

***Collective Bargaining Agreement***

***between***

***South St. Paul Public Schools  
Special School District No.6***

***and***

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

***Effective July 1, 2022, through June 30, 2024***

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**ARTICLE I**  
**PURPOSE**

**Section 1. Parties:** This Agreement is entered into between the School Board of Special School District No.6, South St. Paul, Minnesota (hereinafter referred to as the School District) and the Office and Professional Employees International Union, Local No. 12, AFL-CIO-CLC (hereinafter referred to as the Union) pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, as amended (hereinafter referred to as 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 1. Recognition:** In accordance with the P.E.L.R.A., the School District recognizes the Office and Professional Employees International Union, Local No. 12, AFL-CIO-CLC, as the exclusive representative for office and clerical employees employed by Special School District No. 6, South St. Paul, Minnesota, 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. Appropriate Unit:** The Union shall represent all such employees of the School District contained in the appropriate unit as defined in Article III, Section 2 of this Agreement and the P.E.L.R.A. and in certification by the Director of Mediation Services, Case No. 76-PR-594-A.

**Section 3. Union Business:** 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 committees by the Union's executive board.

A written request by the Union designee specifying the dates and times off shall be filed with the Director of Human Resources at least two (2) working days in advance of the date upon which the time off will commence. When the employer has an investigation, the two-day notice may be waived. The cost of this time shall be paid by the Union.

**ARTICLE III**  
**DEFINITIONS**

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

**Section 2. Description of Appropriate Unit:** For purposes of this Agreement, the appropriate unit shall mean office and clerical employees employed by the School District, excluding the following: confidential employees, 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 in excess of sixty-seven (67) working days in any calendar year, and emergency employees. For purposes of this Agreement, it is further understood that the following positions are excluded: accountants, secretary to the Superintendent, secretaries to the members of the Superintendent's Executive Council and all confidential secretaries.

**Section 3. 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 4. 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 1. Inherent Managerial Rights:** The Union recognizes that the School District is not required to meet and negotiate on matters of inherent managerial policy, which include, but are not limited to, such areas of discretion or policy as the functions and programs of the 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 District.

**Section 2. Management Responsibilities:** The Union recognizes the right and obligation of the School District to efficiently manage and conduct the operation of the School District within its legal limitations and with its primary obligation to provide educational opportunity for the students of the School District.

**Section 3. Effect of Laws, Rules and Regulations:** The parties recognize that all employees covered by this Agreement shall perform the services and duties prescribed by the School District, and shall be governed by the laws of the State of Minnesota, and by school board rules, regulations, 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**  
**EMPLOYEES RIGHTS**

**Section 1. Right to View:** Nothing contained in this Agreement shall be construed to limit, impair or affect the right of any employee or their representative to the expression or communication of a view, grievance, complaint or opinion on any matter related to the conditions or compensation of public employment or their betterment, so long as the same is not designed to and does not interfere with the full, faithful and proper performance of the duties of employment or circumvent the rights of the exclusive representative.

**Section 2. Right to Join:** Employees shall have the right to form and join labor or employee organizations.

**Section 3. Request for Dues Check Off:** Employees shall have the right to request and be allowed dues check off for the exclusive representative. Upon receipt of a properly executed authorization card of the employee involved, the School District will deduct from the employee's paycheck the dues that the employee has agreed to pay to the employee organization. Deductions shall be made twice per month in accordance with the payroll schedule and transmitted within seven (7) days to the Union together with a list of names of the employees from whose pay deductions were made.

**ARTICLE VI**  
**DUTY YEAR AND DUTY DAY**

**Section 1. Work Year:**

**Subd. 1.12-Month Employees:** The work year for 12-month employees shall be twelve (12) months, fifty-two (52) weeks.

**Subd. 2. Less Than 12-Month Employees:** The work year for less than 12-month employees shall be as prescribed by the School District. In the event of extension by the School District of the work year for less than 12-month employees, such employees shall be paid their basic rate of pay.

**Section 2. Work Week:** A regular work week for full-time employees shall consist of five (5) consecutive days and eight (8) consecutive hours per day. In the event of an order by authorized federal or state authority, the School District may modify the duty day or duty week to place the School District in compliance with such federal or state order, but with the understanding that the total number of hours shall not be increased, i.e. a four (4) day week with increased hours per day, but the total weekly hours not more than the regular five (5) day week. The work week for part-time employees shall be as determined by the School District.

**Section 3. Lunch Break:** Employees working eight (8) or more hours shall be provided an unpaid duty-free lunch. Employees shall not be required to remain on the premises during their lunch period. Employees will be provided the opportunity for restroom breaks during their workday.

**Section 4. Summer Hours:** At the discretion of the School District, during the summer months that school is not in session, the workday may be reduced, with pay reduced proportionately.

**Section 5:** Employees shall receive their employee calendar by July 1 for the upcoming school year, or 10 days after effective date of hire.

## **ARTICLE VII** **CLASSIFICATION**

Classifications for compensation purposes shall be as provided in Appendix "A" hereof.

