

**AGREEMENT**

**BETWEEN**

**OFFICE AND PROFESSIONAL EMPLOYEES**

**INTERNATIONAL UNION, LOCAL 12, (A.F.L.-C.I.O.-C.L.C.)**

**AND**

**SOUTH WASHINGTON COUNTY SCHOOLS**

**INDEPENDENT SCHOOL DISTRICT NO. 833**

**COTTAGE GROVE, MINNESOTA**

**2017-2019**

**OFFICE-PROFESSIONAL CONTRACT**

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**ARTICLE I  
PURPOSE**

1.01. Parties: THIS CONTRACT, entered into between the School Board of Independent School District No. 833, Cottage Grove, Minnesota, hereinafter referred to as the School Board, and the Office and Professional Employees International Union, Local 12, (A.F.L.-C.I.O., C.L.C.), 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., is to provide the terms and conditions of employment for the duration of this Contract.

**ARTICLE II  
RECOGNITION OF EXCLUSIVE REPRESENTATIVE**

2.01. Recognition: In accordance with the P.E.L.R.A., the School Board recognizes the Union as the exclusive representative of office and clerical employees employed by the School Board.

2.02. Appropriate Unit: The Union is recognized as the exclusive representative of all office and clerical employees of South Washington County Schools, Independent School District No. 833, who are employed for more than 14 hours per week and more than 67 work days per year, excluding supervisory employees, confidential and all other employees as certified by the Bureau of Mediation Services in Case Number 74-PR-456-A.

2.03. Job Positions: Job positions agreed by the School Board and the Union to be included within the appropriate unit are listed in Article VIII, excluding all other job positions.

**ARTICLE III  
DEFINITIONS**

3.01. School Board shall mean the Board of Education of Independent School District No. 833 or a designated representative.

3.02. Union shall mean the Office and Professional Employees International Union, Local 12, (A.F.L.-C.I.O., C.L.C.).

3.03. Superintendent shall mean the Superintendent of Schools of Independent School

District No. 833 or a designated representative of the Superintendent.

3.04. Supervisor shall mean an office and professional employee's first level supervisor, designated by the School Board, outside the bargaining unit.

3.05. Terms and conditions of employment shall mean the hours of employment, the compensation therefore including fringe benefits, except retirement contributions or benefits, and the School Board's personnel policies affecting the working conditions of office and professional employees, which are established by this Contract.

3.06. Terms not defined in this Contract shall have those meanings as defined by the P.E.L.R.A.

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

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

4.02. Management Responsibilities: The Union recognizes the right and obligation of the School Board to efficiently manage and conduct the operation of the school district within its legal limitations, and with its primary obligation to provide educational opportunity for the students of the school district.

4.03. Effect of Laws, Rules and Regulations: The Union recognizes that all employees covered by this Contract shall perform the services and duties prescribed by the School Board rules, regulations, directive and orders, issued by properly designated officials of the School Board. The Union 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 Contract. All provisions of this Contract are subject to the laws of the State.

4.04. Reservation of Managerial Rights: The foregoing enumeration of School 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 Contract are reserved to the School Board.

**ARTICLE V  
EMPLOYEE RIGHTS**

5.01. Right to Views: Nothing contained in this Contract shall be construed to limit, impair or affect the right of any employee or representative of an employee 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 Union.

**ARTICLE VI  
DUES CHECKOFF AND FAIR SHARE FEE**

6.01. Employees shall have the right to request and be allowed dues check off for the Union, provided, that dues check off and the proceed thereof shall not be allowed the Union if it has lost its right to dues check off pursuant to the P.E.L.R.A. Upon receipt of a properly executed dues deduction card from the employee involved, the School Board will deduct from each employee's paycheck initiation fees and monthly dues that the Employee has agreed to pay to the Union during the period provided in said authorization. Initiation and dues payments due in any month are not required to be deducted from one pay check.

6.02. Fair Share Fee: All Employees covered by this Contract who are not members of the Union are required to contribute a monthly fair share fee. The School Board, upon receipt of written certification from the Union designating the employees from whom a fair share fee shall be deducted, and the amount of the fair share fee, shall deduct from each employee's paycheck, such fair share fee. Fair share payments due in any month are not required to be deducted from one pay check.

6.03. Indemnification: The Union shall indemnify and hold the School Board harmless against any and all claims, orders, or judgments made against the School Board in the administration of Section 6.01 and 6.02 of this Article.

6.04. Remittance: The School Board shall remit all monthly Union dues, fees and fair share fees deducted in accordance with Sections 6.01 and 6.02 of this Article to the Union within 10 calendar days of the pay day on which the deductions were made.

6.05. Union Stewards: The Union shall have the right to designate a necessary number of employees from the bargaining unit as Union Stewards. The Union shall notify the

School Board in writing of employees so designated and of changes in such designation.

## **ARTICLE VII EMPLOYMENT STATUS**

### 7.01. Employment Status:

7.011. Employees scheduled to a basic work week of 30 hours or more shall be defined as Full-time employees. Full-time employees shall be subject to all the terms and conditions of this Contract.

7.011a. Employees scheduled to work 1100 hours or more per year (July 1 through June 30) shall be defined as Benefit Eligible employees, and will be subject to all terms and conditions of the contract, except Articles 12 and 18.

7.012. Employees scheduled to a basic work week of less than 30 hours shall be defined as Part-time employees. Part-time employees shall be subject to all terms and conditions of this Contract, except Articles 10, 12, 13, and 18. Employees who were once Full-time and become Part-time through the operation of the Reduction in Force procedure shall retain the right to bid on new or vacant posted job positions as if they were Full-time employees.

7.02. Probationary Period: All newly hired employees (Full-time, benefit eligible, and Part-time) shall serve a 6 working calendar month probationary period. For 9, 10, 10 1/2 month employees, the six probationary months shall fall within the August to June work calendar. During the probationary period the School Board shall have the unqualified right to suspend, discharge, or otherwise discipline an employee without such action being appealable to the grievance procedure established by Article 20. Employees successfully completing the probationary period shall be considered regular employees.

7.03. Discipline: The School Board shall have the right to impose disciplinary actions on employees for just cause.

7.031. Disciplinary actions by the School Board shall include only the following:

- Oral Reprimand
- Written Reprimand
- Suspension
- Discharge

7.032. Written reprimand, suspension, or discharge of a regular employee may be processed through the procedures of Article 20, (GRIEVANCE PROCEDURE), provided that if no appeal is made of such disciplinary action within seven (7) calendar days from the employee's receipt of written notice of discipline, this right of appeal is waived.

**ARTICLE VIII  
PAY CLASSIFICATIONS AND WAGE RATES**

8.01. Pay Classifications: Job positions covered by this Contract shall be assigned to the following pay classifications:

CLASSIFICATION 8

Health Care Specialists- LPN License

CLASSIFICATION 7

Office Coordinator/Building or Dept.

CLASSIFICATION 6

Data Base Assistant

Router

Administrative Specialist/Health Assistant/Building or Department

CLASSIFICATION 5

Administrative Assistant/Department

Health Assistant Elementary

Health Assistant Secondary

Dispatcher

Administrative Assistant/Health Assistant-Building or Department

CLASSIFICATION 4

Secretary/Building or Department

Bookkeeper/Extended Day

CLASSIFICATION 3

Clerk/Building or Department

Receptionist/Building or Department

CLASSIFICATION 2

CLASSIFICATION 1

8.02. Compensation Schedule 2017-2019:

8.021. 2017-2018 Compensation Schedule (effective July 1, 2017)

PAY CLASSIFICATION / STEP

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>
8	20.54	21.66	25.15
7	17.47	18.66	21.96
6	17.02	18.18	21.39
5	16.54	17.66	20.87
4	16.05	17.13	20.17
3	15.56	16.60	19.55
2	15.07	16.07	18.93
1	14.58	15.54	18.30

8.022. Employees of record on June 30, 2017, shall be advanced 1 step on the Compensation Schedule as of July 1, 2017.

8.023. Employees hired on or after July 1, 2017 shall be paid in accordance with step 1 of their Pay Classification



8.03. Compensation Schedule 2018-2019

PAY CLASSIFICATION/STEP

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>
8	20.54	21.66	25.73
7	17.47	18.66	22.46
6	17.02	18.18	21.88
5	16.54	17.66	21.35
4	16.05	17.13	20.63
3	15.56	16.60	20.00
2	15.07	16.07	19.36
1	14.58	15.54	18.72

8.032. Employees of record on June 30, 2018 shall be advanced 1 step on the Compensation Schedule as of July 1, 2018.

8.033. Employees hired on or after July 1, 2018 shall be paid in accordance with step 1 of their Pay Classification

8.04. Longevity Pay: Employees will receive an additional \$.10 per hour effective July 1, 2015 starting their fourth year of service, not to exceed \$2.00 per hour.

