# AFSCME Local 207-2 (Administrative Professionals) Agreement

Independent School District No. 318
650 SW 7th Avenue
Grand Rapids, Minnesota 55744

## 2025-2026 2026-2027

July 1, 2025 through June 30, 2027

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## Article I
## Purpose

**SECTION 1. Parties:** ***This Agreement*****,** entered into between the School Board of Independent School District No. 318, Grand Rapids, Minnesota, hereinafter referred to as the School Board, and American Federation of State County and Municipal Employees Council 65, Local 207-2, hereinafter referred to as the Exclusive Representative, pursuant to and in compliance with M.S. 179.6 and M.S. 179A.06 the Public Employment Labor Relations Act, hereinafter referred to as P.E.L.R.A., to provide the terms and conditions of employment for Administrative Professionals during the duration of this Agreement.

## Article II
## Recognition of Exclusive Representative

**SECTION 1. Recognition:** In accordance with P.E.L.R.A., the School Board recognizes the American Federation of State County and Municipal Employees Council 65, Local 207-2 as the Exclusive Representative of Administrative Professionals employed by the School Board of Independent School District No. 318, which Exclusive Representative shall have those rights and duties as prescribed by P.E.L.R.A. and as described in the provisions of this Agreement.

**SECTION 2. Appropriate Unit:** The Exclusive Representative shall represent all employees of the district who are covered by this Agreement.

## 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. Employee(s):** Shall mean all persons in the appropriate unit employed by the School Board, but shall not include confidential employees, supervisory employees, essential employees, part-time employees whose services do not exceed the lesser of 14 hours per week or 35% of the normal work week of this bargaining unit, employees who hold positions of a temporary or seasonal character for a period not to excess of 100 working days in any calendar year and emergency employees.

**SECTION 3. Other terms:** Terms not defined in this Agreement shall have those meanings as defined by P.E.L.R.A.

## Article IV
## School Board Rights

**SECTION 1. Inherent Managerial Rights:** The Exclusive Representative 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.

**SECTION 2. Management Responsibilities:** The Exclusive Representative 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 3. Effect of Laws, Rules and Regulations:** The Exclusive Representative recognizes that all employees covered by this Agreement shall perform the secretarial and non-secretarial services prescribed by the School Board and issued by properly designated officials of the school district. The Exclusive Representative also recognizes the right, obligation and duty of the School

Board and its duly designated officials to promulgate rules, regulations, directives and orders from time to time as deemed necessary by the School Board insofar as such rules, regulations, directives and orders are not inconsistent with the terms of this Agreement. In addition, the Exclusive Representative 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 of Minnesota, federal laws, rules and regulations of the State Board of Education, and valid rules, regulations and orders of state and federal government agencies. Any provisions of this Agreement found to be in violation of any such laws, rules, regulations, directives or orders shall be null and void and without force and effect.

**SECTION 4. Reservation of Managerial Rights:** The foregoing enumeration of Board rights and duties shall not be deemed to exclude other inherent management rights and management functions not expressly reserved herein, and all management rights and management functions not expressly delegated in this Agreement are reserved to the School Board.

## Article V
## Employee Rights

**SECTION 1. Right to Views:** Nothing contained in this Agreement shall be construed to limit, impair or affect the right of a covered 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 time is not designated 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 if there is one; nor shall it be construed to require a covered employee to perform labor or services against their will.

**SECTION 2. Right to Join:** Covered employees shall have the right to form and join such labor or employee organizations, and shall have the right not to form and join such organizations. Employees in this appropriate unit shall have the right by secret ballot to designate an Exclusive Representative for the purpose of negotiating grievance procedures and the terms and conditions of employment for such employees with the School Board of such unit.

**SECTION 3. Dues Check Off:** Employees shall have the right to request and be allowed dues check off as stipulated in M.S. 179A.06 Subd. 6. Such authorization shall continue in effect from year to year unless revoked in writing to the unit by the participant. The unit will advise the business office of any changes in dues rate by December 15th of each year. When a bargaining unit member has so authorized a dues deduction, such authorization cannot be canceled except during the month of August each year. Employees who wish to cancel must do so in writing with the unit by August 31st.

**SECTION 4. Union Access:** Representatives of the Union shall have access to the premises of the School District during normal business hours if it does not disrupt normal District operations.

**SECTION 5. Seniority Clause:**

**Subd 1. Seniority Shall be Defined as:** The amount of full-time continuous service as a member of this negotiating unit with School District 318 commencing with the first day of service to the School District as listed on the employee certification. In case of a tie, the employee with the lower PERA number will be considered to be more senior.

- **a)** An up-dated seniority list shall be supplied to the Exclusive Representative within thirty (30) days after each school year commences.
- **b)** Employees shall have thirty (30) days from the posting of the seniority list to appeal their rating.
- **c)** Such list shall become a part of this Agreement.

**Subd. 2. Severance of Seniority Shall be Outlined as:**

a) They voluntarily resign from employment
b) They are discharged

c) They fail to report for work after layoff within fifteen (15) days of recall or after recall rights end

**Subd. 3. Definitions:**

a) ***"Employee"*** shall mean one primarily employed to handle correspondence, manage routine or detailed work and perform other assigned duties to assist a supervisor. If additional employees are employed through reorganization or added positions, each position will become part of the seniority list.

b) ***"Qualified"*** shall mean possessing the necessary skills, education and/or experience, as required by the current job description.

**SECTION 6. Unrequested Leave or Reduction of Hours: Termination of administrative professional staff due to loss of student population, lack of funds, discontinuance of position or merger of schools:**

**Subd. 1. Process of ULA**: The School Board may place an employee on unrequested leave of absence without pay or fringe benefits for a period of up to two calendar years from the time such leave commences.

a) First the District shall notify the Exclusive Representative, no later than 30 days prior to considering a layoff.

b) Reduction of staff shall occur based on seniority. A senior employee may exert his/her seniority preference over a junior employee in any department or classification of work of which they are qualified. The senior employee who is impacted by further job elimination or is bumped by another employee will have the opportunity to start the bumping process, exerting their seniority over a junior employee.

c) The senior employee who is impacted by ULA will be afforded a three (3) consecutive month trial period after bumping into a new position. If the employee is deemed not qualified after the trial period, they will then be placed on ULA.

