

Original

**2016-2018 EDUCATIONAL OFFICE
EMPLOYEES CONTRACT**

AGREEMENT

BETWEEN

**INDEPENDENT SCHOOL DISTRICT NO. 277
MINNETRISTA, MINNESOTA 55364**

- AND -

**EDUCATIONAL OFFICE EMPLOYEES
AFSCME LOCAL NO. 2013, DISTRICT COUNCIL 5**

**EFFECTIVE: July 1, 2016
through
June 30, 2018**

APPROVED BY:
EOE Employees: August 2, 2016
School Board: August 8, 2016

TABLE OF CONTENTS
2016-2018 EDUCATIONAL OFFICE EMPLOYEES CONTRACT

<u>ARTICLE</u>	<u>TITLE</u>	<u>PAGE</u>
I	PURPOSE	2
II	RECOGNITION OF EXCLUSIVE REPRESENTATIVE	2
III	DEFINITIONS	2
IV	SCHOOL BOARD RIGHTS	3
V	EMPLOYEE RIGHTS	4
VI	TERMS AND CONDITIONS OF SERVICE	5
VII	WAGE SCHEDULE PLACEMENT/PAYMENT	8
VIII	PAID SNOW/EMERGENCY DAYS/HOLIDAYS	10
IX	GROUP INSURANCE	10
X	ABSENCE AND LEAVE	12
XI	SEVERANCE PAY & RETIREMENT INSURANCE	15
XII	DEFERRED COMPENSATION	16
XIII	GRIEVANCE PROCEDURE	16
XIV	DURATION	17
	SIGNATURE PAGE	18

AGREEMENT

ARTICLE I PURPOSE

Section 1. Parties: This Agreement is entered into between the School Board of INDEPENDENT SCHOOL DISTRICT NO. 277, MINNETRISTA, MINNESOTA (hereinafter referred to as the District), and DISTRICT 277 EDUCATIONAL OFFICE EMPLOYEES, AFSCME LOCAL NO. 2013, DISTRICT COUNCIL NO. 5, AFSCME, an affiliate of the AFL/CIO (hereinafter referred to as the Union or Exclusive Representative), pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, as amended (hereinafter referred to as PELRA), to provide the terms and conditions of employment for Educational Office Employees during the duration of this Agreement. This Agreement has as its purpose the promotion of harmonious relations between the District and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of hours of employment and compensation therefore -- including fringe benefits and the District's personnel policies affecting the working conditions of the employees.

ARTICLE II RECOGNITION OF EXCLUSIVE REPRESENTATIVE

Section 1. Recognition: In accordance with the PELRA, the District recognizes DISTRICT 277 EDUCATIONAL OFFICE EMPLOYEES, AFSCME LOCAL NO. 2013, DISTRICT COUNCIL 5, AFSCME - AFL/CIO, as the exclusive representative for educational office employees employed by the school board of Independent School District No. 277, which exclusive representative shall have those rights and duties as prescribed by the PELRA and as described in the provisions of this Agreement.

Section 2. Appropriate Unit: The Exclusive Representative shall represent all such employees of the District contained in the appropriate unit as defined in Article III, Section 2 of this Agreement PELRA, and in certification by the Commissioner of Mediation Services, herein referred to as the Commissioner, if any. Recognizing that the Union is required by PELRA to be the sole bargaining representative of all the employees within the coverage of this Agreement, the District shall not enter into any agreements or negotiate with any individual employee or group of employees with respect to terms and conditions of employment and will deal solely through the agency of the Union.

ARTICLE III DEFINITIONS

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

Section 2. Description of Appropriate Unit: For purposes of this Agreement, the appropriate unit shall mean all classified, administrative secretarial and clerical office personnel employed by Independent School District No. 277, Minnetrista, Minnesota, who are public employees within the meaning of Minn. Stat. 179A.03, sub. 14, excluding confidential, supervisory, and all other employees.

Section 3. District: Any reference to the District in this Agreement shall mean the school board, its administrators, or its other designated officials or representatives.

Section 4. Eligible and Non-Eligible Employees: For the purposes of this agreement, eligible employees are those employees regularly assigned six (6) or more hours per day. Non-eligible employees work less than six (6) hours per day.

Section 5. Full Time Employees: Full time employees shall be assigned to work sixteen hundred and eighty (1,680) or more hours per year. For Full-Time Equivalency (FTE) calculations, paid Holiday hours will be added to the assigned work hours.

Section 6. Basic Assignment: Shall mean the annual hours for pay indicated in the Pay & Benefits calculation form. Employees must have pre-approval from their direct supervisor to work beyond their basic assignment. At the end of each fiscal year there will be a review of time sheets for those employees whose assignment is less than sixteen hundred and eighty (1,680) hours per year. If the employee works eighty (80) or more additional hours beyond the basic assignment, then the FTE for that same fiscal year will be adjusted. Compensatory time used shall not apply to this section. The revised FTE will not apply to the next fiscal year. If the employee is enrolled in the district's medical and/or dental plan, then the district's contribution and the employee's responsibility toward medical and dental premiums for the prior twelve months will be recalculated. Credits toward the medical and/or dental premiums will be processed on the July 15th payroll. A credit will be applied to the July 15th paycheck for those employees who are regularly paid on that payroll. A refund check will be issued on July 15th to all others. See Article IX, Section 5, Subd. 6 for details on the proration factor.