8.05. Change in Pay Classification: Employees who move to a job position assigned to a higher or lower pay classification shall be paid in accordance with the new pay classification and the employee's Compensation Schedule step placement.

8.06. New Job Positions:

8.061. In the event of a dispute between the Union and the School Board concerning the exclusion or inclusion in the appropriate unit of a newly created job position, the dispute shall be referred to the Bureau of Mediation Services for determination.

8.062. The pay classification assignment of any newly created job position shall be made through the procedure contained in Section 8.08 of this article.

8.07. Mileage: Employees who are required to use their personal vehicle in the performance of assigned duties and responsibilities shall be compensated at the prevailing mileage rate established by the School Board.

8.08. Classification Review: The following classification review process shall be used to review and evaluate requests for reclassification of an existing job position to a higher (or lower) pay classification. Criteria that will be considered in this process shall be:

1. substantial increase (or decrease) in the level of responsibility for job duties officially reassigned to this job position from a higher (or lower) classification job position and/or
2. substantial addition of job duties that are not a part of the O.P.E.I.U. bargaining unit
3. The Reclassification request requires supervisor sign-off/approval

The request shall first be considered by the Classification Review Committee, made up of two School District designees and two Union designees. This committee shall forward the request, with its recommendation, to the School Board with its recommendation. Requests for reclassification shall be made in writing. Upon receipt of a reclassification request, the committee may request additional information.

8.081. Reclassification requests received by the first Monday in November shall be researched and reviewed. The reclassification committee reserves the right to request a follow-up meeting with any member applying for reclassification, for purposes of clarification, after reviewing the written request. The committee will meet for a final recommendation the second week in December.

8.082. Upon rejection of a reclassification request, the applicant may appeal the rejection to the Classification Review Committee. This Committee shall consist of the Director of Human Resources and the Chief Union Steward. The appeal must be made within two weeks of receiving written notification from Human Resources as to the denial of the reclassification request. The Committee shall act on the requests within two calendar weeks of receiving the request. The Appeal Committee shall review the job responsibilities and shall either reject the appeal or forward the appeal with its recommendation directly to the School Board.

8.083. The School Board shall act on the request or appeal within one calendar month after they receive the request or appeal. If a reclassification request is approved by the School Board, the change shall be retroactive to the date the application for reclassification was received by the Classification Review Committee.

8.084. The approval of any job position reclassification shall be at the sole discretion of the School Board.

8.085. Deferred or tabled positions shall be reviewed for their proper classification within twelve (12) calendar months

8.09. Pay Schedules: Effective July 1, 2000 employees shall normally be paid twice every month during the term of their employment.

## **ARTICLE IX HOURS OF EMPLOYMENT**

9.01. Basic Work Day: The basic work day for Full-time employees shall consist of 6-1/2 to 8-1/2 hours, including a 1/2 hour unpaid lunch period.

9.02. Basic Work Week: The basic work week for Full-time employees shall consist of 5 consecutive basic work days, Monday through Friday.

9.03. Basic Work Year: The basic work year for Full-time employees shall consist of 9, 10, 10-1/2, or 12 months of employment. Health Assistants and Health Care Specialists shall have 7 additional duty days.

9.04. Basic Work Year: The basic work year for a benefit eligible employee shall consist of 1100 hours or more working hours per 12 month period.

9.05. Rest Periods: Two rest periods of 15 minutes each shall be provided during the basic work day. One rest period shall be scheduled in the first half and 1 rest period shall be scheduled in the second half of the basic work day. One rest period, of 15 minutes, shall be provided during the scheduled work hours of a part-time employee working 4 hours but less than 6 hour per day. The scheduling of rest periods shall be approved by the employee's supervisor. Based on student and/or building/department needs, and with supervisor approval, one 15 minute rest period may be combined with the 30 minute unpaid duty free lunch.

9.06. Part-Time and Temporary Employees:

9.061. The School Board reserves the right to employ and schedule work for part-time and temporary employees as it deems necessary to meet the needs of the educational program. If a temporary position goes beyond 67 working days without prior approval of the Union, the provisions of Article VIII 8.061 shall apply. The School District will inform the Union of the temporary position and the number of working days and hours per day it intends to fill the position.

9.062. Part-time and temporary employees will not be used to offset overtime

opportunities for benefit eligible/full-time employees.

9.063. Additional hours assigned and worked may be taken, at the employee's option, in the form of compensatory time off, at the applicable rate of pay, during the school year in which the additional hours were worked at a time which is mutually agreeable to the employee and the employee's supervisor. In the event the additional hours cannot be taken in the form of compensatory time off during the school year in which they were worked, the additional hours will be paid as compensation. Employees shall be allowed to accrue no more than 25 hours of compensatory time. This provision will not apply to positions that are posted and understood to consist of "flexible" hours.

9.07. Work Schedule: The School Board shall establish and post the work schedule. Permanent changes in the work schedule shall be discussed with the Union prior to implementation.

9.08. Overtime:

9.081. The rate of 1-1/2 times an employee's basic hourly rate shall be paid for all hours assigned and worked as follows:

9.0811. All hours assigned and worked in excess of 8 hours of work per work day.

9.0812. All hours assigned and worked in excess of the basic work week over 40.

9.082. The rate of 2 times an employee's base hourly rate shall be paid for all hours assigned and worked on a Sunday.

9.083. The rate of 2-1/2 times an employee's base hourly rate shall be paid for all hours assigned and worked on a holiday as established by Article 13.

9.084. Overtime hours assigned and worked may be taken, at the employee's option, in the form of compensatory time off, at the applicable overtime rate as outlined above, during the school year in which the overtime hours were worked at a time which is mutually agreeable to the employee and the employee's supervisor. In the event overtime hours cannot be taken in the form of compensatory time off during the school year in which they were worked, the overtime will be paid as compensation. Employees shall be allowed to accrue no more than 25 hours of compensatory time (to include overtime premium rate).

9.09. Call Back. Employees, who have completed their scheduled work day or scheduled work week and are recalled to work, shall receive a minimum of 2 hours at the applicable overtime rate established by Section 9.08 of this Article. This Section shall not apply to overtime work which is scheduled immediately following the scheduled work day.

9.10. Emergency Closing:

9.101. In the event a school or schools are closed by the Superintendent prior to the start of the scheduled work day, employees will be expected to report to work. Employees who are unable to report to work at the scheduled starting time shall have the responsibility to notify their supervisors of their inability to report for work. Employees unable to report to work or who report late may choose one of the following options: Employees may use available vacation time, personal business leave, compensatory time, floating holiday, or Emergency Closing time deducted from their accumulated Paid Absence Leave. They may also take the time without pay or be allowed to make up any lost time. The makeup time must be scheduled with the school principal or supervisor. Employees must notify the building principal or supervisor of their selected option within five working days of the date on which school was closed.

9.102. In the event a school or schools are closed by the Superintendent during the scheduled work day, employees will be expected to complete the scheduled work day. Employees who must leave work early will be paid for the hours worked and may choose one of the following three options for the balance of the day; 1) employee may use available vacation time, personal business leave, compensatory time, floating holiday or Emergency Closing Time, 2) employee may take the time without pay, 3) employee shall be allowed to make up any lost time, make up time must be scheduled with the school principal or supervisor. Employees must notify the building principal or supervisor of their selected option within five working days of the date on which school was closed, except in the event the Superintendent orders cessation of work due to a power outage, extreme weather conditions, or other conditions specified by the Superintendent.