**Subd. 2. Process of Reduction in Force:** The School Board may reduce the number of working hours for an administrative professional position on a per day, month or year basis.

a) If such a reduction results in more than a twenty percent (20%) reduction in certified hours, the employee must be offered the next open position in the same or a lower classification which has hours equal to or above their previous position.

b) Rejection of a position in a lower classification by the employee does not negate the right of the employee to the next open position in the same or a lower classification.

**Subd. 3. Process of Reinstatement**:

1. The employer will offer employees open bargaining unit positions they are qualified for as they become available.
2. An employee displaced by seniority will have reinstatement rights for two (2) years from the date of bump or layoff for a position from which the employee was released or a position for which the employee is qualified.
3. Employees shall be reinstated by seniority.
4. Failure to return to work within fifteen (15) calendar days of notice of reinstatement shall terminate all right to recall.
5. Notice of reinstatement shall be in the form of a registered letter sent to the employees last address on file with the employer. It shall be the employee's duty to notify the employer of any address change.
6. No new employee will be employed to fill a permanent vacant position if a bargaining unit employee is on layoff status that meets the qualifications.
7. Any employee who is placed on unrequested leave may accept employment in another position or in any other occupation during the released time.

## Article VI
## Basic Schedules and Rates of Pay

**SECTION 1. 2025-26 and 2026-27 Salary Schedules:** The wages and salaries reflected in Schedule A and Schedule B, attached hereto, shall be a part of this Agreement for the **2025-26 and 2026-27** school years.

**SECTION 2. Vacancies:** All administrative professional job vacancies will be posted within the district and emailed to the President of the ISD 318 Administrative Professionals, Local 207, at least seven (7) working days prior to being filled.

All bargaining unit employees who apply and qualify for a posted position shall receive preference over non-district applicants and equally qualified less senior unit applicants. The final decision concerning placement in a position will be made based on qualifications listed in the current job description.

All bargaining unit applicants shall be interviewed for positions. If they are not selected, they can request and will receive a written response stating reasons why they did not meet the qualifications of the job description.

**SECTION 3. Basic Schedules and Rates of Pay:** Administrative professionals employed prior to February 1 shall be entitled to receive an increment raise for the following year. Employees employed on or after February 1 shall not be eligible to receive an increment raise for the following year.

**SECTION 4. Pay Periods:** All school-term employees shall be certified for all basic hours scheduled.

**Subd. 1.** Pay periods will be regularly scheduled throughout the year. Pay will be provided following the end of the pay period in which it is worked, per the payroll calendar that will be released in June of each year.

**Subd. 2.** All wage payments due to employees initially hired after January 1, 2002 will be done through direct deposit (electronic transfer) except for instances of written objection per M. S. 177.23 Subd 4.

**SECTION 5. Experience:** Generally, no more than one year of experience will be allowed for employees new to the district (placement on Step 2). Employees previously employed who return to the district within two years after leaving will be allowed their previous level of experience and fringe benefits.

**SECTION 6. Movement Between Classifications:**

**Subd. 1. Promotion:**
When an employee is promoted to a different position in the next highest classification, the employee will be moved laterally onto the same step in the new classification. When an employee is promoted to a different position which is greater than one classification higher than their current position, the employee will be moved in the following manner: Current step placement of 1 stays on 1 in new classification, current placement of step 2 moves to step 1 in new classification, current placement of step 3 moves to step 2 in new classification, and current placement of step 4 moves to step 2 in new classification.

**Reclassification of current position:** If an employee's current job is placed in a higher classification, the employee shall be moved laterally onto the same step in the new classification and receive that higher rate of pay.

**Subd. 2.** If an employee is transferred or moved from one classification to another or if an employee's job is placed in a lower classification, the employee shall be moved laterally onto the same step in the lower classification without loss of pay. However, no further salary increases will

be allowed until the salary at the next highest step on the employee's new classification is more than the employee's carryover salary level.

**Subd. 3.** If an employee voluntarily moves to a lower classification, the employee shall be moved laterally onto the same step in the lower classification and be paid at a lower rate of pay.

**Subd. 4.** If an employee fills a temporary vacancy which is a different classification, he/she will be paid at the rate of pay for that classification at her/his current step.

**SECTION 7. Reclassification:** In the event an employee's job responsibilities change, then that employee shall be reclassified to the next higher classification providing that the employee's new responsibilities warrant a change.

This reclassification shall be subject to a review by a committee consisting of (1) school building employee, (1) non-school building employee, and the Local #207-2 President, selected by the Unit, and (3) members of the Administration. The decision of the committee will result in a recommendation, with the final approval required by the Superintendent.

**SECTION 8. Pay Equity Report:** The District shall provide to Local President 207-2 a copy of the pay equity report once completed and approved by the School Board.

## Article VII
## Group Insurance

**SECTION 1. Health and Hospitalization Insurance:**

**Subd. 1. Premium Contributions:**

a) District contributions for employees' medical insurance for all full-time employees who qualify for and are enrolled in the school district group health and hospitalization plan shall be as follows: The District shall contribute 100% of the premium cost for each single coverage subscriber and 90% of the premium cost for each family coverage subscriber, except that at no time shall the District be responsible for contributions toward the cost of the family coverage, of any such premium in an amount exceeding 100% of the cost of such premium during the immediately preceding year. Premium costs beyond the contribution of the District shall be borne by the subscriber.

b) Full-time employment shall be defined as certified for at least 6 hours per day for all certified days in a fiscal year. Employees whose hours are below full time status will receive prorated District contributions based on their percentage of full time.

c) **Married Spouse District Contributions**: If a bargaining unit member is married to another district employee, the following will apply in calculating the district portion of the premium(s). The two employees may choose either of the following:

- Each takes a single plan. No change will be made to calculating the district cost of premiums; the district will contribute the single district portion of the premium for each employee according to their applicable contract.
- The employees may choose to have one family plan. If a family plan is selected the district will pay the contractual district portion of the premium for the policyholder. The non-policyholder spouse will be eligible for district paid premiums up to the single district portion of the premium for their applicable contract. The district will never pay more than the full cost of the family premium.

