lay-off except in cases of emergency.

**Subd. 14.045.** The employer, upon rehiring, shall do so by descending seniority order. They shall rehire the senior employee laid-off providing, however, that such employee has the qualifications for the position for which he/she is hired. Under no circumstances shall the employer hire from the open market while employees are on the recall list, qualified to perform the duties of a vacant position, and are ready, willing, and able to be re-employed.

**Subd. 14.046.** An employee recalled and reinstated to the former position held shall receive his/her former rate of pay in addition to any wage increases which were applied to the employee's job classification during the period he/she was on the recall list.

**Subd. 14.047.** An employee on lay-off shall continue to accrue seniority and right to bid any open position for a period of one (1) year after the date of lay-off. Employees on lay-off shall be considered to have automatically bid (subject to the provisions of Article XIII) for all posted or new positions having the same or higher pay classification as the employee on lay-off.

**Subd. 14.048.** An employee shall forfeit seniority if the employee fails to return to an offered position of equal or higher classification within five (5) days after being recalled by certified mail, return receipt requested, unless due to actual illness or accident. The employer may require substantiating proof of illness or accident. It is the responsibility of the employee on layoff to keep the School District advised of his/her current mailing address.

**Subd. 14.049.** A part-time employee may not displace a full-time employee through application of these seniority provisions.

**Section 14.05. Seniority List:** A master seniority list for full-time employees and a master seniority list for part-time employees shall be posted by the School District in each building prior to November 1 of each year. Employees shall have until November 15 each year to challenge the accuracy of any changes made to the seniority lists that year. If any challenge is not satisfactorily resolved by December 1, the employee shall have the right to file a grievance to contest the seniority list in accordance with the Grievance Procedure. Once any challenges or grievances are resolved, the seniority list shall be final and

binding on the School District, the Union, and all employees and shall govern layoff and rehiring until a new seniority list is posted.

**Section 14.06. New Hires:** The Union shall be notified when new bargaining unit employees are hired. This notice shall include the employee's name, position, job location and contact information (both phone number and email address). The Union Representative or Union Steward shall meet with the new employee(s) within thirty (30) days of being employed. At that time, the Union Representative or a Union Steward, shall, for up to thirty (30) minutes during employer paid time, make a presentation to the new employee(s) regarding their rights, contract benefits, and union membership as well as providing the employee(s) with union literature. To the extent possible, this time should be scheduled with as many new employees as possible and at a time of day approved by the supervisor.

## **ARTICLE XV DISCIPLINE DISCHARGE AND PROBATIONARY PERIOD**

**Section 15.01. Probationary Period:** An employee under the provisions of this Agreement shall serve a probationary period of one hundred and twenty (120) duty days of continuous service in the School District during which time the School District shall have the unqualified right to suspend without pay, discharge, or otherwise discipline such employee: and during this probationary period, the employee shall have no recourse to the grievance procedure, insofar as suspension, discharge, or other discipline is concerned. See Section 3.04.

However, a probationary employee shall have the right to bring a grievance on any other provision of the contract alleged to have been violated.

**Section 15.02. Completion of Probationary Period:** An employee who has completed the probationary period may be suspended without pay, discharged, or disciplined only for cause. An employee who has completed the probationary period and is suspended without pay, discharged, or otherwise disciplined shall have access to the grievance procedure.

## **ARTICLE XVI MISCELLANEOUS**

**Section 16.01. Jury Duty Pay:** An employee who is called for jury duty will be reimbursed for the difference between the amount paid for such services and the employee's straight time hourly rate for regularly scheduled hours of work during the period of service. Employees will be expected to report for their regular duties when temporarily excused from attendance at court. Such employees shall not suffer any loss of seniority during such absences.

**Section 16.02. Automobile:** Employees will not be required to provide their own transportation while on official business for the employer. Mileage, as set by the School District, shall be paid for authorized use of personal cars in connection with School District business.

**Section 16.03. Bond:** Should the employer require that any employee covered under this Agreement be bonded, the premium on such bond shall be paid by the employer.

**Section 16.04. Notices to Union:** All orders or notice to an employee under this Agreement involving a permanent change in assignment, promotion, or lay-off, and leaves of absences shall be given in writing with a copy of same sent to the union office.

**Section 16.05. Tax Sheltered Annuity:** The employer will continue to make available to employees the tax sheltered annuity program pursuant to M.S. 123.35, Subd. 12, and School District policy. The School District reserves the right to limit the vendors of tax deferred programs to those who agree to requirements which meet Federal and State compliance regulations for such plans. Vendors will be given a ninety-day notice to produce evidence of such compliance with regulations. At the end of the ninety day period, the District will discontinue withholding employees' funds and subsequent transfer of funds to vendors not in compliance.