9.103. In the event schools have a delayed starting time, employees will be expected to report to work as soon as possible, but employees who are unable to report to work as scheduled may choose one of the following three options for time missed at the start of the day; 1) employee may use available vacation time,

personal business leave, compensatory time, floating holiday, or Emergency Closing, 2) employee may take the time without pay 3) employee shall be allowed to make up any lost time, make up time must be scheduled with the school principal or supervisor. Employees must notify the building principal or supervisor of their selected option within five working days of the delayed start. The final decision regarding personal safety and when to report to work rests with the individual employee.

9.104. In the event a non-student building or a school is expected to be without power or water (when school is not in session) for a minimum of 3 hours, employees shall be allowed to leave early and will be paid for the hours worked. Employees who leave work early will be paid for the hours worked and may choose one of the following three options for the balance of the day; 1) employee may use available vacation time, personal business leave, compensatory time, or floating holiday, 2) employee may take the time without pay, 3) employee shall be allowed to make up any lost time, make up time must be scheduled with the school principal or supervisor. Employees must notify the building principal or supervisor of their selected option within five working days of the date on which school was closed, except in the event the Superintendent orders the cessation of work

9.11. Substitute Services. Bargaining unit members on layoff and subject to recall, and employees assigned to positions of less than benefit eligible/full-time or less than 12 months per year may request to have their names registered as Office and Professional substitutes with the school district. Job qualifications for Office and Professional substitute assignments shall be determined by the School District. Registered, available, and qualified bargaining unit members shall be considered for substitute work over other substitutes. The rate of pay for all substitute work shall be by School Board policy.

## **ARTICLE X GROUP INSURANCE**

10.01. Selection of Carriers: The selection of insurance carriers and policies shall be made by the School Board, after considering the recommendations of the Employees' Insurance Committee.

10.02. Health and Hospitalization Insurance:

10.021. Single Employee Coverage: The School Board shall contribute to a

maximum of \$0.00 effective January 1, 2017 for Open Access or Select Choice, toward the monthly premium for employee coverage for all benefit eligible/full-time employees employed by the School Board who qualify for and are enrolled in the School Board group health, hospitalization, and major medical insurance programs (indemnification or H.M.O.). The School Board shall contribute to a maximum of \$564.26 effective January 1, 2017 for Open Access High Deductible. The School Board shall contribute to a maximum of \$564.51 effective January 1, 2018 for Open Access High Deductible and to a maximum of \$524.26 effective January 1, 2019 for Open Access High Deductible. Employees enrolled in the High Deductible plan shall receive a District contribution of \$125.00 per month, into a VEBA (Voluntary Employee Beneficiary Account), effective January 1, 2015. Employees enrolled in the High Deductible plan shall receive a District contribution of \$150.00 per month into a VEBA effective January 1, 2019.

10.022. Family Coverage: The group health, hospitalization, and major medical program shall include a family coverage option. The School Board shall contribute to a maximum of \$0.00 per month toward Open Access and Select Choice programs, effective January 1, 2017 for family (employee and dependent) coverage for all benefit eligible/full-time employees. The School Board shall contribute to a maximum of \$1510.83 per month effective January 1, 2017 for the Open Access High Deductible plan. The School Board shall contribute to a maximum of \$1510.83 per month for Open Access High Deductible, effective January 1, 2018 for family (employee and dependent coverage) for all benefit eligible/full time employees.) The School Board shall contribute to a maximum of \$1460.83 per month for Open Access High Deductible, effective January 1, 2019 for family (employee and dependent coverage) for all benefit eligible/full time employees. Employees enrolled in the Open Access High Deductible plan starting January 1, 2015, will receive a District contribution of \$125.00 per month, into a VEBA (Voluntary Employee Beneficiary Account). Employees enrolled in the Open Access High Deductible plan starting January 1, 2019, will receive a District Contribution of \$150.00 per month into a VEBA.

10.023. VEBA Employees enrolling in the High Deductible Insurance Plan, single or family, are eligible for the negotiated District VEBA contribution. The plan year shall run January 1<sup>st</sup> through December 31<sup>st</sup>. Any employees enrolling in the VEBA plan with an effective date other than the first day of the plan year

would have their contribution prorated on a per pay period basis. Upon separation, an employee would retain what is in the employee's account. If the former employee elects the VEBA plan under COBRA, the former employee would continue to receive the VEBA account contribution. Any balances in employee accounts will roll over into the next plan year.

10.03. Life Insurance: The School Board shall contribute to a maximum of \$5.25 toward the monthly premium of a \$50,000 term life insurance program for all benefit eligible/full-time employees employed by the School Board who qualify for and are enrolled in the School Board group term life insurance program.

10.04. Long Term Disability Insurance: The School Board shall provide long term disability insurance for all eligible employees at the employee's expense. Eligible employees hired after September 1, 1998 shall be required to participate in the School Board group long term disability program. Employees hired before September 1, 1998, may choose to participate or not participate in the long term disability program. However, if they choose not to participate at any time during their employment, subsequent enrollment in the program will be subject to individual evidence of insurability

10.05. Dental Insurance: The School Board shall contribute to a maximum of \$40.00 effective January 1, 2013 toward the monthly premium for employee coverage for all benefit eligible/full-time employees employed by the School Board who qualify for and are enrolled in the School Board group dental insurance program. The School Board shall contribute to a maximum of \$60.00 effective January 1, 2013 toward the monthly premium for family coverage for all benefit eligible/full-time employees employed by the School Board who qualify for and are enrolled in the School Board group dental insurance program.

10.06. Tax Sheltered Annuity: The School Board will make available to eligible employees a tax sheltered annuity program, pursuant to M.S. 123.24, Subd. 12 and the School Board policy.

10.07. Payroll Deductions: The difference between the monthly costs of the group insurance programs and the School Board's contributions established by Sections 10.02, 10.03, 10.04, and 10.05 of this Article shall be paid by enrolled employees through payroll deduction.

10.08. Voluntary Participation: Participation by any benefit eligible/full-time employee in the insurance programs established by this Article is voluntary. Benefit eligible/full-



time employees who choose not to participate shall receive no additional compensation in lieu thereof.

10.09. Claims Against the School Board: The School Board and the Union 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 policies contracted by the School Board and the insurance carriers pursuant to this Article. The School Board's only obligation is to contract for insurance policies and contribute such amounts as established by this Article. No claim shall be made against the School Board as a result of a denial of insurance benefits or eligibility by an insurance carrier.

10.10. Duration of Insurance Contributions: Benefit eligible/full time employees are entitled for School Board contributions as provided in this Article as long as they are employed by the School District. Upon termination of employment of benefit eligible employees, medical, dental and life coverage continues to the end of the month in which termination occurs. Disability and Flex coverage terminates on the last working day. Upon termination of employment, full-time and part-time Employees shall have such rights of conversion or continuation of coverage as provided by law or the insurance contract(s).

## **ARTICLE XI PAID ABSENCE LEAVE**

### 11.01. Rate of Accumulation:

11.011. Full-time employees having a basic work year of 12 months shall be credited with 15 days of paid absence leave as of July 1 of each school year.

11.012. Full-time employees having a basic work year of 10-1/2 months shall be credited with 14 days of paid absence leave as of July 1 of each school year.

11.013. Full-time employees having a basic work year of 10 months shall be credited with 13 days of paid absence leave as of July 1 of each school year.

11.014. Benefit eligible/full-time employees having a basic work year of 9 months shall be credited with 12 days of paid absence leave as of July 1 of each school year.

11.015. Benefit eligible/full-time employees hired after July 1 shall be credited with a prorated amount of paid absence leave.

11.016. Effective July 1, 2005, part-time employees shall accrue paid absence leave at a rate of one (1) hour of PAL for every fifty (50) hours worked

11.017. Benefit eligible/full-time and Part-Time employees who terminate employment prior to the completion of a school year and who have exhausted their paid absence leave shall reimburse the School Board for paid absence leave used in excess of the prorated amount of leave earned, based on the number of days worked to the length of the employee's basic work year.

11.02. Maximum Accumulation: Unused paid absence leave shall accumulate to an unlimited amount.

11.03. Uses of Paid Absence Leave:

11.031. Absences Because of Employee Illness or Injury or Temporary Disability:

11.0311. Full-time, benefit eligible and part-time employees with accrued paid absence leave who are unable to perform their duties and responsibilities because of personal illness or injury or temporary disability shall notify their supervisor as soon as possible prior to the start of their scheduled work day.