**Subd. 2. Insurance Plan:**

a) Effective 10/1/23 all active employees who qualify for and are enrolled in the school district group health and hospitalization plan shall have the Board approved high deductible healthcare plan with a Health Savings Account (HSA).

b) Those that retire prior to 10/1/23 will be grandfathered into the plan they retired on. Those that retire on or after 10/1/23 will have the same plan as active employees.

c) The single plan will have the minimum required deductible to offer an embedded deductible plan[1], currently 3,300 (2025) and 3,400 (2026) per year. The family deductible will be double the single deductible, currently 6,600 (2025) and 6,800 (2026) per year

**Subd. 3. HSA Contributions by the District:** District contributions into participating employee's HSA shall be as follows:

- The employer will contribute 50% of the annual deductible for each active single and family plan.
- As the IRS increases the deductible the District's annual contribution will automatically increase and be equal to half of the new deductible.
- District HSA contributions will be prorated for partial years of service.
- In the event the District decides to change the medical plan year and a shortened medical plan year is needed to implement the new plan year, the District will contribute the full year's HSA contribution for the partial year.
- HSA contributions will be prorated for partial years on the plan, or movement mid-year between single or family plans. Proration will be calculated by taking the annual contribution and dividing by 12 months in the year. The employee will receive that calculated monthly amount for each month they are enrolled in the plan, at the level they are enrolled in (single or family).
- In the event the employee notifies the district they are not eligible for a HSA, no money will be paid into an HSA for the employee, and no additional benefits will be made in lieu of the HSA contributions.

**Subd. 4. HSA Disbursements:** Beginning in the 26-27 plan year, HSA contributions will be made two times per year on the October 15th and April 15th paychecks.

**Subd. 5. Hardship:** Should an employee lack sufficient funds in their HSA account for verifiable medical debt, they may, at the employee's option, request an advance of contractually afforded deductible contributions. The district will disperse monies for employee requests upon submission of the appropriate form in amounts not less than $250.00. The District will never contribute more than will be owed into the employee's HSA for the remainder of the fiscal year. This form can be accessed by contacting the payroll department.

**Subd. 6.** New employees must make individual application for such insurance within 30 days of their employment by the school district in order to qualify for membership. If application is made after the 30 day period the employee will follow late enrollment procedures as directed by plan document.

**Subd. 7.** Any changes between individual and family coverage must be applied for by the individual employee.

**Subd. 8.** Employees whose services have been terminated are entitled to COBRA; coverage under this policy providing the terminated employee assumes the full cost of the premiums.

**Subd. 9.** No changes shall be made to this section to change the aggregate value of benefit to the health insurance program in compliance with Minnesota Statute 471.6161.

**SECTION 2. Income Protection Insurance:** An income protection plan is made available to all full-time employees. Acceptance of the plan is voluntary on the part of the employee. The School Board shall contribute the full cost of the income protection premium for each full-time employee. The full premium shall also be paid for all nine (9) month employees during the summer months. No additional compensation will be paid to those who choose not to accept the plan.

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[1] The Internal Revenue Service (IRS) requires that the minimum statutory deductibles for plans with HSAs be indexed for inflation. To remain compliant with IRS rules and offering an embedded deductible plan, the yearly deductibles will increase in future years. Increases will be the minimum required on a single plan to offer an embedded deductible, and family deductibles will be double the single.

**SECTION 3. Life Insurance:** The District will provide a $50,000.00 term life insurance policy for all employees. Coverage beyond the $50,000.00 is available but it must be paid for in full by the employee, via payroll deductions. Life insurance amounts will follow the parameters set in the life insurance policy, i.e. Working past the age of 70 may see a reduction in the life insurance value.

**SECTION 4. Retired Employees *hired prior to July 1, 2007 (GROUP I)*:**
Retired employees are eligible to participate in a health and hospital insurance plan designed to supplement Medicare benefits. Retirees who qualify for this program are eligible for the following monthly benefits: (The amount may change every plan year.)

**Subd. 1.** The employee must have served the District for at least 10 years prior to retirement. Years of service shall be calculated from the annual accumulation beginning with the first day of service. Employees hired after July 1, 2004, must have 15 years of service prior to retirement.

**Subd. 2.** The retiree must be a member of the Health and Hospital Insurance Plan immediately prior to retirement.

**Subd. 3.** The retiree must be a minimum of 55 years of age to be eligible. The exception shall be retirement for medical reasons as defined by eligibility for Social Security disability benefits. Retirees who are eligible for Medicare (parts A and B) must be enrolled in both Medicare (parts A and B) in order to be eligible for continuation in the health plan.

**Subd. 4.** Beginning Sept. 1, 1999, District contributions for retiree's medical insurance shall be as follows: The District shall contribute 100% of the premium cost for each single coverage subscriber and 90% of the premium cost for each family coverage subscriber, except that at no time shall the District be responsible for contributions toward the cost of such premium in an amount exceeding 100% of the cost of such premium during the immediately preceding year. Premium costs beyond the contribution of the District shall be borne by the subscriber.

**Subd. 5. Surviving Spouse Allowed to Remain in Medical Insurance Group:**
After the death of a retired member, the surviving spouse, if covered by District group medical insurance at the time of the member's death, may remain in the group by bearing the entire cost of the appropriate premium.

**Subd. 6. Retiree HCSP Contributions:** Any active employee hired before 7/1/2007 who retires on the High Deductible Health Plan, who is eligible for retirement and qualified for retiree health benefits, shall have the following contributions into a Health Care Savings Plan. Contributions will be prorated for employees who are less than full-time. In order to be eligible for this payment, the employee must provide notification of retirement to the District at least three (3) weeks prior to retirement.