## **ARTICLE VIII** **RATES OF PAY**

**Section 1. Compensation:** Employees shall be compensated for each contract year pursuant to Schedules A and B.

**Section 2. Step Advancement:** During the term of the Agreement, a clerical staff member shall advance one (1) step for each full basic school year of employment until the maximum step has been reached. A full basic school year of employment begins on the staff member's first day of employment, on or after July 1 of the school year, but before the first student contact day, and ends on the last full duty day of the school year for each individual clerical title within the bargaining group. No step advancement will be awarded for a work year that is less than the full basic school year as defined in this section.

**Section 3. New Employee Placement:** A new employee shall be placed on the beginning step of the salary schedule and shall be eligible for step advancement upon completion of the probationary period. Beginning July 1, 2019, a new employee shall be placed on the salary schedule based on classification.

**Section 4. Change in Classification:** In the event an employee is transferred to a different classification, he/she shall be placed on the salary schedule of the new classification at the same step occupied in the previous classification.

**Section 5. Annual Service Increment:** An annual service increment of \$500 shall be granted to those eligible employees who have completed ten (10) years of continuous service within the School District. An additional \$500 annual service increment shall be granted to those employees who have completed fifteen (15) years of continuous service, and an additional \$500 annual service increment shall be granted to those employees who have completed twenty (20) years of continuous service and an additional \$500 annual service increment shall be granted to those employees who have completed twenty-five (25) years of continuous service within the School District. Service increments will be effective July 1 of the year in which the employee completes the 10th, 15th, 20th, or 25th year. Benefits provided in this section shall apply only to eligible employees who are regularly employed at least nine (9) months per year and thirty (30) hours per week.

**Section 7. Overtime:** Overtime for work beyond forty (40) hours a week shall be compensated at time and one-half (1 1/2). At the employee's option, overtime may be paid, or taken in comp time with approval from the employee's supervisor. There shall be no pyramiding of overtime.

**Section 8. Call Back Pay:** An employee required to return to work after they have been released from their regular duties after an eight (8) hour shift, or when an employee working a regular forty (40) hour week is required to report on their day off, shall be compensated at the overtime rate and a minimum of two (2) hours of compensation.

**Section 9. Higher Classification:** An employee, who is requested by their supervisor, to temporarily assume significant duties and responsibilities of a higher classification employee for at least five consecutive workdays, shall receive an additional twenty-five (\$0.25) cents per hour during that timeframe.

## **ARTICLE IX** **GROUP INSURANCE**

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

**Section 2. Life Insurance:** The School District will provide each employee with a group term life insurance policy in the face amount equal to one (1) times the annual salary, with an employee option to purchase additional coverage as permitted by the policy.

**Section 3. Medical Insurance:** The School District will make the following annual (fiscal year) contributions for medical insurance coverage for each eligible employee:

	<b>2022-23</b>	<b>2023-24</b>
Single	100%	100%
Two-Party	\$16,362	\$16,689
Family	\$16,515	\$16,845

**Section 4. Dental Insurance:** The School District shall offer a group dental plan and pay \$22 per month towards the premium for all eligible and participating employees.

**Section 5. Flexible Compensation Benefits:** The School District shall provide a "Flexible Compensation Plan" as authorized by Internal Revenue Code, Section 125. All eligible employees may elect to contribute up to the amount allowed by law, to be used for excess medical/dental/vision expense reimbursement, and up to the amount allowed by law, to be used for dependent care reimbursement.

**Section 6. Long Term Disability:** The School District will pay the premium for long term disability insurance for all eligible employees under the School District's group plan.

**Section 7. 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 8. 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 School District participation and contribution shall cease, effective on the last day of the

month in which employment is terminated. Pursuant to COBRA, an employee leaving the employ of the School District may be eligible to continue insurance coverage, but shall pay the entire premium for such coverage the employee wishes to retain. It is the responsibility of such an employee to make arrangements with the Human Resources office to pay to the School District the monthly premium amounts in advance and on such date as determined by the School District.

**Section 9. Insurance Advisory Committee:** A member of the group may volunteer to sit on the District's Insurance Advisory Committee for the purpose of hearing and providing input on behalf of the bargaining group.

**Section 10. Insurance Benefits for Retirees:** The School District will contribute \$150 per month into a Health Care Savings Plan (HCSP) with the Minnesota State Retirement for ten (10) years following the date of retirement and \$100 per month for the subsequent five (5) years for the purpose of supplementing the cost of the retiree's health insurance. This benefit is only available for those employees who have completed twenty (20) years of continuous service with the School District. A year is constituted by the employee employed at least thirty (30) hours per week and nine (9) months per year on an annual basis.