**Section 16.06. 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's executive board.

**Section 16.07. New Positions:** In the event the employer creates new positions in the appropriate unit that are not covered by the present classification structure in the Agreement, prior to establishing the position, the employer shall indicate to the Union the proposed classification and structure of the position and in the event of disagreement, the Union shall have the right to meet and negotiate pursuant to the P.E.L.R.A. on the compensation for such position. For purposes of this provision, in the event of impasse, the impasse procedures of the P.E.L.R.A. may be utilized.

**Section 16.08. Involuntary Reductions:** Full-time employees whose hours are involuntarily reduced shall receive pro-rata leave, vacation and holiday benefits.

**Section 16.09. Status Change:** In the event an existing position is proposed to be reduced from full-time to part-time, the School District will discuss such reduction with the Union prior to implementation.

**Section 16.10. Retroactivity:** All benefits in this contract shall be retroactive to July 1, 2021, to current employees and retirees only.

## **ARTICLE XVII DURATION**

**Section 17.01. Terms and Reopening Negotiations:** This Agreement shall remain in full force and effect for a period commencing July 1, 2021 through June 30, 2023 and thereafter pursuant to the P.E.L.R.A. If either party desires to modify or amend this Agreement commencing on July 1, 2021, it shall give written notice of such intent no later than May 1, 2023.

**Section 17.02. Effect:** This agreement constitutes the full and complete Agreement between the School Board and the exclusive representative. The provisions herein relating to terms and conditions of employment supersede any and all prior agreements, resolutions, practices, School District policies, rules, or regulations concerning terms and conditions of employment inconsistent with these provisions.

**Section 17.03. Finality:** Any matters relating to the current contract term, 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 17.04. 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 provision of this Agreement or the application of any provision thereof.

## **ARTICLE XVIII GRIEVANCE**

**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 Board 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 or School Board may be represented during any step of the procedure by any person or agent designated by such party to act in his behalf.

**Section 3. Time Limitation and Waiver:** Grievances shall not be valid for consideration unless the grievance is submitted in writing and on forms provided, to the immediate supervisor 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. Failure to file any grievance within such period shall be deemed a waiver thereof. Failure to appeal a grievance from one level to another within the time periods hereafter provided shall constitute a waiver of the grievance.

**Section 4. Adjustment of Grievances:** An effort shall first be made to adjust an alleged grievance informally between the employee and the immediate supervisor. If this effort is unsuccessful, the grievance shall then be adjusted in the following manner:

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

**Subd. 2. Level II:** In the event the grievance is not resolved in Level I, the decision rendered may be appealed to the Superintendent of Schools, provided such appeal is made in writing within **five (5) days** after receipt of the decision in Level I. If a grievance is properly appealed to the Superintendent, the Superintendent or their 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 their designee shall issue a decision in writing to the parties involved.

**Section 5. 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 6. Denial of Grievance:** Failure by the School Board representative to issue a decision within the time periods provided herein shall constitute a denial of the grievance and the employee may appeal it to the next level.

**Section 7. Arbitration Procedures:** In the event that the employee and the School Board are unable to resolve any grievance, the grievance may be submitted to arbitration as defined herein:

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

**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 furnish a list of five (5) arbitrators pursuant to M.S. 179.70, Subd. 4, providing such request is made within twenty (20) days after request for arbitration. The request shall ask that the appointment be made within thirty (30) days after the receipt of said request. Failure to agree upon an arbitrator or the failure to request an arbitrator from the Bureau of Mediation Services 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:

- (1) The issues involved.
- (2) Statement of facts.
- (3) Position of the grievant.
- (4) The written documents relating to Section 5 of the grievance procedure.

**Subd. 5. Hearing:** The grievance shall be heard by a single arbitrator and both parties may be represented by such person or persons as they 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 and written arguments relating to the issues before the arbitrator. The proceeding before the arbitrator shall be a hearing de novo.

**Subd. 6. Decisions:** The decision by the arbitrator shall be rendered within thirty (30) days after the close of the hearing. Decision 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 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 and the cost shall be borne by the requesting 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.

**Section 8. Form:** A form which must be used for filing of grievances shall be provided by the School District (Appendix A).