- 2023-24 - $14,000
- 2024-25 - $12,000
- 2025-26 - $10,000
- 2026-27 - $8,000
- 2027-28 - $6,000
- 2028-29 - $4,000
- 2029-30 - $2,000

***SECTION 5 Retired Employees hired after June 30, 2007 (GROUP II):***
Retired employees are eligible to participate in the district group medical insurance plan by bearing the entire cost of the appropriate premium if covered by the district group medical insurance at the time of retirement.

**Subd. 1. Current Plan Enrollment Requirement**
The retiree must be a member of the Health and Hospital Insurance Plan immediately prior to retirement.

**Subd. 2. Age Requirement**
The retiree must be a minimum of 55 years of age to be eligible. The exception shall be retirement for medical reasons as defined by eligibility for Social Security disability benefits. Retirees who are eligible for Medicare (parts A and B) must be enrolled in both Medicare (parts A and B) in order to be eligible for continuation in the health plan.

**Subd. 3. District Contributions to the MSRS Health Care Savings Plan during employment:**
District Contributions will be made to a Health Care Savings Plan for Group II employees in the following manner:
Upon completion of 5 years of service as an active employee the district will contribute $1,000 annually (pro-rated for less than full-time) to the Minnesota State Retirement System (MSRS) Health Care Savings Plan (HCSP) account for the employee. The District's contribution shall be based on full time employment, which is defined as at least 6 hours per day for all certified days in a fiscal year. Less than full time shall be prorated. This contribution will continue annually for the duration of active employment. Employee must be enrolled in the health plan in order to receive this annual contribution.

**Subd. 4. Surviving Spouse Allowed to Remain in Medical Insurance Group:**
After the death of a retired member, the surviving spouse, if covered by District group medical insurance at the time of the member's death, may remain in the group by bearing the entire cost of the appropriate premium.

## Article VIII
## Leave Authorization

**SECTION 1. Paid Absence:**

**Subd. 1.** 13 days will be accrued per year for 9 month employees, 14 days per year for 10 month employees and 15 days for 12 month employees. Employees working less than 9 months in any given year will receive a prorated portion of leave.

**Subd. 2.** No more than 5 days of absence per year will be approved for personal reasons and emergency reasons combined and will be allocated to personal leave. The remaining days will be allocated as earned sick and safe leave (sick).

**Subd. 3.** An unlimited number of paid absence leave days may be accumulated.

**Subd. 3a**. Employees who work less than 12 months may carry over a maximum of 3 personal days, accumulative to 8. Any leave not able to be carried over will be placed into the employee's sick bank. 12-month employees remaining personal leave will be placed into the employees' sick bank.

**Subd. 4.** Sick leave is allowed for the family members and usage reasons indicated in MN Statute 181.9445-181.9448. If Minnesota's Earned Sick and Safe Time Law goes away or the relationships change, employees will be able to use sick leave for the following reasons and relationships: personal illness of the employee or to care for the illness or injury of the employee's immediate family, which includes spouse, child, parent, sibling, grandparent, grandchild, mother-in-law, and father-in-law.

**Subd. 5.** The School Board may require an employee to furnish a medical statement from a qualified physician only as allowed in Statute. However, the final determination as to the eligibility of an employee for paid absence leave pay is reserved by the School Board.

**Subd. 6.** In the event that a medical certificate will be required, the employee will be so advised.

**Subd. 7.** Paid absence leave allowed shall be deducted from the accrued paid absence leave days earned by the employee.

**Subd. 8.** Absences shall be requested using the district absence procedure.

**SECTION 2. Child Care Leave:**

**Subd. 1.** A childcare leave may be granted by the District subject to the provisions of this section. Childcare leave without salary or fringe benefits may be granted because of the need to prepare for and provide parental care for a child or children of the employee for an extended period of time, providing such parent is caring for the child on a full-time basis.

**Subd. 2.** An employee making application for a child care leave shall inform the Superintendent in writing of the intention to take a leave at least two calendar months before commencement of the intended leave. The employee and the Superintendent will discuss the several possible dates for the beginning of the child care leave to consider and select the date which best serves the needs of the employee and the District. If the request for childcare leave is due to pregnancy, the employee will also provide a statement from her physician indicating the expected date of disability.

**Subd. 3.** When the childcare leave is occasioned by pregnancy, an employee may utilize paid absence leave pursuant to the paid absence leave provisions of this Agreement during a period of disability. However, an employee shall not be eligible for paid absence leave during the period of time covered by a child care leave. (This may be altered in case of complications through a conference between the physician, employee and administration.) If requested by the pregnant employee, the beginning of the child care leave may be scheduled after the medical disability associated with the birth.

**Subd. 4.** The District may adjust the proposed ending date of a child care leave to coincide with some natural break in the school year.

**Subd. 5.** The District shall not be required to permit the employee to return to employment prior to the agreed upon return date unless mutually agreed to by the District and the employee, and shall not, in any event, be required to grant any leave more than twelve months in duration.

**Subd. 6.** An employee returning from childcare leave shall be reinstated to her former position or one of like status and pay.

**Subd. 7.** Failure of the employee to return pursuant to the date determined under this section shall constitute grounds for termination unless the District and the employee mutually agree to an extension in the leave.

**Subd. 8.** An employee who returns from child care leave within the provisions of this section shall regain all seniority, salary and fringe benefits when she returns to work which she had acquired prior to taking child care leave.

**Subd. 9.** An employee on child care leave is eligible to participate in group insurance programs if permitted under the insurance policy provisions but shall pay the entire premium for such programs as the employee wishes to retain, commencing with the beginning of the child care leave. The right to continue participating in such group insurance programs, however, will terminate in accordance with Article VII, Section 1, Subd. 5, if the employee does not return to the District pursuant to this section.

**SECTION 3. Health Leave:**

**Subd. 1.** An employee may be granted a leave of absence for health reasons. Request shall be submitted in advance of the leave and shall be accompanied by a recommendation from a physician competent in the field. All paid absence leave and earned vacation days will be used before health leave is granted.