**Section 11. Eligible Employees:** Benefits provided in this Article shall apply only to employees who are regularly employed at least nine (9) months per year and thirty (30) hours per week. Employees regularly employed at least nine (9) months per year and between twenty (20) and twenty-nine (29) hours per week shall be eligible for Medical Insurance as described in Section 3, with the District contribution prorated at fifty percent. For purposes of this Article, a month of service shall mean any month for which the employee is on pay status for at least fifteen (15) days. Notwithstanding the other provisions of this Article IX, eligibility for coverage and/or benefits shall be subject to the requirements and provisions of the group insurance policy.

## **ARTICLE X** **LEAVES OF ABSENCE**

### **Section 1. Sick Leave:**

**Subd. 1. Number of Days:** All eligible employees shall earn sick leave at the rate of twelve (12) days for each year of service in the employ of the School District. Annual sick leave shall accrue monthly on a proportionate basis to the employee's work year. For purposes of this section, a month of service shall mean any month in which the employee is on pay status for at least twelve (12) days.

**Subd. 2. Unused Days Accumulation:** Unused sick leave days or half days may accumulate to a maximum credit of two hundred (200) days.

**Subd. 3. Employee/Child/Family Illness:** Sick leave with pay shall be allowed by the School District whenever an employee's absence is found to have been due to the illness or injury of the employee, which has prevented their attendance at school and performance of duties on that day or days. In addition, sick leave with pay shall be allowed for reasonable periods whenever the absence of an employee (as defined in Minnesota Statutes section 181.940, subdivision 2, as amended) is found to have been due to the illness or injury of an individual listed in Minnesota Statutes section 181.9413(a), as amended. Absences related to the illness or injury of the employee or the employee's child (as defined in Minnesota Statutes sections 181.940, subdivision 4, and 181.9413(e), as amended) will be paid to the limit of the employee's accumulated sick leave. Absences related to any of the other individuals listed in Minnesota Statutes section 181.9413(a), as amended, will be paid to a limit of 160 hours in any 12-month period from the employee's accumulated sick leave.

**Subd. 4. Medical Certificate:** The School District may require an employee to furnish a medical certificate from a qualified physician as evidence of illness, indicating such absence was due to illness, in order to qualify for sick leave pay. In the event that a medical certificate will be required, the employee will be so advised.

**Subd. 5. Holidays and Approval:** Sick leave allowed shall be deducted from the accrued sick leave days earned by the 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 request.

**Subd. 6. Utilization of Sick Leave:** An employee shall be permitted to utilize an amount limited to their annual rate of accrual, as provided in Section 1 hereof, in advance of accrual, if such employee has performed their duties for at least five (5) working days. In the event 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 such leave in excess of accrual under these provisions and leaves the employ of the School District, the employee shall be liable to the School District for any such sick leave pay.

**Subd. 7. Additional Sick Leave:** An employee who has exhausted annual and accumulated sick leave will be granted additional sick leave for personal illness only, based on length of service in the South St. Paul school system, subject to a deduction in pay equal to 113 of the employee's regular base rate. Such leave shall be available on an annual basis, but a maximum of forty (40) such days may be used over the employee's career in the District.

<b><u>Years of Service</u></b>	<b><u>Additional Allowance</u></b>
10 or more	1 day for each year of service

**Subd. 8. Attendance Incentive:** Employee's using two (2) or fewer days of sick leave in any single year shall, at the end of the regular school year, be compensated as follows:

0 days used:	\$250
1 day used:	\$125
2 days used:	\$75

Part-time employees shall receive a pro-rated share based upon their daily contract.

## **Section 2. Funeral Leave:**

**Subd. 1. Number of Days:** All eligible employees shall be granted up to five (5) days for absence because of death in the immediate family or household, the specific amount of time shall be subject to approval by their supervisor. Funeral leave shall not be deducted from sick leave.

**Subd. 2. Additional Leave:** Under special circumstances, the superintendent or designee may, upon recommendation of the employee's supervisor, grant up to three (3) additional days.

**Subd. 3. Immediate Family:** For purposes of this subdivision, the immediate family shall be interpreted to include spouse, child, parent, spouse's parent, sister, brother, grandparent, spouse's grandparent, grandchild, daughter/son-in-law, and sister/brother-in-law. The family household shall be interpreted to include any member of the household currently making their home with the family.

**Section 3. Personal Leave:** Personal leave is available to employees who work less than 12 months per year. With a minimum of one (1) day advanced notice (or less in exceptional situations) and arrangement with the employee's supervisor, personal leave will be available on the following basis:

**Subd. 1. Number of days:** Employees who work less than 12 months per year shall be eligible for three (3) personal leave days.



**Subd. 2. Accrual:** Unused personal leave will accumulate to a maximum of five (5) days per employee.

**Subd. 3. Deduction of days:** Personal leave will not be deducted from sick leave.

**Subd. 4 Restrictions:** Personal leave must be taken in a minimum of 1-hour increments. Subd. 5. Beginning with the 2021-2022 year and annually thereafter, an employee may elect, in writing by June 1, to be paid for up to two (2) accrued and unused personal leave days as of the last duty day of each school year at the rate of \$50 per day. Each day for which an employee is so compensated shall be removed from the employee's accumulation of personal leave and may not thereafter be used as a personal leave day.