**Section 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 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.

**IN WITNESS W HEREOF**, the parties have executed this Agreement as follows:

Office and Professional Employees  
International Union, Local 12, AFL-CIO  
2277 Highway 36, Suite 150  
Roseville, MN 55113

North St. Paul-Maplewood-Oakdale Schools,  
Independent School District No. 622  
2520 East 12<sup>th</sup> Avenue,  
North Saint Paul, MN 55109

By: lance lindeman  
Business Agent

By: [Signature]  
By: Sheresa Kohner  
Union Steward

By: [Signature]  
Director of Human Resources

By: Angela R. Petos  
Union Steward

Katharine Lynch

July 26, 2022

Dated:

Dated: 8/19, 2022



**SCHEDULE A**

INDEPENDENT SCHOOL DISTRICT NO. 622  
**2021-2022 CLERICAL WAGE SCHEDULE**

<b>STEP</b>	<b>GR 1</b>	<b>GR 2</b>	<b>GR 3</b>	<b>GR 4</b>	<b>GR 5</b>	<b>GR 6</b>	<b>GR 7</b>
1	\$13.15	\$15.35	\$16.20	\$17.28	\$17.87	\$20.02	\$22.41
2	\$13.40	\$15.60	\$16.52	\$17.67	\$18.26	\$20.41	\$22.81
3	\$13.64	\$15.89	\$16.88	\$18.05	\$18.63	\$20.80	\$23.21
4	\$13.94	\$16.37	\$17.22	\$18.43	\$19.04	\$21.22	\$23.61
5	\$14.24	\$16.58	\$17.60	\$18.81	\$19.45	\$21.61	\$24.01
6	\$14.50	\$16.92	\$17.97	\$19.23	\$19.85	\$22.00	\$24.42
7	\$14.80	\$17.27	\$18.34	\$19.65	\$20.31	\$22.45	\$24.88
8	\$15.12	\$17.66	\$18.74	\$20.07	\$20.75	\$22.89	\$25.30
9	\$15.43	\$18.05	\$19.13	\$20.50	\$21.18	\$23.34	\$25.75
10	\$15.72	\$18.41	\$19.54	\$20.96	\$21.65	\$23.81	\$26.21
11	\$16.05	\$18.80	\$19.96	\$21.39	\$22.12	\$24.29	\$26.69
12	\$16.39	\$19.22	\$20.39	\$21.88	\$22.61	\$24.78	\$27.17
13	\$16.74	\$19.62	\$20.85	\$22.36	\$23.10	\$25.26	\$27.68
14	\$17.11	\$20.04	\$21.29	\$22.84	\$23.63	\$25.78	\$28.19
15	\$17.46	\$20.48	\$21.75	\$23.37	\$24.14	\$26.30	\$28.71

**SCHEDULE B**

INDEPENDENT SCHOOL DISTRICT NO. 622  
**2022-2023** CLERICAL WAGE SCHEDULE

<b>STEP</b>	<b>GR 1</b>	<b>GR 2</b>	<b>GR 3</b>	<b>GR 4</b>	<b>GR 5</b>	<b>GR 6</b>	<b>GR 7</b>
1	\$13.54	\$15.81	\$16.69	\$17.80	\$18.41	\$20.62	\$23.08
2	\$13.80	\$16.07	\$17.02	\$18.20	\$18.81	\$21.02	\$23.49
3	\$14.05	\$16.37	\$17.39	\$18.59	\$19.19	\$21.42	\$23.91
4	\$14.36	\$16.86	\$17.74	\$18.98	\$19.61	\$21.86	\$24.32
5	\$14.67	\$17.08	\$18.13	\$19.37	\$20.03	\$22.26	\$24.73
6	\$14.94	\$17.43	\$18.51	\$19.81	\$20.45	\$22.66	\$25.15
7	\$15.24	\$17.79	\$18.89	\$20.24	\$20.92	\$23.12	\$25.63
8	\$15.57	\$18.19	\$19.30	\$20.67	\$21.37	\$23.58	\$26.06
9	\$15.89	\$18.59	\$19.70	\$21.12	\$21.82	\$24.04	\$26.52
10	\$16.19	\$18.96	\$20.13	\$21.59	\$22.30	\$24.52	\$27.00
11	\$16.53	\$19.36	\$20.56	\$22.03	\$22.78	\$25.02	\$27.49
12	\$16.88	\$19.80	\$21.00	\$22.54	\$23.29	\$25.52	\$27.99
13	\$17.24	\$20.21	\$21.48	\$23.03	\$23.79	\$26.02	\$28.51
14	\$17.62	\$20.64	\$21.93	\$23.53	\$24.34	\$26.55	\$29.04
15	\$17.98	\$21.09	\$22.40	\$24.07	\$24.86	\$27.09	\$29.57

**APPENDIX A**

**GRIEVANCE REPORT FORM**

**North St. Paul-Maplewood-Oakdale School District No. 622**

Name of Grievant:

Name of Exclusive Representative:

Date Grievance Occurred:

Statement of Facts:

Specific Provisions of Agreement Allegedly Violated:

Particular Relief Sought:

Dated: \_\_\_\_\_

\_\_\_\_\_  
Signature of Grievant

Copies to: Superintendent  
Director of Human Resources  
Immediate Supervisor  
Exclusive Representative