**Subd. 2.** All requests for health leave must be submitted in writing to the Superintendent of Schools. The request shall indicate the proposed commencement and termination dates.

**Subd. 3.** The leave will not exceed twelve months.

**Subd. 4.** Health leaves shall be without pay.

**A.** Short-term health leave (up to 30 working days): The employee shall be returned to his/her same position.

**B.** Long-term health leave (up to 90 working days): The employee shall be returned to the same or like position. If more than 90 days, the position will be posted.

**C.** Extended long-term health leave (between 90 working days and one year): The employee will have opportunity to a like position, if available, or the opportunity to fill the next opening for a like position, if no position is available. If like position is not available after 90 days, a lower position may be offered. If the position is discontinued during the employee's absence, return to employment shall be governed by the seniority policy. If an employee rejects a position upon being eligible to return from an extended health leave, the employee shall have (90) ninety days to accept a position or the employee shall be terminated.

**D.** If the absence extends beyond one year, the school district shall have the sole right to terminate the employee.

**Subd. 5.** Health leaves, which are granted pursuant to the provisions of Subd. 4. paragraphs A and B shall not constitute a break in the continued employment (seniority) status of the employee. After 90 days of extended health leave absence, the employee will not accumulate additional seniority or paid absence leave for extended health leaves.

**SECTION 4. Dependent Care Leave:** An employee may be granted an unpaid dependent care leave, at the sole discretion of the Superintendent or designee, for the purpose of providing home medical care or care to a hospitalized critically ill son, daughter, spouse or parent. Such leave shall not exceed a period of six months. During an approved leave, should the ill son, daughter, spouse or parent no longer require home medical care, the employee would require to report back to work. A written leave request must be submitted and shall include:

**1.** A description of the need for the leave;

**2.** Expected length of time needed for the leave;

**3.** Physician's statement attesting to the need and level of care required or to be provided

An employee shall provide the District with sufficient notice of his/her intent to return to work prior to the expiration date of the leave.

**SECTION 5. Vacation:** (For 12 month employees only) Vacation will be earned by employees according to the listed table. A year of service is any fiscal year in which the employee was certified as an administrative professional prior to February 1st and completed the fiscal year. Employees employed on or after February 1st will receive pro-rated vacation but the partial year will not count as a year of service.

| Years of Service Completed | Year of Service | Vacation |
|---|---|---|
| 0 | 1st | Equivalent of 15 vacation days per work year *(pro-rated)* |
| 1-9 | 2nd - 10th | Equivalent of 15 vacation days per work year |
| 10-18 | 11th - 19th | Equivalent of 20 vacation days per work year |
| 19+ | 20th ++ | Equivalent of 25 vacation days per work year |

**Subd. 1.** Vacation hours shall accrue to an employee's vacation account at the end of the month in which they were earned. Employees shall be allowed to hold two (2) years of vacation accruals at any given time.

**Subd. 2.** In the event of the death of any employee who has earned any vacation, the vacation pay will be paid to the beneficiary as designated in the employee's life insurance policy.

**Subd. 3.** Vacation absences shall be requested using the district absence procedure.

**Subd. 4.** Not more than one person from each department should be on vacation at one time.

**Subd. 5.** Subject to the immediate supervisor's approval, an employee may be allowed to take their current year's vacation prior to the time such days are earned. However, if an employee's employment is subsequently terminated, all advanced but unearned vacation days must be repaid to the District.

**Subd. 6.** Any employee who leaves the employment of the School District shall be paid for any unused vacation days on record.

**SECTION 6. Holidays:**

**Subd. 1.** In addition to vacation, 12 month employees shall have 14 holidays per year.

| | | |
|---|---|---|
| Labor Day | Thanksgiving Day | Christmas Eve Day |
| Christmas Day | New Year's Day | Good Friday |
| Memorial Day | Juneteenth | Fourth of July |
| Martin Luther King Day | Easter Monday | Floating Holiday |
| Day after Thanksgiving | Presidents Day | |

If school is in session on any holiday, the district will provide a different holiday in lieu of.

**Subd. 2.** One floating holiday will be allowed each fiscal year (July 1 – June 30) at the individual employee's option. New hire eligibility for a floating holiday is defined as 12 month employees certified to work prior to February 1st.

**Subd. 3.** School-term employees shall be entitled to 5 paid holidays during the school year when they are required to work during the scheduled days immediately preceding and following (weekends excluded). The five holidays shall be:

| | | |
|---|---|---|
| Labor Day | Presidents Day | Martin Luther King Day |
| Memorial Day | Thanksgiving Day | |

If school is in session on any holiday, the district will provide a different holiday in lieu of.

**Subd. 4.** Legal holidays falling on Saturday or Sunday will be observed on Friday or Monday as specified by Minnesota State Law, Statute (654.44).

**SECTION 7. Bereavement Leave:**

**Subd. 1.** Up to 5 days of leave is allowed for the death of an employee's relatives as follows: Spouse, child, spouse's child, sibling, parent, grandparent, spouse's parent, spouse's sibling, spouse's grandparent, and grandchild.

**Subd. 2.** The number of funeral days allowed is to be determined by the Superintendent or his designee on a case-by-case basis depending upon distance and related factors.

**Subd. 3.** Request for bereavement leave for persons other than those cited above will be deducted from the employee's sick leave balance for up to two days per year. At the Superintendent's discretion, additional time off may be granted for this purpose.

**SECTION 8. Court Duty**

**Jury Duty:** An employee serving on jury duty will be paid an amount which, together with stipend received for jury duty, will be equal to said employee's regular wage in accordance with State law.

**Court Duty in relation to position with School District:** An employee appearing in court under subpoena relating to their employment with the school district will be paid an amount which, together with salary received for witness fees, will be equal to said employee's regular wage.

**Court Duty for non-district purpose:** An employee, when subpoenaed as a witness, defendant, or plaintiff, shall be granted a day of emergency leave, if annual emergency day is available, without loss of pay. Time beyond available emergency leave will result in either the use of paid personal/vacation leave (if available) or an approved absence without pay.