**Section 4. Military Leave:** Military leave shall be granted pursuant to applicable law.

**Section 5. Personal Leave of Absence:** Upon written request to the School District, an unpaid leave of absence, not to exceed one (1) year, may be granted in the discretion of the School District. The School District's written permission shall specify the dates of departure and return.

**Section 6. Worker's Compensation:**

**Subd. 1. Rate of Pay:** Upon the request of an employee who is absent from work as a result of a compensable injury under the provisions of the Worker's Compensation Act, incurred while in the employ of the School District, 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 and/or vacation pay at the option of the employee.

**Subd. 2. Sick Leave Deduction:** A deduction shall be made from the employee's accumulated vacation or sick leave accrual time according to the pro rata portions of days of sick leave or vacation time, which is used to supplement worker's compensation.

**Subd. 3. Payment:** Such payment shall be paid by the School District to the employee only during the period of disability.

**Subd. 4. Limitation of Payment:** In no event shall the additional compensation paid to the employee by virtue of sick leave or vacation pay result in the payment of a total daily, weekly, or monthly compensation that exceeds the normal compensation of the employee.

**Subd. 5. Workers' Comp Payment:** An employee who is absent from work as a result of an injury compensable under the Worker's Compensation Act who elects to receive sick leave or vacation pay pursuant to this policy shall submit evidence of the amount received to the School District, prior to receiving payment from the School District for their absence.

**Subd. 6. Limited to Work Related Injury:** The parties agree that an employee of the School District shall not be entitled to sick pay benefits under this section if he/she is injured while in the employ of another employer nor shall there be accrual of such during the period of convalescence from that injury.

**Section 7. Family Leave:** The School District shall grant leave to an employee for birth, adoption, or foster care of a child or care of a spouse, child or parent who has a serious health condition in accordance with district policy and the following provisions:

**Subd. 1. Leave with Pay:** Upon request of an employee, the School District shall grant family leave with pay for up to five (5) days per school year. This leave shall be non- accumulative. The decision by the School District on whether a "serious health condition" exists will be based on the Department of Labor definition contained in federal regulations implementing the Family and Medical Leave Act (29 CFR 825.114) and all related legal interpretations.

**Subd. 2. Leave without Pay:** The School District shall grant upon request of an employee who has been with the district for one (1) full year, and who worked the required number of hours as stated in the Family Medical Leave Act, up to twelve (12) weeks per school year of leave without pay for any reason provided in this section. Maternity leave counts toward the available twelve (12) week family leave.

**Subd. 3. Notification and Physician's Statement:** Whenever foreseeable an employee applying for leave under this section shall notify their supervisor in writing thirty (30) days in advance of the requested leave date. The School District will require medical certification from a health care provider to support a leave request for an employee's seriously ill family member.

**Subd. 4. Return from Leave:** An employee on a family leave as provided herein will be eligible to return to the same position he/she vacated prior to the leave. An employee may be required to provide a statement from a physician verifying that he/she is medically fit to return to work.

**Section 8. Medical Leave:** An employee who has completed the probationary period and who is unable to perform duties because of illness or injury, and has exhausted all sick leave credit available, or has become eligible for long-term disability compensation shall, upon request, be granted a medical leave of absence, without pay, up to six (6) months. A request for leave of absence under this section shall be accompanied by a written doctor's statement outlining the condition of health and estimated time at which the employee is expected to be able to assume normal responsibilities. The School District may, in its discretion, renew such a leave and request for renewal shall also be accompanied by a written doctor's statement.

**Section 9. Insurance Application:** An employee on unpaid leave under this Article is eligible to continue to participate in group insurance programs if permitted under the insurance policy provisions, but shall pay the entire premium for such programs as he/she wishes to retain commencing with the beginning of the leave, with the exception of employees on medical and LTD leave where premiums for group insurance programs shall continue to be paid by the School District at the same rates being paid by the School District immediately prior to the employee's placement on medical/LTD leave up to two years. It is the responsibility of the employee to make arrangements with the Human Resources office to pay to the School District the monthly premium amounts in advance and on such date as determined by the School District. The right to continue participation in such group insurance programs, however, upon termination of employment, shall be pursuant to Article IX, Section 6 of this Agreement.

**Section 10. Accrued Benefits:** An employee on unpaid leave of absence under this Article shall retain such amounts of experience credit for pay purposes and other accrued benefits, if any, which the employee had accrued at the time the employee went on leave for use upon their return. No additional experience credit for pay purposes or other benefits shall accrue for the period of time when an employee is on leave under this section.

**Section 11. Eligibility:** Benefits provided in this Article shall apply only to employees who are regularly employed at least nine (9) months per year and twenty (20) hours per week, and such benefits shall not be provided to employees who are employed less than nine (9) months per year and twenty (20) hours per week.