11.0312. Approval of requested paid absence leave due to personal illness or injury or temporary disability is in all cases subject to the approval of the employee's supervisor.

11.0313. Prior to final approval of paid absence leave, the Director of Human Resources shall have the right to require an employee to furnish medical evidence from the school health officer or a qualified physician, indicating such absence was due to personal illness or injury or temporary disability.

11.0314. Holidays established by Article 13 which occur while an employee is absent because of illness or injury or temporary disability shall not be deducted from accumulated paid absence leave.

11.0315. Approved paid absences due to personal illness or injury or temporary disability shall be deducted from the employee's accumulated paid absence leave

11.032. Absences Because of Family Illness or Injury:

11.0321. Benefit eligible/full-time employees and part-time employees with accrued paid absence leave may be granted paid absence leave in the event of an illness or injury in an employee's family, for which other care cannot be arranged.

11.0322. Approval of a request for paid absence leave due to family illness or injury and the duration of the paid absence is in all cases subject to the approval of the employee's supervisor.

11.0323. Family, for the purposes of Section 11.0321, shall be defined as the employee's spouse, child, parent, sister, brother, mother-in-law father-in-law, sister-in-law, brother-in-law, grandparents, grandchildren, daughter-in-law, son-in-law, stepparents and stepchildren, or household member.

11.0324. Prior to final approval of paid absence the Director of Human Resources shall have the right to require an employee to furnish medical evidence from the school health officer or a qualified physician, indicating such absence was due to family illness or injury.

11.0325. Approved paid absence due to family illness or injury shall be deducted from the employee's accumulated paid absence leave

11.033. Absences Because of Bereavement/Funeral:

11.0331. Benefit eligible/full-time employees and part-time employees with accrued paid absence leave may be granted to a maximum of 3 days of paid absence leave per death in the event of a death in an employee's family member, household member or friend.

11.0332. Approval of a request for paid absence leave due to a death, and the duration of the paid absence, is in all cases subject to the approval of the employee's supervisor.

11.0333. Family, for the purposes of Section 11.0331, shall be defined as the employee's family member, household member, or friend.

11.0334. An additional 2 days of paid absence leave may be approved by the Director of Human Resources in unusual circumstances where travel or funeral arrangements are involved.

11.0335. Approved paid absence due to death in an employee's family ,household member or friend shall be deducted from the employee's accumulated paid absence leave

11.034. Absences Because of an Injury on Duty:

11.0341. Upon the request of a Full-time, benefit eligible or part-time employee with accrued paid absence leave who is absent from work as a result of a compensable injury covered under the provisions of the Worker's Compensation Act, the School Board will pay the difference between the compensation received by the employee and the employee's daily rate of pay to the extent of the employee's accumulated paid absence leave and/or earned vacation.

11.0342. Such difference shall be paid by the School Board to the employee only for the period of disability or until the employee's accumulated paid absence leave and/or earned vacation is exhausted.

11.0343. The deduction from the employee's accumulated paid absence leave and/or earned vacation shall be an amount necessary to equal the difference between the Worker's Compensation Benefits and the employee's daily rate of pay

11.035. Absences Because of Employee Personal Business:

11.0351. In the event it is necessary for a benefit eligible/full-time employee to be absent to conduct personal business which cannot be attended to outside of the employee's scheduled work day, an employee may be granted 2 days of paid absence leave per basic work year subject to the approval of the Director of Human Resources. In the event it is necessary for a part-time employee to be absent to conduct personal business which cannot be attended to outside of the employee's scheduled work day, a part-time employee with sufficient accrued paid absence leave may be granted 1 day of paid absence leave per basic work year subject to the approval of the Director of Human Resources. Employees will not be required to provide a reason when making this request. Request may be denied based on staffing needs on the date requested. Approved paid absence due to personal business shall be deducted from the employee's accumulated paid absence leave.

11.0352. Requests for personal business leave shall be made at least 7 calendar days in advance to your immediate supervisor, except in the event of an emergency

11.04. Absences Because of Jury Duty: Full-time, benefit eligible and part-time employees called to serve on a jury shall receive the difference between jury fees and their normal work day compensation for each work day of absence due to jury duty. Such compensation shall not decrease the employee's balance of Paid Absence Leave.

11.05. Notice to Supervisor: Full-time, benefit eligible and part-time employees with accrued paid absence leave shall have the personal responsibility to notify their supervisor of an intended absence a reasonable time prior to the start of their scheduled work day. Employees failing to give such notice shall not be eligible for paid absence leave established by this Article.

11.06. Compensation During a Paid Absence: Employees with accrued paid absence leave, who receive approval from their supervisor for a paid absence, as established by Section 11.03, shall be compensated at their daily rate of pay for each scheduled work day of absence.

11.061. Paid absence leave compensation shall not exceed the employee's daily rate of pay.

11.062. Paid absence leave compensation shall cease when an employee's paid absence leave accumulation is exhausted.

11.07. Separation From Employment: Upon separation from employment, accumulated paid absence leave shall be waived, except to the extent provided by Article 17.

11.08 Child/School Activity Leave: In accordance with Minnesota Statute 181.9412, the Employer will grant a benefit eligible/full-time employee leave up to a total of sixteen (16) hours during any school year to attend conferences or classroom activities related to the employee's child, providing such activities cannot be scheduled during non-work hours. The employer will grant part-time employees who work twelve (12) hours or more per week the equivalent of up to a total of 2 work days during any school year to attend conferences or classroom activities related to the employee's child, providing such activities cannot be scheduled during non-work hours. Requests for School Conference Leave shall be made in writing at

least seven (7) calendar days in advance to the Supervisor, except in the event of an emergency. School Conference and Classroom Activities will apply only to students in grades Kindergarten through 12. Accrued paid absence leave or vacation may be used if employee chooses to receive compensation for absence due to attendance at a school conference or activity.

11.09. Leave for Adoption or Foster Placement: Full time, benefit eligible, and part-time employees with accrued paid absence leave will be granted up to 6 weeks leave for adoption of a child. The period of time shall, at the direction of the adoptive parent, begin before or at the time of, the child's placement in the adoptive parent's home, for the purpose of arranging for placement or caring for the child after placement. Additional days may be requested, subject to the approval of the Director of Human Resources on a case by case basis. Approved paid absences for the purposes of adoption shall be deducted from the employee's paid absence leave. Employees shall be granted up to ten (10) days of paid absence leave per school year for the placement of a foster child. Additional days may be requested, subject to the approval of the Director of Human Resources on a case by case basis. Approved paid absences for the purposes of foster placement shall be deducted from the employee's paid absence leave.

## **ARTICLE XII VACATIONS**

12.01. Vacation Schedule: Full-time employees having a basic work year of 12 months - shall accrue paid vacation in accordance with the following schedule based on years of continuous employment as of July 1 of each Contract year:

12.011. During first year of continuous employment .83 of a day per month (10 days vacation).

12.012. Following 5 years of continuous employment 1.25 days per month (15 days vacation).

12.013. Following 10 years of continuous employment 1.58 days per month (19 days vacation).

12.014. Following 15 years of continuous employment 1.83 days per month (22 days vacation).

12.015. Following 20 years of continuous employment 2.0 days per month

(24 days vacation).

12.016. Following 25 years of continuous employment 2.08 days per month (25 days vacation).

12.02. Continuous Employment Credit: For the purpose of establishing continuous employment for earned vacation, employees shall be assigned a July 1 continuous employment date.

12.021. Employees employed on or after July 1 and before January 1 shall be assigned July 1 of the calendar year in which employed, as a continuous employment date.

12.022. Employees employed on or after January 1 and before July 1 shall be assigned the July 1 of the calendar year in which employed, as a continuous employment date.

12.023. Employees having less than 1 year of continuous employment shall earn a pro-rata amount of vacation as established by this Article.

12.03. Earning Vacation: Vacation, as established by Section 12.01, earned during 1 contract year (July 1 through June 30) period can be taken in the year it is accrued and/or through August 30 of the following contract year.