**Court Duty in relation to litigation between employee and the District:** If the employee's absence is caused by litigation between the employee and the District, the absence will result in an approved absence without pay or use of available personal/vacation leave time.

**SECTION 9 Education Leave:**

**Subd. 1.** The School board may grant an unpaid educational leave of up to 12 calendar months to a currently employed administrative professional, with at least 3 years of seniority, who makes a written application for educational leave.

**Subd. 2.** The ending date of the leave must coincide with a natural break in the school year.

**Subd. 3.** An employee returning from education leave shall be reinstated to her/his former position or one of like status and pay.

**Subd. 4.** An employee returning from education leave within the provisions of this section shall regain all seniority, salary and fringe benefits when she/he returns to work which she/he had acquired prior to taking the leave.

**Subd. 5.** An employee on educational leave is eligible to participate in group insurance programs if permitted under the insurance policy provisions but shall pay the entire premium for such programs as the employee wishes to retain, commencing with the beginning of the educational leave. The right to continue participating in such group insurance programs, however, will terminate in accordance with Article VII, Section 4, if the employee does not return to the District pursuant to this section.

**SECTION 10 General Leave:**

**Subd. 1.** The School Board may grant an unpaid leave of absence upon approval of the employee's immediate supervisor and the superintendent. An employee must have been employed for a minimum of 1100 certified hours to be eligible to apply for a general leave.

**Subd. 2.** A general leave shall not extend beyond 12 calendar months. An extension may be requested according to procedures specified in Subd. 1.

**Subd. 3**. An employee returning from a general leave shall be reinstated to her/his former position or one of like status and pay.

**Subd. 4.** An employee on leave of absence shall not be eligible for fringe benefits at District expense during the leave period, but may participate at the employee's own expense.

**Subd. 5.** An employee returning from leave of absence within the provisions of this section shall regain all seniority, salary and fringe benefits which had been acquired prior to taking the leave.

**SECTION 11 Union Leave:** Union members will be granted leave with pay to conduct matters of union business at a regional, state or local level. The total of all such leaves, with pay, will not exceed five (5) days per school year.

District level meetings scheduled or agreed to by the district that are held during the workday will not be included in the five-day yearly maximum, and will not result in a pay deduction or paid absence time needed.

## Article IX
## Hours of Service

**SECTION 1. Basic Day:**

**Subd. 1.** A regular work week shall consist of 37 hours during the school year and 35 hours during the months of June, July and August, exclusive of a lunch period.

**Subd. 2.** The school district reserves the right to employ such personnel as it deems necessary for more or less than 37 (35 in summer) hours per week, exclusive of a lunch period.

**SECTION 2. Overtime:**

**Subd. 1.** Employees will be paid at straight time for all hours worked up to 8 hours per day.

**Subd. 2.** Overtime will be compensated at time and one-half for hours worked beyond 8 hours per day. The final decision rests with the immediate supervisor and the Superintendent of Schools.

**Subd. 3. Compensatory Time:** Employees may opt to take compensatory time off in lieu of additional hours or overtime if pre-approved by their supervisor. Compensatory time off shall only be accrued for hours beyond their scheduled hours, and shall be earned at the rate of one hour per regular hour comped and one and a half hours per overtime hour comped. The employee's bank is subject to a 40 hour cap. Compensatory time will be tracked in accordance with the district procedure.

**Subd. 4. Call Back Pay:** An employee who is called back to work on an unscheduled basis shall work and be compensated for a minimum of two hours and with the supervisor's permission, may work an additional two hours with compensation.

**SECTION 3. Holiday Work:** All work performed on a day designated as a holiday, as requested by the supervisor, will be paid at one and one-half times the employee's regular hourly rate of pay.

**SECTION 4. Office Hours:** Times schedules for opening and closing offices and departments shall be determined by the immediate supervisor and shall be approved by the Superintendent.

**SECTION 5. Emergency Closings:** The employees shall be paid for an employee day lost for any school emergency. However, the employee may be required to perform duties on a day in lieu thereof as the School Board or its designated representative shall determine, if any.

**SECTION 6. Strikes or Work Stoppages:** In the event of a strike or work stoppage by other district employees, employees in this unit shall remain on duty to assist their immediate supervisors.

**SECTION 7**. **Compensation:** In no event will the compensation for employees in this unit be reduced or suspended due to a strike or work stoppage by other District employees.

**SECTION 8. After Hours Phone Calls:** An annual stipend of $500 will be paid for building lead (High School, Middle School, Bigfork, East, West, and Cohasset Elementary), transportation, and facilities administrative professionals for phone correspondence outside of working hours.

Payment will be made at the end of each school year once a claim form and activity log is submitted to payroll.

## Article X
## Retirement Benefits

**SECTION 1. One-Time Retirement Payment:**

**Subd. 1.** Any member of the bargaining unit, who has at least 10 years of District experience beginning with the first day of service and calculated annually thereafter and retires, shall be eligible for a One-Time Retirement Payment to be determined as follows:

A. Number of unused paid absence leave days x $30.00, not to exceed 175 days, or $5,250.00.

B. Payment will be made after January 1, of the year following the retirement unless approved by the Superintendent.

C. In the event of the death of an active employee that would qualify for the One-Time Retirement Payment, the benefit will be paid to the surviving spouse, or, if there is not a surviving spouse, then to the estate of the deceased employee.

**SECTION 2. District Matching Retirement Program:**

**Subd. 1**. Subject to Minnesota Statute 352.965 and 356.24, Employees may participate in the State 457 Plan or with a District approved 403B Plan with District match as follows:

A. An employee may contribute up to the yearly limit set by the above Minnesota rules.

B. The District will match an employee's contribution into a chosen retirement plan up to $1,000.00 per year. The District's contribution shall be based on full time employment, which is defined as at least 6 hours per day for all certified days in a fiscal year. Less shall be prorated.