**Section 12. Seniority:** For purposes of seniority standing, an employee on approved leave pursuant to this Article shall continue to accrue seniority standing during such leave of absence. Seniority standing, however, shall not accrue during any absence not authorized by the School District.

**ARTICLE XI**  
**HOLIDAYS**

**Section 1. Paid Holidays:** Twelve (12) month employees shall be granted paid holidays per year pursuant to the school calendar to be established by the school board. Employees regularly employed less than twelve (12) months a year but at least nine (9) months per year and otherwise eligible shall be granted six (6) paid holidays each year.

**Section 2. Holiday Schedule:** The holiday schedule will be posted in advance for the coming year.

**Section 3. Weekends:** Holidays that fall on weekends will be observed on a day established by the School District.

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

**Section 5. Eligibility:** In order to be eligible for holiday pay, an employee must have worked a regular work day before and after the holiday unless he/she is on excused illness, leave, or on vacation under these provisions.

**Section 6. Eligible Employees:** Benefits provided in this Article shall apply only to employees who are regularly employed at least nine (9) months per year and twenty (20) hours per week and such benefits shall not be provided to employees who are employed less than nine (9) months per year and twenty (20) hours per week.

**ARTICLE XII**  
**VACATIONS**

**Section 1. Eligibility:** This Article shall apply to employees who are regularly employed on a twelve (12) month basis and forty (40) hour week on a regular assignment and shall not apply to employees employed less than twelve (12) months per year and forty (40) hours per week.

**Section 2. Earned Vacations:** Eligible employees under these provisions shall accrue vacation as follows:

<u>Years</u>	<u>Days</u>
0-5	15
6-10	20
11-18	25
19+	27

**Section 3. Application:**

**Subd.1.** Vacation anniversary date for the School District shall be as of July 1 each year. Employees who start after July 1, will receive a prorated share of the annual vacation days for that contract year.

**Subd. 2.** Vacation time shall be granted subject to the needs of the employee's service as approved by the School District. Vacation will be granted on a first request, first granted basis within each building, subject to the needs of the service.

**Subd. 3.** Vacations may be taken on a year around basis subject to the approval by the School District and consistent with the needs of the service; however, will not be granted during the first and last weeks of the school year.

**Subd. 4.** Vacation pay shall be based on the current salary of the employee.

**Subd. 5.** An employee shall be entitled to receive the prorate pay for earned unused vacation time provided such employee provides the School District with at least two (2) weeks advance notice of their resignation. Should the employee resign during the course of a school year and if during said school year the employee used unearned vacation time, the School District shall have the right to seek reimbursement of the used unearned vacation time.

**Subd. 6.** Employees may carry over up to seven (7) days of vacation into the following contract year.

**Subd. 7.** Beginning with the 2021-2022 year and annually thereafter, an employee may elect in writing by June 1, to be paid for up to two (2) accrued and unused vacation days as of the last duty day of each fiscal year at the rate of \$50 per day. Each day for which an employee is so compensated shall be removed from the employee's accumulation of vacation and may not thereafter be used as a vacation day.

### **ARTICLE XIII** **SENIORITY AND LAYOFF**

**Section 1. Recognition:** The parties recognize the principle of seniority in the application of this Agreement concerning reduction or increase in force and assignment of vacation period.

**Section 2. Date:** Employees shall acquire seniority upon completion of the probationary period as defined in this Agreement and upon acquiring seniority the seniority date shall relate back to the date of original employment in the unit. If more than one employee is hired on the same date, seniority ranking shall be determined by the first letter of the employee's last name.

**Section 3. Layoff Application:** An employee on layoff shall retain their seniority and right to recall within classification in seniority order for a period of two (2) years after the date of layoff. In the event the School District reduces the secretarial/clerical work force within the School District, such layoff shall occur in reverse seniority order within classification.

**Section 4. Notice:** Notice of such layoffs or reduction in hours shall be given four (4) weeks before the scheduled layoff or reduction in hours except in the case of work stoppages or other emergency.

**Section 5. Recall:** Employees will be recalled in seniority order within classification. An employee recalled to their former classification shall receive the current rate of pay for such classification.

**Section 6. Reduction of Work Force:** A reduction of the work force shall be defined as the elimination of a job position or positions, or the reduction of the yearly hours of a job position or positions. Upon receipt of notice of layoff or reduction in hours, employees shall be offered options listed below. When one or more employees are issued a layoff notice or reduction in hours, they shall be offered the following listed options, and they shall be mandatory by item (a)- (e), except when using (f) or (g), by seniority order. No upward bumping allowed.

(a) Replace the least senior employee in the same classification and employment status and hours per year, provided the employee is qualified for the position.

(b) Replace the least senior employee in the same classification having less hours per year, provided the employee is qualified for the position.

(c) If no such employee exists pursuant to (a) or (b), replace the least senior employee in successive lower classification with the same hours per year, provided the employee has greater seniority and is qualified for the position.

(d) Replace the least senior employee in successive lower classifications having less hours per year provided the employee has greater seniority and is qualified for the position.