12.04. Vacation Selection: Vacation may be taken at any time during the basic work year as approved by the employee's supervisor and Director of Human Resources. The selection of vacation periods shall be by seniority within each building or work area.

12.05. Conversion: Benefit eligible and full-time 9, 10, or 10-1/2 month employees who change to, and maintain 12 month employment status, will be credited with their total continuous months of employment for vacation accrual purposes.

12.051. Upon changing to a 12 month position employees who have previously been benefit eligible and full-time 9, 10, 10-1/2 month employees shall be credited with a 12 month accrual of vacation based on their total continuous months of employment. Thereafter, the employee will accrue vacation, again based on their continuous months of employment, in accordance with this article. This Subdivision excludes any OPEIU employees hired on or after September 1, 2011.

12.06. Vacation Compensation: Vacation compensation shall be paid at the employee's current daily rate of pay.

12.07. Holidays Occurring During Vacation: Holidays established by Article 13 which occur during an employee's scheduled vacation shall not be deducted from earned vacation.

12.08. Separation: Employees who separate from employment will be compensated for all unused vacation. Employees shall give at least 14 calendar days written notice of resignation.

**ARTICLE XIII  
HOLIDAYS**

13.01. Holidays:

13.011. Full-time 12 month employees shall observe the following 13 paid holidays:

Independence Day	Christmas Day
Labor Day	Day before or after New Year's
Thanksgiving Day	New Year's Day
Day after Thanksgiving Day	Good Friday
Day before or after Christmas Day	Memorial Day
Martin Luther King Day	2 Floating Holidays

13.012. Benefit eligible and full-time 9, 10, and 10-1/2 month employees shall observe the following 9 paid holidays:

Labor Day	New Year's Day
Thanksgiving Day	Good Friday
Christmas Day	Memorial Day
Martin Luther King Day	2 Floating Holidays

13.02. Observance: Employees shall observe the above listed holidays on the calendar day established by the School Board.



13.03. Premium: Employees scheduled to work on their observed holiday shall be compensated for all hours worked at the rate of 2-1/2 times the employee's base hourly rate of pay.

13.04. Eligibility: To be eligible for holiday pay as established by this Article, employees shall have worked their scheduled work day immediately before and immediately after the observed holiday. Employees on an approved paid absence leave as established by Section 11.03 shall be considered to have been on duty on their scheduled basic work day before and/or after the holiday.

13.05. Floating Holiday: Two floating holidays per fiscal year shall be observed, with approval by your immediate supervisor. In case of multiple requests in one work unit or area for the same date, selection shall be by seniority. An employee must have one or more prior employment years of service to be entitled to the floating holiday.

13.06. Absence Prior to Holidays: Employees shall be allowed excused unpaid absence the last 1/2 day of the last work day prior to agreement holidays.

#### **ARTICLE XIV JOB POSTING, PROMOTION, TRANSFER**

14.01. The School District shall maintain, in the Human Resources Department, job descriptions for each position or job title in the bargaining unit, including the qualifications for the position, which shall be the basis for posting new or vacant positions. The School District may interview or otherwise test candidates for new or vacant positions, if the posting contains notice of this requirement.

14.011. The qualifying test may be taken up to three times at no cost to the employee.

14.012. Testing shall not be required when a current employee applies for another position with the same job title (e.g. Office Coordinator/Elementary – Building A to Office Coordinator/Elementary – Building B).

14.013. Current OPEIU employees can take the interview and/or the qualifying test at any time (the interview and/or test do not need to be associated with a specific posting).

14.014. Employees applying for a Health Care Specialist or Health Assistant

position do not have to pass the Excel spreadsheet portion of the test. They must pass a Healthcare Technical skills assessment created by the district Health Services team (includes a Nurse, Health Care Specialist and Health Assistant) within 30 days of starting the position. This will be in effect as of March 1, 2016. Employees hired prior to March 1, 2016 that maintain a current Health Care Specialist or Health Assistant position are exempt from taking the Healthcare technical skills/assessment. Any Health Care Specialist or Health Assistant moving to another Health Care Specialist or Health Assistant position will be required to pass the Healthcare Technical Skills Assessment. Successful completion of the Excel spreadsheet portion of testing will be required for any position outside of Health Care Specialist or Health Assistant.

14.02. Job Posting: The School Board will, within 7 calendar days of the creation of a new Full-time, benefit eligible or part-time job position or a vacant Full-time, benefit eligible or part-time position, post a notice of such new position or vacancy. If it is necessary to vary from this posting schedule, the District shall inform the Union in writing of the reasons within 5 calendar days, and shall set a time line for posting of the position. Acceptable time lines shall be not more than 30 calendar days unless mutually agreed upon between the School District and the Union.

14.021. The annual calendar of positions may be lengthened without re-posting the positions, if the incumbent has been in the position for at least 1 year. If the annual calendar of a position is shortened so as to impact employee status (as defined in 15.061) reduction in work force language shall apply.

14.022. If the annual hours of a position are increased, resulting in a change from part-time to benefit eligible/full-time as defined in 7.01, the position will be posted.

14.023. All postings will be for a period of 7 calendar days. Nine, 10 and 10 ½ month employees may provide the Office of Human Resources with self-addressed, stamped envelopes or personal e-mail address to receive postings when school is not in session.

14.024. Posted job positions will be filled by the School Board as soon as practicable, not to exceed 30 calendar days, and may be filled during the posting and selection process by a "temporary" employee

14.025. Employees may bid for any vacant position in their pay classification or in another pay classification, provided, that an employee has served at least one calendar year in the current position, and that the employee may not use service

in a temporary position to bid on any bargaining unit positions.

The 1 year service requirement in a job before bidding on another assignment will not apply to an employee who moves or is moved to a position as a result of receipt of a written notice of reduction of work force as described in article XV, subd. 15.06.

The 1 year service requirement shall be waived once within a year if the move is to a position with a higher classification or from part time to benefit eligible/full time or if you were a mandatory bidder due to workforce reduction.

14.026. Part-time employees may bid on part-time, benefit eligible or full-time positions within the unit. If benefit eligible/full-time positions are not filled by a qualified benefit eligible/full-time bidder, then qualified part-time bidders will be considered in seniority order for the benefit eligible/full-time vacancy.

14.027. Employees who apply in writing for a new or vacant job position shall be notified in writing by the Director of Human Resources of the disposition of their application.

14.028. In the event of multiple openings, an Arena Bidding process may be utilized. The District and the Union will meet and mutually agree as to the timelines and steps involved in the arena bidding process.

14.03. Promotions: New or vacant job positions will be filled based upon the principle of "promotion from within," provided, employees have the qualifications and abilities to perform the duties and responsibilities of the new or vacant job position.

14.031. Employees who are promoted to new or vacant job positions in the current fiscal year shall be paid in their new, higher classifications effective on the date they are notified of the promotion. Employees accepting new or vacant job positions for the following fiscal year shall be paid in their new, higher classifications effective on the day they begin work or the start date indicated on the posting, whichever is first.

14.032. Employees promoted to a job position with a higher pay classification shall serve a 45 working day trial period.

14.033. If, during the trial period, it is determined by the School Board that the employee's performance is unsatisfactory, or for some other valid reason as determined by the Superintendent, the School Board shall have the right to reassign the employee to the employee's former job position.

14.034. Acceptance of New Position – an employee who is awarded a new position will be provided the opportunity to shadow the employee in the current position (or comparable position) two working days, and make a final decision regarding the acceptance of the position 24 hours after the two shadow days. This shadowing period will include an interview and feedback opportunity with the principal/supervisor. The scheduled shadow days are not required to be consecutive, but should take place as soon as possible.

14.04. Filling of Vacancies: When considering employees who have bid for a new or vacant job position (job posting or promotion), the position shall be awarded to the senior qualified bidder. All benefit eligible/full-time bidders for a benefit eligible/full-time position shall be considered before any part-time bidder. The most senior qualified bidder must meet the following qualifications to be awarded a position:

- No written reprimand or higher within the past 12 months
- Not on a Performance Improvement Plan (e.g. Job Target and/or Plan of Assistance)
- Must pass qualifying test prior to bidding
- Must take part in a standardized interview process conducted by HR and the Department/Building Administration. A score of 70% is required to pass the interview.
- Must have successfully completed 6 month probationary period.