C. The District will pay its share of FICA as provided by Statute.

D. Employees will qualify to participate in the program when they have been employed by the School District for three (3) years.

E. If an employee participating in the District Matching Retirement Program qualifies for the One-Time Retirement Payment, the accumulated amount of the District contribution will be subtracted from the One-Time Retirement Payment. If the District's accumulated contribution is greater than the amount owed for the One-Time Retirement Payment, the One-Time Retirement Payment will not be made.

## Article XI
## Suspension and Removal

**SECTION 1. Probationary Period:** Every new employee shall serve a probationary period of three (3) consecutive months, during which period the School District shall have the unqualified right to discipline or discharge such employee without assigning any reason therefore, and without recourse to the grievance procedure. An employee promoted or transferred to a new position shall be on probation for three (3) consecutive months, during which period the School District shall have the right to return the employee to his/her previous position, which right shall

not be subject to the grievance procedure. However, any employee assigned to a position requiring regular and recurring contact with students must complete three (3) consecutive months of service during the regular school year in order to complete his/her probationary period. Any employee promoted to a higher rated classification shall not have his/her wage rate reduced below the wage for his/her previous classification because he/she is serving a new probationary period.

**SECTION 2. Employee Reprimand:** An employee who has successfully completed the probationary period shall be entitled to have the Exclusive Representative present when being reprimanded, warned or disciplined for any infraction of policies, rules, regulations, or delinquencies in job performance whenever such action will result in a record being placed in the employee's personnel file. Copies of any materials placed in an employee's personnel file shall be provided the employee by the supervisor or other appropriate administrative officer. An employee shall be entitled to have a written response included therein. When an employee makes a request for representation no official action shall be taken until such a representative is present. If the employee's representative fails to initiate a contact with the appropriate supervisor within five days of such request, the supervisor or other administrative official may proceed with the necessary action.

**SECTION 3. Causes:** All covered employees shall be subject to suspension and discharge for cause pursuant to the due process of statute. Causes for suspension or discharge are as follows:

**A** Stealing

**B.** Use of intoxicating beverages while on duty or being intoxicated while on duty.

**C.** Insubordination to be determined by the School Board and the Local 207-2 grievance committee.

**D.** Incompetent or unsatisfactory performance

**E.** Abuse of paid absence privileges.

**F.** Policy and Procedure Violations

## Article XII
## Grievance Procedure

**SECTION 1. Definitions:**

**Subd. 1. Grievance:** Grievance shall be construed to mean any dispute arising between the school district and one or more of its administrative professional employees as to the interpretation or application of any term or terms of this Agreement. Said allegation must be filed within thirty (30) days after the incident to be a grievance.

**Subd. 2. Days:** Reference to days regarding time periods 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 procedure 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.

**Subd. 4. Postmark:** The filing or service of any notice or document herein shall be timely if it is sent by email, certified or registered mail and such mail bears a postmark within the time period.

**Subd. 5. Decisions:** Failure by the Administrator or the School Board to render a written decision within the time limit automatically moves the grievance to the next step.

**Subd. 6. Time Limits:** Failure by the grievant to adhere to the time limits constitutes a forfeiture of the grievance.

**Subd. 7. Resolution:** Except after the initial informal meeting, any resolution of grievance shall be in writing and signed by both parties.

**Subd. 8. Wages:** Employees shall not lose wages due to their necessary participation in grievance hearings held during working hours.

**Subd. 9. Exclusive Representative:** Exclusive Representative in this procedure shall mean a three-member grievance committee appointed by and/or resource persons retained by the Exclusive Representative of the bargaining unit.

**SECTION 2. Procedures:**

**Step 1:** The grievant(s) and/or Exclusive Representative shall first meet on an informal basis with the concerned principal or immediate supervisor and try to resolve the matter. If the grievance is District-wide or covers more than one school building, the Exclusive Representative may file a grievance in writing directly with the Superintendent's Office and the parties will proceed to Step 2.

If the matter is not resolved, within 5 days after the meeting, the concerned principal or immediate supervisor will submit a decision in writing to the employee. Copies of this decision will be sent at the same time to the Superintendent's Office and the Exclusive Representative.

**Step 2:** Within 5 days of the receipt of the written decision, the Exclusive Representative may present the grievance in writing to the Superintendent's Office. Within 5 days of the receipt of the grievance the Superintendent or his representative shall meet with the Exclusive Representative and attempt to resolve the grievance. If the grievance is not resolved within 5 days of this meeting, the Superintendent's Office will submit a decision in writing to the Exclusive Representative.

**Step 3:** Within 5 days of the receipt of the written decision from the Superintendent's Office, the Exclusive Representative may submit an unresolved grievance to the School Board Chairman or Clerk Within 7 days after receipt of the grievance, the School Board or its designees shall meet with the Exclusive Representative and attempt to resolve the grievance. If the grievance is not resolved, the School Board has ten days from this meeting to submit a written decision to the Exclusive Representative.

**Step 4:** Within five (5) days after receipt of the School Board's written decision, the Exclusive Representative and the Employer may mutually agree to petition for non-binding mediation. If either party rejects mediation, the process moves to step 5. The mediator will be supplied from the Minnesota Bureau of Mediation Services. This step does not bind either the Employer or Grievant to accept the results of the mediation step.

**Step 5:** Within 7 days after the closure of mediation or rejection of mediation, the Exclusive Representative may submit the grievance, to final and binding arbitration.

**SECTION 3. Arbitration:** The School Board or its designees and the Exclusive Representative shall have ten (10) days to select a mutually acceptable arbitrator to hear and decide the grievance. If the parties are unable to agree on an arbitrator, they shall request from the Director of the Bureau of Mediation Services, State of Minnesota, a list of five names. The parties shall alternately strike names from the list of five arbitrators until only one name remains. The remaining arbitrator shall hear and decide the grievance. If the parties are unable to agree on who shall strike the first name, the question shall be decided by a flip of the coin. The parties shall have no more than ten (10) days after receipt of the list of five names to select an arbitrator. Each party shall be responsible for equally compensating the arbitrator for his/her fee and necessary expenses. The arbitrator shall not have the power to add to, to subtract from or to modify in any way the terms of the existing contract.