(e) Where the reduction in force is a reduction of employment status or hours per year in the employee's job position, retain the original job in its new status or hours per year schedule.

(f) Bid for a posted vacant or new job position in accordance with Article XIV.

(g) Accept a layoff.

Employees who are bumped by (a) through (d) procedures shall themselves be entitled to utilize the foregoing (a) through (g).

**Section 7. Notice of Recall:** Notice of recall shall be made by e-mail to the last known address of the employee being recalled. The employee shall forfeit rights to recall if the employee fails to return to an offered position within seven (7) calendar days after notice of recall, and in such event the employee's name shall be removed from the seniority and recall list. It is the responsibility of the employee on layoff to keep the School District advised of their current e-mail address.

**Section 8. Seniority List:** A current seniority list shall be available electronically for all building locations, with a copy to the Union office. Said listing shall be updated as of July 1 of each year and no later than July 15 of each year a copy shall be furnished to the Union via e-mail.

## **ARTICLE XIV** **VACANCIES AND JOB POSTING**

**Section 1. Posting of Vacancies:** All permanent vacancies covered by this Agreement will be posted for five working days. A permanent vacancy is defined as one anticipated to last more than six (6) months. A temporary vacancy is defined as one anticipated to last less than six (6) months. A vacancy will be filled temporarily pending completion of posting and application procedures. Posting shall not apply in a lateral transfer involving two permanent employees or in temporary vacancies. The Union steward, and in the absence of a local steward, the Union, shall receive copies of all postings, notices of promotion, new job positions and transfers as provided in this Article.

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

**Section 3. Notice of Successful Appointment:** Final applicants will be notified in writing within fifteen (15) working days after a candidate has been selected for the vacancy.

### **Section 4. Filling of Vacancies:**

**Subd. 1:** The position shall be filled by the School District with the best qualified candidate as determined by the School District. The School District reserves the right to fill any position with an outside applicant. In making its determination the School District 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.

**Subd. 2:** The decision of the School District shall be final and binding and the parties agree that such decision shall not be subject to the arbitration procedure.

**ARTICLE XV**  
**PROBATION PERIOD, DISCIPLINE AND DISCHARGE**

**Section 1. Probationary Period:** An employee under the provisions of this Agreement shall serve a probationary period of nine (9) months 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 recourse to the grievance procedure, but not the arbitration process, insofar as suspension, discharge or other discipline is concerned. However, a probationary employee shall have the right to bring a grievance on any other provisions of this Agreement alleged to have been violated.

**Section 2. Trial Period - Change of Classification:** An employee transferred or promoted to a different classification shall serve a trial period of six (6) months in any such new classification. During this six (6) month trial period, if it is determined by the School District that the employee's performance in the new classification is unsatisfactory, the School District shall have the right to reassign the employee to their former classification.

**Section 3. Access to Grievance Procedure:** An employee who has completed the probationary period may be suspended without pay or discharged for just 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**  
**403b MATCHING CONTRIBUTION PROGRAM**

**Section 1. Eligibility:** The 403b matching program will be available to all employees represented by this Agreement who are regularly employed by the district at least nine (9) months per year and twenty (20) hours per week. Employees are eligible to participate beginning on date of hire.

**Section 2. Participation:** Employees hired January 1, 1990, and thereafter will have the option of participating in the 403b matching program. The individual cap for District contributions is \$25,000. The election to participate is made annually and is effective for the entire year. The District will match up to 2% of the employee's regular salary. Employees may defer additional unmatched amounts of their compensation to the 403b program or in any other TSA of their choosing as is permissible by law. Employees are advised to seek advice from a qualified tax advisor or financial planner to ensure they meet permissible guidelines.

**Section 3. 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 School District's only obligation is to make contributions as specified in this Agreement and that no other claim shall be made against the School District pursuant to the 403b matching program.

**ARTICLE XVII**  
**GRIEVANCE PROCEDURE**

**Section 1. Grievance Definition:** A "grievance" shall mean an allegation by an employee or the Union steward and in the absence of a local steward, the Union, resulting in a dispute or disagreement as to the interpretation or application of any term or terms of this Agreement.

**Section 2. Representative:** The employee, administrator, or School District may be represented during any step of the procedure by any person or agent designated by the parties to this Agreement to act in their behalf.

### **Section 3. Definitions and Interpretations:**

**Subd. 1. Extension:** Time limits specified in this Agreement may be extended by mutual agreement.

**Subd. 2. Days:** Reference to days regarding time periods in this procedure shall refer to working days. A working day is defined as all weekdays not designated as holidays by state law.

**Subd. 3. Computation of Time:** In computing any period of time prescribed or allowed by procedures herein, the date of the act, event, or default for which the designated period of time begins to run shall not be included. The last day of the period so computed shall be counted, unless it is a Saturday, a Sunday, or a legal holiday, in which event the period runs until the end of the next day which is not a Saturday, a Sunday or a legal holiday.