If the bidder does not meet the minimum threshold to pass the interview, the next qualified senior bidder will be invited to interview.

14.05. Temporary Vacancies:

14.051. The School District may at its discretion post a position on a temporary basis when a vacancy occurs due to an approved leave of absence in the bargaining unit.

14.052. An employee who fills a temporary position shall, at the end of the temporary assignment, return to a position of like status and pay as the Employee occupied prior to accepting the temporary assignment. During the period of time an Employee works in the temporary assignment, there will be no loss of benefits and other rights as provided by this Contract.

14.06. Administrative Transfer: Employees may be transferred by the School Board.

Seniority and posting requirements established by this Article shall not apply to an administrative transfer involving 2 regular employees. Administrative transfers will be discussed with the Union prior to implementation. Administrative transfers shall not be allowed for unfair or arbitrary reasons.

14.07. Union Notification: The Union Steward shall receive copies of all postings, notices of promotion, updated job descriptions and transfers as provided by this Article. Postings for new positions shall be provided to Union Stewards five (5) days in advance of actual posting.

## **ARTICLE XV SENIORITY**

15.01. Definition: Seniority shall be defined as the length of continuous employment with the School Board in a full-time, benefit eligible or part-time job position covered by this Contract.

15.02. Seniority Date: Following the completion of the probationary period, as provided by Section 7.02, an employee's seniority date shall be established as the first day of most recent employment. When a part-time employee successfully becomes a benefit eligible/full-time employee, they will be credited with a prorated seniority date, which will be their seniority date for bidding and reduction of work force purposes.

15.03. Seniority List: The School Board shall prepare an updated seniority list on October 1 and March 1, a copy of which will be forwarded to the Union and the Union Steward. An employee may challenge the correctness of the seniority list by filing a grievance as provided in Article XIX of this Agreement, within twenty (20) calendar days after the seniority list is posted

15.04. Loss of Seniority: Employees shall lose their seniority standing in the event of retirement, resignation, discharge, failure to return from layoff, failure to report to work without just cause, failure to notify of decision on options under 15.061, failure to return after 10 working days as specified in 14.342, or layoff of more than 1 year.

15.05. Break in Seniority: Employees shall not earn seniority credit during periods of suspension, layoff, or an Unpaid Leave of Absence as provided by Section 19.01.

15.06. Reduction of the 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 from full-time, benefit eligible or part-time as defined in 7.01. Employees in affected job positions shall be given written notice of a work force

reduction. When more than one employee is affected, they shall be offered such options in an arena setting, bidding in seniority order. The arena bidding process will be facilitated by one member of Human Resources and one steward from OPEIU.

15.061. For the purposes of reduction of the work force, the following definitions of employment status will apply;

- Full time 12 month – Full benefits including vacation
- Full time 9, 10, 10.5 month– Pro-rated benefits with no vacation
- Benefit eligible – working less than 6 hours per day, but more than 1100 hours per 12 month period - Pro-rated benefits with no vacation
- Part Time/Working less than 6 hours per day, but more than 14 hours per week– No benefits or vacation

15.062. Employees notified of a work force reduction may bid for posted vacant or new job position in accordance with Article 14.

15.0621. Full time and part-time employees notified of a workforce reduction shall have the following options, or may at any point in the process voluntarily accept layoff status:

FIRST OPTION: Retain the original position in its new status or hours per year schedule (When position is reduced but not eliminated)

SECOND OPTION: Replace the least senior employee in the same classification and employment status and hours per year, provided the employee has the abilities and qualifications to perform the duties of the job position. (Same class & hours per day as held prior to reduction).

THIRD OPTION: If no such employee exists pursuant to Option 3, replace the least senior person in the same classification having a different but most nearly equivalent employment status and hours per year, provided the employee has the abilities and qualifications to perform the duties of the job position (Same class with most like hours per year), OR replace the least senior employee in the next classification down having the same employment status and hours per year, provided the employee has greater seniority and the abilities and qualifications to perform the duties of

the job position. (Next classification down same or most similar hours per year).

FOURTH OPTION: If no such employee exists pursuant to Option 4, replace the least senior employee in successive lower classifications having different but most nearly equivalent employment status and hours per year, provided the employee has greater seniority and the abilities and qualifications to perform the duties of the job position. (Successive lower classifications with most like hours).

15.063. Employees so notified of their options shall reply in writing to the Director of Human Resources within 7 calendar days of receiving such notice, therein notifying the School Board of their intent to elect of one of their described options. Such reply may be in the form of e-mail. Failure to provide such timely written notice shall constitute a resignation on the part of the employee.

15.064. The replacement procedure shall be implemented and repeated until the affected employees do not have the seniority or abilities and qualifications necessary to replace other employees, at which time the affected employees shall be placed on layoff.

15.065. An employee whose hours have been reduced and/or eliminated or who has been bumped from their position during the replacement procedure will have the right to return to the former position if the hours are reinstated or the position becomes vacant within 6 calendar months.

15.066. In the event of elimination or reduction of multiple positions, an Arena Bumping Process will be utilized. The District and the Union meet and mutually agree as to the timelines and steps involved in the Arena Bumping Process.

15.07. Return from Lay-Off: Employees on layoff status shall return to work in accordance with the following:

15.071. Employees on layoff shall be considered to have automatically bid for all posted vacant or new positions having the same or higher pay classifications same hours and days as the employees on layoff.

15.0711. If selected for a posted position, an employee shall be notified by certified mail, return receipt requested, of the date to return to work.

15.0712. Within 5 calendar days from the date of notification to return to work a selected employee shall notify the School Board by certified mail,

return receipt requested, of their acceptance or refusal to return to work.

15.0713. A selected employee who refuses to accept an offered position or who fails to respond within the 5 calendar day period shall be considered to have resigned.

15.072. Employees on layoff may voluntarily submit bids for all posted vacant or new job positions regardless of pay classification, hours and days.

15.0721. If selected for a posted job position an employee shall be notified by certified mail, return receipt requested, of the date to return to work.

15.0722. Within 5 calendar days from the date of notification to return to work the employee shall notify the School Board by certified mail, return receipt requested, of their acceptance or refusal to return to work.

15.0723. A selected employee who refused to accept an offered position or who fails to respond within the 5 calendar day period shall be considered to have resigned.

15.073. An employee on layoff shall be recalled to work in the event of a vacant position in the same job position from which the employee was laid-off. The employee shall be notified of recall by certified mail, return receipt requested, of the date to return to work.

15.0731. Within 5 calendar days from the date of notification to return to work the employee shall notify the School Board by certified mail, return receipt requested, of their acceptance or refusal to return to work.

15.0732. An employee refusing recall or who fails to respond within the 5 calendar day period shall be considered to have resigned.

15.074. Employees on layoff status shall have the personal responsibility of keeping the School Board informed of their current address for the purpose of receiving notices required by this Section.

15.075. Employees who do not report for employment as notified or who are on layoff status for more than 1 year shall be considered to have resigned and shall be removed from the recall list.

15.076. Employees returning to employment as provided by this Section shall be



paid in accordance with the job position's pay classification assignment and the employee's corresponding Compensation Schedule Step placement at the time of layoff.

15.08. If a reduction of the work force necessitates the restructure of any surviving job positions, the Union shall be notified and such positions shall be referred to the Classification Review Committee, as per 8.08

## **ARTICLE XVI RETIREMENT**

16.01. Contributions: The School Board shall make the P.E.R.A. and F.I.C.A. retirement contributions on behalf of eligible employees in accordance with State and Federal Law.

16.02. Notice of Retirement: If it is your intention to retire, please give signed notice by May 1<sup>st</sup> in the school year prior to your year of retirement.

## **ARTICLE XVII 403 (b) MATCHING PLAN**

17.01. 403b Matching Plan: All Full time employees are eligible for a TSA or 403b matching plan. As of January 1, 2013, the employer contribution to the match shall be a maximum of \$91.66 monthly to an annual maximum of \$1100.00.

17.011. Severance Reduction: An individual eligible for the severance package shall have their maximum severance amount reduced by the amount of the employer matching contribution to the Matching Plan described in 17.01. Should the employee choose not to participate in the Matching Plan, there will be no reduction in severance.