The decision of the arbitrator shall be final and binding upon the parties. He/she shall have the power to make appropriate awards to compensate reimbursement, if any. The decision shall be issued to the parties by the arbitrator and a copy shall be filed with the Bureau of Mediation Services, State of Minnesota.

## Article XIII
## Duration

**SECTION 1. Duration:** This Agreement shall remain in full force and effect for a period commencing on July 1, 2025, through June 30, 2027, and thereafter until modifications are made pursuant to the P.E.L.R.A as amended. If either party desires to modify or amend this Agreement after July 1, 2027, it shall give written notice of such intent no later than May 1, 2027. Unless otherwise mutually agreed, the parties shall not commence negotiations before April 1, 2027.

**SECTION 2. Effect:** This Agreement constitutes the full and complete Agreement between the School Board and the Exclusive Representative representing the Administrative Professionals of the district. 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.

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

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

**For AFSCME Local 207-2 Administrative Professionals:**

_____
President

_____
Representative

_____
Representative

_____
AFSCME 65 Labor Representative

**Dated this ____ day of _____, 2026**

**For Independent School District No. 318:**

_____
Clerk

_____
Chairman

_____
Chief Board Negotiator

**Dated this ____ day of _____, 2026**

**Schedule A**
**District 318 Administrative Professionals Salary Schedule**
**2025-2026 Basic Schedules and Rates of Pay**

| Class | 1 | 2 | 3 | 4 |
|---|---|---|---|---|
| **1** | $ 23.29 | $ 23.92 | $ 25.22 | $ 26.49 |
| **2** | $ 22.10 | $ 22.82 | $ 24.17 | $ 25.52 |
| **3** | $ 19.65 | $ 20.32 | $ 21.52 | $ 22.72 |
| **4** | $ 17.44 | $ 18.19 | $ 19.38 | $ 20.54 |

The pay rates listed above reflect a 0% increase in 2025-2026 and a 2.25% increase and position grading changes for 2026-2027.

In addition to the above wages, following contract ratification all certified administrative professional unit members (28 employees) will receive a one-time payment with the option of $850 in a stipend or $950 into their HSA. The deposits will be paid within 15 business days of the contract being signed by the board and union.

**Classification I – Lead**
HS Principal Secretary
MS Principal Secretary
BF Principal Secretary
Teaching and Learning Secretary
Elementary Lead Secretary

**Classification II – Accounting/Auditing**
Accounts Payable Clerk
Payroll Clerk
Business Manager Secretary
District Special Education Secretary

**Classification III – Answers directly to an Administrator**
Activities Secretary
Facilities Secretary
Food & Nutrition Secretary
Community Education Secretary
Curriculum and Instruction Secretary
District Technology Secretary
Early Childhood Special Education Secretary
Elementary Principal Secretary
HS Area Learning Center Secretary
HS Main Counseling Secretary
IEC Secretary
HR and Sub System Secretary
Central Enrollment Secretary
Third Party Billing Secretary
Transportation Secretary
MS – School Term – Main Secretary
HS – School Term – Main Secretary
HS Counseling Support and District Assessment Secretary

**Classification IV – General Support**
BF School Term Secretary Support
HS School Term Secretary Support
MS School Term Secretary Support

**Schedule B**
**District 318 Administrative Professionals Salary Schedule**
**2026-2027 Basic Schedules and Rates of Pay**

| Grade | Positions | Step | Pay Rate |
|---|---|---|---|
| 1 | Accounts Payable Clerk<br>Building Lead Admin Assistants<br>Business Office Admin Asst.<br>Human Resources Admin Asst.<br>Teaching & Learning Admin Asst. | 1<br>2<br>3<br>4 | **$ 24.19**<br>**$ 24.86**<br>**$ 26.23**<br>**$ 27.58** |
| 2 | Activities Admin Asst.<br>Community Ed Admin Asst.<br>Facilities Admin Asst.<br>Food & Nutrition Admin Asst.<br>Special Services Admin Asst.<br>Third Party Billing Clerk<br>Transportation Admin Asst. | 1<br>2<br>3<br>4 | **$ 22.79**<br>**$ 23.42**<br>**$ 24.72**<br>**$ 25.99** |
| 3 | Building Admin Asst. (Non-Leads)<br>Enrollment Admin Asst.<br>Technology Admin Asst. | 1<br>2<br>3<br>4 | **$ 20.33**<br>**$ 21.04**<br>**$ 22.31**<br>**$ 23.58** |

To be eligible to begin on Step 1, an individual shall possess general knowledge of all fundamental office skills necessary to be proficient in the position they are seeking.

Individuals beginning on Step 2 shall have the following qualifications: previous secretarial or administrative support experience, bookkeeping or transcription training. It is desired that applicants shall have previous school office experience or equivalent and possess all necessary skills for the specific position for which they apply.

When creating a new position, the District agrees to review the newly created position on the one-year anniversary of said position to determine if the new position is correctly classified and reclassify if necessary.

**Longevity Pay:** Longevity pay will be paid to employees that have completed four (4) or more consecutive years of service for District 318. A year of service is any fiscal year in which the employee was certified prior to February 1st and completed the current school year.

**Subd. 1.** Longevity pay will be:

| Starting in Year: | Amount: |
|---|---|
| 5 | $0.40 |
| 7 | $0.60 |
| 9 | $0.80 |
| 11 | $1.00 |
| 13 | $1.20 |
| 15 | $1.40 |
| 17 | $1.60 |
| 19 | $1.80 |
| 21+ | $2.00 |

**Schedule C**
**District 318**
**Substitute Rate of Pay**

Bargaining unit employees substituting in other classifications will be paid at their certified rate or on Step 1 of the classification they are substituting for, whichever is greater.

Bargaining unit employees substituting for Confidential I or II employees will be paid at their certified rate or Step 1 of the Confidential I or II Salary Schedule, whichever is greater.