**Subd. 4. Filing and Postmark:** The filing or service of any notice or document herein shall be timely if it is personally served or if it bears a certified postmark of the United States Postal Service within the time period.

**Section 4. Time Limitation and Waiver:** Grievances shall not be valid for consideration unless the grievance is submitted in writing to the school board's designee, setting forth the facts and the specific provision of the Agreement allegedly violated and the particular relief sought within fifteen (15) days after the date of 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. An effort shall first be made to adjust an alleged grievance informally between employee and the school board's designee. If the School District fails to provide notice of the School District designee for this procedure, any notice required by the grievance procedure may be served on the Superintendent.

**Section 5. Adjustment of Grievance:** The parties shall attempt to adjust all grievances, which may arise during the course of employment of any employee within the School District in the following manner:

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

**Subd. 2. Level II:** In the event the grievance is not resolved in Level I, the decision rendered may be appealed to the superintendent of schools, or designee, 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 or designee, the superintendent or designee shall set a time to meet regarding the grievance within ten (10) days after receipt of the appeal. Within ten (10) days after the meeting, the superintendent or designee shall issue a decision in writing to the parties involved.

**Section 6. School Board Review:** The school board reserves the right to review any decision issued under Level I or Level II of this procedure at the request of the grievant or at its own instance provided the school board or its representative notify the parties of its intention to review within ten (10) days after the decision in Level I or Level II has been rendered. In the event the school board reviews a grievance under this section, the school board reserves the right to affirm, reverse or modify such decision and at the option of the school board, a committee or representative(s) of the board may be designated by the board to hear the appeal at this level, and report its findings and recommendations to the school board. The school board shall then render its decision.

**Section 7. Denial of Grievance:** Failure by the School District or its representative to issue a decision within the time periods provided herein shall constitute a denial of the grievance and the employee may appeal it to the next level.

**Section 8. Arbitration Procedures:** In the event that the employee and the School District are unable to resolve any grievance, the grievance may be submitted to arbitration as defined herein:

**Subd. 1. Notice:** A decision to submit a grievance to arbitration must be in writing signed by the aggrieved party, and such notice must be filed in the office of the superintendent or designee within ten (10) days following the decision in level II or within ten (10) days after the decision of the school board if the school board reviews a decision pursuant to Section 6 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 prior submission of a grievance under the terms of this procedure, the parties shall, within ten (10) days after the decision to arbitrate, attempt to agree upon the selection of an arbitrator. If no agreement on an arbitrator is reached, either party may petition the Bureau of Mediation Services to appoint an arbitrator, pursuant to the P.E.L.R.A. twenty (20) days after petition for arbitration. The petition shall ask that the appointment be made promptly after the receipt of said petition. Failure to agree upon an arbitrator or the failure to petition an arbitrator from the Bureau of Mediation Services within the time periods provided herein shall constitute a waiver of the grievance.

**Subd. 4. Hearing:** The grievance shall be heard by a single arbitrator and both parties to this Agreement 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 to the Agreement will have the opportunity to submit evidence, offer testimony, and make oral or written arguments relating to the issues before the arbitrator.

**Subd. 5. Decision:** The decision by the arbitrator shall be rendered within thirty (30) days after the close of the hearing. Decisions by the arbitrator in cases properly brought before the arbitrator shall be final and binding upon the parties, subject, however, to the limitations of arbitration decisions as provided by in the P.E.L.R.A.

**Subd. 6. 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. The parties shall share equally the fees and expenses of the arbitrator, the cost of the transcript or recording if requested by either or both parties, and any other expenses, which the parties mutually agree are necessary for the conduct of the arbitration. However, the party ordering a copy of the transcript shall pay for such copy.

**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. 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 9. Grievance Form:** A form, which must be used for filing of grievances, provided herein as Attachment A, shall be provided by the School District. Such form shall be readily accessible in all school buildings.

**Section 10. Election of Remedies and Waiver:** A party instituting any action, proceeding or complaint in a federal or state court of law, or before an administrative tribunal, federal agency, state agency, or seeking relief through any statutory process for which relief may be granted, the subject matter of which may



constitute a grievance under this Agreement, shall immediately thereupon waive any and all rights to pursue a grievance under this Article. Upon instituting a proceeding in another form as outlined herein, the employee shall waive their right to initiate a grievance pursuant to this Article or, if the grievance is pending in the grievance procedure, the right to pursue it further shall be immediately waived. This section shall not apply to actions to compel arbitration as provided in this Agreement or to enforce the award of an arbitrator.

## **ARTICLE XVIII** **MISCELLANEOUS**

**Section 1. 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 their straight time hourly rate for regularly scheduled hours for 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 absence.

**Section 2. Automobile:** Employees will be reimbursed the approved IRS rate for authorized use of personal cars in connection with School District business.

**Section 3. Tax Sheltered Annuity:** The School District will continue to make available to employees the tax-sheltered annuity program pursuant to Minnesota Law and School District policy.