## **ARTICLE XVIII SEVERANCE PAY**

18.01. Eligibility: Full-time employees hired on or before January 1, 2004, as defined in Article 7, Section 7.011, who have completed at least 15 years of continuous

employment with the School Board and who are at least 55 years of age, shall be eligible for a severance payment, pursuant to the provisions of this Article, upon submission of a written resignation accepted by the School Board.

18.011. Leaves of Absence: Time spent on approved Leaves of Absence, as provided in Article 19, shall be included in the calculation of years of continuous employment.

18.012. Determination of Age: For purposes of this Article, an employee's age shall be that attained during the fiscal year, at the end of which, the employee elects to retire. The fiscal year shall be defined as beginning on July 1 of one year and ending on June 30 of the following year.

18.013. Discharge for Cause: This Article shall not apply to any employee who has been discharged for cause by the School Board.

18.02. Basis of Severance Payment: Full-time qualifying employees hired on or before January 1, 2004, at the time of their retirement, shall have their choice of one of the two Options listed below for calculation of their severance payment.

Option I: A qualifying employee, upon retirement shall be eligible to receive a severance payment in an amount obtained by multiplying three (3) times the employees accrued/unused paid absence leave at the time of retirement, not to exceed 125 days times the employee's daily rate of pay, not to exceed \$14,500;

or

Option II: A qualifying employee, upon retirement shall be eligible to receive a severance payment in an amount obtained by multiplying 90% of the employee's accrued/unused paid absence leave at the time of retirement, not to exceed 150 days times the employee's daily rate of pay, not to exceed \$18,000.00

18.021. Daily Wage Rate: The daily wage rate shall be determined by multiplying the employee's hourly wage rate, as established by Article 8, times their scheduled work day.

18.03. Maximum Payment: The maximum retirement / severance payment benefit, under the provisions of this Article, shall be \$14,500.00 under Option I and \$18,000.00 under Option II.

18.04. Payment: Upon retirement an employee shall receive a single severance payment within 15 days of retirement date. Said payment shall be paid directly into the retiree's 403B account as designated by the retiree. The retiree will not receive any direct payment from the District for severance pay.

18.041. Deductions: Deductions shall be made from the severance payment only as required by law.

18.042. Beneficiary: If the employee dies after the effective date of retirement but before the total severance payment has been received, the balance due shall be paid to a named beneficiary or, lacking same, to the estate of the deceased.

18.05. Insurance: Employees, who retire prior to age 65, shall be eligible to participate in one of the group health and hospitalization insurance programs established by Article 10, Section 10.02 of this Contract.

18.051. Retired employees shall pay the entire monthly premium of such insurance program in which they elect to participate.

18.052. Termination of Eligibility: Retired employees eligibility for participation in a group health and hospitalization program as defined in this Section shall cease upon qualification for Medicare.

## **ARTICLE XIX UNPAID LEAVES OF ABSENCE**

### 19.01. Daily Unpaid Absences

19.011. In the event it is necessary for a part-time employee to be absent to conduct personal business (e.g., court appearance, estate settlements), which cannot be attended to outside of the employee's scheduled work day, a part-time employee may be granted two (2) days of unpaid absence leave per work year, in an amount of no less than two (2) hours, subject to the approval of the Director of Human Resources. Employees will not be required to provide a reason when making this request. Requests may be denied based on staffing needs on the date requested.

19.012. Requests for daily unpaid absences shall be made in writing at least seven (7) calendar days in advance to the Director of Human Resources, except in the event of an emergency.

19.02. Unpaid Leave of Absence:

19.021. A benefit eligible/full-time employee who has been employed by the School Board for 2 full years or more may request an Unpaid Leave of Absence without pay for a period not to exceed 2 calendar years.

19.022. The request shall be in writing and may be granted, at the discretion of the School Board, subject to the following conditions:

19.0221. An Unpaid Leave of Absence, when granted, shall be for a period of time as is agreed upon between the Director of Human Resources and the employee, subject to the approval of the School Board.

19.0222. Unpaid Leaves of Absence granted by the School Board shall be in writing and shall contain the dates of departure and return, a copy of which shall be sent to the Union.

19.0223. An employee returning from an approved Unpaid Leave of Absence of six (6) months or less shall be returned to the employee's former position.

19.0224. An employee returning from an approved Unpaid Leave of Absence of more than six (6) months shall be returned to a position of like status and pay, in accordance with 15.062.

19.0225. An employee returning to work prior to expiration of their approved Unpaid Leave of Absence may bid on vacant positions, in accordance with Article XIV. An employee who accepts such a position waives any and all return rights.

19.0226. An employee not returning to work at the expiration of their approved Unpaid Leave of Absence shall be considered to have resigned.

19.023. Subject to the provisions of this Contract and the limitations of the group insurance programs established by Article 10, an employee on an Unpaid Leave of Absence may continue to participate in the group insurance programs. An employee choosing to continue participation shall pay the full monthly premiums of such programs, effective on the date the Unpaid Leave of Absence begins.

19.024. Employees shall not earn seniority credit during an approved Unpaid Leave of Absence

19.03. Unpaid Medical Leave of Absence: Benefit eligible/full-time employees, who have exhausted earned paid absence leave, may request an Unpaid Medical Leave of Absence not to exceed 6 calendar months.

19.031. An Unpaid Medical Leave of Absence, when granted, shall be for a period of time as is agreed upon between the Director of Human Resources and the employee, subject to the approval of the School Board. An Unpaid Medical Leave of Absence shall not be granted to secure other employment.

19.032. An Unpaid Medical Leave of Absence when granted by the School Board shall be in writing to the employee and shall contain the dates of departure and return, a copy of which shall be sent to the Union.

19.033. An Unpaid Medical Leave of Absence may be extended by the School Board for an additional 6 calendar months.

19.034. An employee returning from an approved Unpaid Medical Leave of Absence of six (6) months or less shall be returned to the employee's former position.

19.035. An employee returning to work prior to expiration of their approved Unpaid Medical Leave of Absence may bid on vacant positions, in accordance with Article XIV. An employee who accepts such a position waives any and all return rights as outlined in 19.062.

19.036. Employees shall continue to accrue seniority while on an Unpaid Medical Leave of Absence.

19.037. Subject to the provisions of this Contract and the limitations of the group insurance programs established by Article 10, an employee on an Unpaid Medical Leave of Absence may continue to participate in the group insurance programs. An employee choosing to continue participation shall pay the full monthly premiums of such programs effective on the date the Unpaid Medical Leave of Absence begins.

19.04. Unpaid Maternity Leave of Absence: Employees who are pregnant may request an Unpaid Maternity Leave of Absence. Requests for an Unpaid Maternity Leave of Absence shall be in writing and when granted by the School Board shall not exceed 6 calendar months in duration and shall be subject to the following conditions:

19.041. Notice: The employee shall give the School Board and the Union written notice requesting an Unpaid Maternity Leave of Absence no later than 30

calendar days prior to commencement of the Unpaid Maternity Leave and shall present therewith the written medical certification from her doctor regarding her pregnant condition and the expected date of delivery. Such notice shall contain a requested commencement date and return date for the Unpaid Maternity Leave.

19.042. Application: The employee shall be required to discontinue employment at any time during the term of her pregnancy if so advised by her doctor, or the School Board's doctor, or if she is not capable of regularly and efficiently performing her duties, or if there is any danger to her personal medical safety.

19.043. Return to Work: The employee shall be entitled to return to work, to the employee's former position, in accordance with the dates of her Unpaid Maternity Leave as approved by the School Board, and as provided in Section 19.04.

19.044. Early Return to Work: An employee returning to work prior to expiration of their approved Unpaid Maternity Leave may bid on vacant positions, in accordance with Article XIV. An employee who accepts such a position waives any and all return rights as outlined in 19.43.

19.045. Retention of Benefits: If the employee qualifies and returns to work in accordance with 19.043, either to her original job position or to a job position of like status and pay, she will be given credit for seniority during the period of her leave.