**Section 4. New Positions:** In the event the School District 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 School District 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 5. Change to an Existing Position:** In the event an existing position changes significantly, a revised job description should be submitted to Human Resources. The District will review the changes in job duties and discuss with the Union. The District will determine if a change in classification is warranted within forty-five (45) days.

**Section 6. Pay Dates:** Salary payments will be made in accordance with the School District's payroll policy. However, if the policy should propose a significant change in the salary payment schedule, the parties agree to discuss modification of this provision through the meet and confer process.

**Section 7. Notice of Union:** The employer shall forward to the Union steward, and in the absence of a local steward, the Union, e-mail correspondence of permanent job postings.

**Section 8. Retroactivity:** Retroactive pay shall be made to all employees covered by this Agreement. Retroactivity on all monetary issues shall apply to all employees including those employees whose status changes from regular employee to either layoff or termination provided the change in status occurs after the expiration of this contract and before the settlement of the new Agreement.

**Section 9. Sexual Harassment:** The School District and the Union recognize the School District policy (Policy 413 Harassment and Violence) which will confirm the School District's position concerning discrimination and harassment.

**Section 10. Equal Opportunity Employment:** The School District and the Union agree to abide by the School District policy on equal opportunity employment, and non-discrimination provisions under law and further agree to make such changes as may be required by law.

**Section 11. Activity Pass:** All employees covered by this agreement shall be admitted free of charge with their District-issued identification badge, along with a guest, to South St. Paul student activities (at home), excluding theatre performances.

**ARTICLE XIX**  
**DURATION**

**Section 1. Term and Reopening Negotiations:** This Agreement shall remain in full force and effect for a period commencing July 1, 2022, through June 30, 2024, and thereafter under modifications made pursuant to the P.E.L.R.A. If either party desires to modify or amend this Agreement commencing on July 1, 2024, it shall give written notice of such intent no later than May 1, 2024.

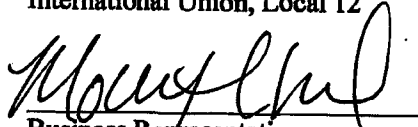
**Section 2. Effect:** This Agreement constitutes the full and complete Agreement between the School District and the exclusive representative. The provisions herein relating to terms and conditions of employment supersede any and all prior Agreements, resolutions, practices, School District policies, rules or regulations concerning terms and conditions of employment inconsistent with these provisions.

**Section 3. 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.

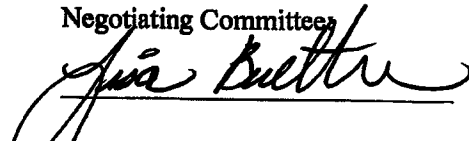

**Section 4. Severability:** The provisions of this Agreement shall be severable, and if any provision thereof or the application of any such provision under any circumstances is held invalid, it shall not affect any other provision of this Agreement or the application of any provision thereof.

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

**Office and Professional Employees  
International Union, Local 12**

  
Business Representative

**Negotiating Committee**


  



Dated: 4/9/23

**Special School District No. 6  
South St. Paul Public Schools**

  
School Board Chair

  
School Board Vice Chair

  
Joel Milteer  
Director of Human Resources

  
Brady Hoffman  
Director of Finance

Dated: 4/13/23

**APPENDIX A**  
**CLASSIFICATIONS**

CLASSIFICATION III	Elementary Office Assistant Secondary Office Assistant District Records Assistant
CLASSIFICATION IV	Academic Support Specialist Early Learning Administrative Assistant Nutrition Services/B&G Administrative Assistant
CLASSIFICATION V	Elementary Principal Administrative Assistant Equity & Learning/Technology Director Administrative Assistant Secondary Principals Administrative Assistant Student Services Director Administrative Assistant Activities Director Administrative Assistant Student Support Services Administrative Assistant Community Learning Center Administrative Assistant Enrollment/Transportation Specialist Community Education Administrative Assistant

**Schedule A**  
**Salary Schedule**  
**2022-23**

	<u>Class III</u>	<u>Class IV</u>	<u>Class V</u>
1	\$22.10	\$23.25	\$24.00
2	\$22.60	\$23.75	\$24.50
3	\$23.10	\$24.25	\$25.00

**Schedule B**  
**Salary Schedule**  
**2023-24**

	<u>Class III</u>	<u>Class IV</u>	<u>Class V</u>
1	\$22.60	\$23.77	\$24.50
2	\$23.11	\$24.28	\$25.05
3	\$23.62	\$24.80	\$25.56

**ATTACHMENT A  
Grievance Report Form**

**Special School District No.6  
South St. Paul, Minnesota**

Name of Grievant: \_\_\_\_\_

Building: \_\_\_\_\_

Name of Exclusive Representative: \_\_\_\_\_

Date Grievance Occurred: \_\_\_\_\_

Statement of Facts:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Specific Provisions of Agreement Allegedly Violated:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Particular Relief Sought:

\_\_\_\_\_  
\_\_\_\_\_

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

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

cc: Director of Human Resources  
Immediate Supervisor  
Local 12 Office