19.046. Continuation of Insurance: Subject to the provisions of this Contract and the limitations of the group insurance programs established by Article 10, an employee on an Unpaid Maternity Leave may continue to participate in the group insurance programs. An employee choosing to continue participation shall pay the entire monthly premiums of such programs effective on the date the Unpaid Maternity Leave of Absence begins.

19.047. Conformance to Law: The provisions of this Article are subject to such amendment or modification as may be required to comply with any future applicable State or Federal Laws or regulations which may become binding upon the parties hereto.

## **ARTICLE XX GRIEVANCE PROCEDURE**

20.01. Grievance Definition: A "grievance" shall mean an allegation by an employee resulting from a dispute or disagreement between the employee and the School Board

as to the interpretation or application of this Contract.

20.02. Representative: The employee or School Board may be represented during any step of the procedure by any person or agent designated by such party to act on their behalf.

20.03. Time Limitation and Waiver: Grievances shall not be valid for consideration unless the grievance is submitted in writing to the appropriate supervisor setting forth the facts, the specific provisions of this Contract allegedly violated, and the particular relief sought within 20 calendar days after the date giving rise to the grievance, or within 20 calendar days of the date the employee, through the use of reasonable diligence should have had knowledge of the occurrence. Failure to file any grievance within such time limitation shall be deemed a waiver thereof. Failure to appeal a grievance from one step to another within the time limitations hereinafter provided shall constitute a waiver of the grievance. Any time limitations included in this Article may be extended by mutual agreement between the parties.

20.04. Adjustment of Grievances: An effort shall first be made to adjust an alleged grievance informally between the employee and the appropriate supervisor. If this effort is unsuccessful the grievance shall then be adjusted as follows:

20.041. Step 1: If the grievance is not resolved through informal discussions, the appropriate supervisor shall issue a written decision on the grievance to the employee involved and the Union within 10 calendar days after receipt of the written grievance.

20.042. Step 2: In the event the grievance is not resolved at Step 1, the decision rendered may be appealed by the Union to the Director of Human Resources, provided such appeal is made in writing within 5 calendar days after receipt of the decision at Step 1. If a grievance is properly appealed to the Director of Human Resources, the Director of Human Resources or a designee shall set a time to meet with the Union Business Representative regarding the grievance within 5 calendar days after receipt of the appeal. Within 5 calendar days after the meeting with the Union Business Representative, the Director of Human Resources or a designee shall issue a decision in writing to the Union and the employee involved.

20.043. Step 3: In the event the grievance is not resolved at Step 2, it may be appealed by the Union in writing within 7 calendar days to the School Board or its designee. Following receipt of a Step 2 appeal, the School Board shall hear the grievance within 14 calendar days. At the option of the School Board, a committee

or representative(s) of the School Board may be designated to hear the appeal at this level, and report its findings and recommendations to the School Board. Within 14 calendar days after the meeting, the School Board shall issue its decision in writing. In the event the grievance is not resolved in Step 3, it may be appealed by the Union in writing within 10 calendar days to arbitration.

20.05. Denial of Grievance: Failure by the School Board to issue a decision within the time limitations provided herein shall constitute a denial of the grievance and the Union may appeal to the next step.

20.06. Arbitration Procedures: In the event that the Union and the School Board are unable to resolve a grievance at Step 3, the grievance may be submitted to arbitration as hereinafter provided.

20.061. Request: A request to submit a grievance to arbitration must be in writing signed by the Union and must be filed with the Superintendent within ten (10) calendar days following the decision at Step 3 of the grievance procedure.

20.062. Prior Procedure Required: No grievance shall be considered by the arbitrator which has not been first duly processed in accordance with the grievance procedure.

20.063. Selection of an Arbitrator: If a grievance is appealed to arbitration, representatives of the School Board and the Union shall meet and attempt to mutually agree on a suitable arbitrator. If the parties cannot agree upon an arbitrator, either party may request the Public Employment Regulations Board to submit a list of 5 arbitrators from which the parties shall select one. The method of selection shall be in accordance with the rules of the P.E.R.B.

20.064. Decision: The written decision by the arbitrator shall be rendered within thirty (30) calendar days after the close of the hearing. Decisions by the arbitrator in cases properly before the arbitrator shall be final and binding upon the employee, the Union, and the School Board, subject, however, to the limitations of arbitration decisions as provided by the P.E.L.R.A.

20.065. Expenses: Each party shall bear its own expense in connection with arbitration including expenses relating to each party's representatives, witnesses, and any other expenses which each party incurs in connection with presenting its case in arbitration. A transcript or recording shall be made of the hearing at the request of either party and the cost shall be borne by the requesting party or if



the request is mutual, the cost shall be shared. The parties shall share equally fees and expenses of the arbitrator and any other expenses which the parties mutually agree are necessary for the conduct of the arbitration.

**ARTICLE XXI  
NONDISCRIMINATION**

21.01. Equal Application of Contract: The terms and conditions established by this Contract will be applied to all employees equally, without regard to or discrimination for or against any individual because of race, color, creed, sex, national origin, or membership or non-membership in the Union. (Refer to Board Policy ACI.)

21.02. Performance of Job Duties and Responsibilities: Employees shall perform their duties and responsibilities in a nondiscriminatory manner, without regard to race, color, creed, sex, national origin or membership or non-membership in the Union, as such duties and responsibilities involve other employees and the general public.

**ARTICLE XXII  
PUBLIC OBLIGATION**

22.01. No Strike: The exclusive representative agrees that at no time, either the exclusive representative or any person acting on its behalf, nor any individual employee, engage in any strike, including sympathy strikes, or unfair labor practice as defined by the P.E.L.R.A.

22.02. No Lockout: In consideration hereof, the School District agrees that it will not engage in any lock out of members of the bargaining unit during the period covered by the no strike agreement.

**ARTICLE-XXIII  
DURATION**

23.01. Terms and Reopening Negotiations: This Contract shall remain in full force and effect for a period commencing on July 1, 2017, unless provided otherwise herein, through June 30, 2019. If either party desires to modify or terminate this Contract effective June 30, 2017, it shall give written notice of such intent no later than April 1, 2019. Unless otherwise mutually agreed, the parties shall not commence negotiations more than 90 calendar days prior to the expiration of this Contract.

23.02. Effect: This Contract constitutes the full and complete agreement between the School Board and the Union as the exclusive representative of the employees. The provisions herein relating to terms and conditions of employment supersede any and all prior contracts, resolutions, practices, School Board policies, rules, or regulations concerning terms and conditions of employment inconsistent with these provisions.

23.03. Finality: Any matters relating to the terms and conditions of employment, whether or not referred to in this Contract, shall not be open for negotiations during the term of the Contract.

23.04. Severability: The provisions of this Contract shall be severable, and if any provisions thereof or the application of any such provisions under any circumstances are held invalid, they shall not affect any other provisions of this Contract or the application of any provision thereof.

**Memorandum of Agreement**

It is hereby agreed between the South Washington County Schools, Independent School District No. 833, and the Office and Professional Employees International Union, Local 12 as follows:

A six member team (2 HR and 4 OPEIU) will meet a minimum of 4 times a year to focus on training and development for Office Professional employees. Specific items will include, but are not limited to, the creation of Standard Operating Procedure Documents for each job classification/area and determining and offering training and workshop opportunities based on Office Professional needs and requests.

James B. Mitchell / Ginda Daley / Kevin Witherspoon

Chief Negotiator for Local 12

Director of Human Resources

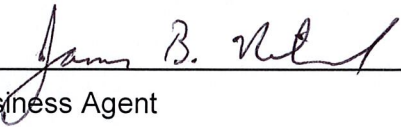
Dated this \_\_\_\_ day of \_\_\_\_\_, 2018

Dated this \_\_\_\_ day of \_\_\_\_\_, 2018

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

FOR:

Office and Professional Employees  
International Union, Local No. 12  
(A.F.L.-C.I.O., C.L.C.)

  
Business Agent

  
Negotiator

\_\_\_\_\_  
Negotiator

\_\_\_\_\_  
Negotiator

Dated this \_\_\_\_ day of \_\_\_\_\_, 2018

FOR:

South Washington County Schools  
Independent School District  
No. 833

  
Chairman

  
Vice-Chair

  
Director of Human Resources

Dated this \_\_\_\_ day of \_\_\_\_\_, 2018

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