Section 7. Other Terms: Terms not defined in this Agreement shall have those meanings as defined by PELRA.

ARTICLE IV SCHOOL BOARD RIGHTS

Section 1. Inherent Managerial Rights: The Exclusive Representative recognizes that the District is not required to meet and negotiate on matters of inherent managerial policy, which include, but are not limited to, such areas of discretion or policy as the functions and programs of the District, its overall budget, utilization of technology, the organizational structure, and selection and direction and number of personnel; and all management rights and functions not expressly delegated in this Agreement are reserved to the District.

Section 2. Management Responsibilities: The Exclusive Representative recognizes the right and obligation of the District to efficiently manage and conduct the operation of the school district within its legal limitations, and with its primary obligation to provide educational opportunity for the students of the school district.

Section 3. Effect of Laws, Rules, and Regulations: The parties recognize that all employees covered by this Agreement shall perform the services and duties prescribed by the District and shall be governed by the laws of the State of Minnesota and by school district rules, regulations, directives, and orders issued by properly designated officials of the District, insofar as such rules, regulations, directives, and orders are not inconsistent with the terms of this Agreement, and recognize that the school board, all employees covered by this Agreement, and all provisions of this Agreement are subject to the laws of the state.

ARTICLE V
EMPLOYEE RIGHTS

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

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

Section 3. Request for Dues Checkoff: Employees shall have the right to request and be allowed dues checkoff for the Exclusive Representative. Upon receipt of a properly executed authorization card from the employee involved, the District will deduct from the employee's paycheck the dues that the employee has agreed to pay to the employee organization during the period provided in said authorization. Deductions shall be made each month and transmitted to the Exclusive Representative, together with a list of names of the employees from whose pay deductions were made.

Section 4. Fair Share Fee: In accordance with PELRA, any employee included in the appropriate unit who is not a member of the Exclusive Representative may be required by the Exclusive Representative to contribute a fair share fee for services rendered as exclusive representative. The fair share fee for any employee shall be in an amount equal to the regular membership dues of the Exclusive Representative less the cost of benefits financed through the dues and available only to members of the Exclusive Representative, but in no event shall the fee exceed eighty-five (85) percent of the regular membership dues.

The Exclusive Representative shall provide written notice of the amount of the fair share fee assessment to the Commissioner, the District, and to each employee to be assessed the fair share fee.

A challenge by an employee or by a person aggrieved by the assessment shall be filed in writing with the Commissioner, the District, and the Exclusive Representative within thirty (30) days after receipt of the written notice. All challenges shall specify those portions of the assessment challenged and the reasons therefore, but the burden of proof relating to the amount of the fair share fee shall be on the Exclusive Representative. The District shall deduct the fee from the earnings of the employee and transmit the fee to the Exclusive Representative thirty (30) days after the written notice was provided, or, in the event a challenge is filed, the deductions for a fair share fee shall be held in escrow by the District pending a decision by the Commissioner, the Public Employees Relations Board (PERB), or court. Any fair share challenge shall not be subject to the grievance procedure.

The Exclusive Representative hereby warrants and covenants that it will defend, indemnify and save the District harmless from any and all actions, suits, claims, damages, judgments and executions or other forms of liability, liquidated or unliquidated, which any person may have or claim to have, now or in the future, arising out of or by reason of the deduction of the fair share fee specified by the Exclusive Representative as provided herein.

Section 5. Miscellaneous: The District agrees that during working hours, on the District's premises, and without loss of pay, Union representatives shall be allowed to:

- a. Post Union notices during shift break time.
- b. Distribute Union literature during shift break time.

- c. Solicit Union membership during shift break time.
- d. Transmit to the administration communications authorized by the local Union officers or other Union representatives concerning enforcement of any provision of this Contract.

General Union meetings will not be held during working hours except as authorized by the District.

ARTICLE VI
TERMS AND CONDITIONS OF SERVICE

Section 1. Employment Period Detail: The annual terms of service for full-time classified educational office personnel shall be July 1 through June 30. The work week shall normally be five (5) days -- Monday through Friday -- exclusive of one-half (1/2) hour for noon lunch. Daily hours and work days per year will be arranged and determined by the District. Personnel shall arrange a calendar of work days with their immediate unit administrator to accumulate to the required number of work days during the period from July 1 through the following June 30.

Sub. 1. Four Day Week Plan: Beginning with the first Monday following the close of school in the spring, and ending the last Friday before the start of Teacher Workshop in the fall, a four (4) day week plan is permissible -- provided coverage can be arranged so buildings are open five days per week whenever that is determined to be necessary by the unit administrator.

Sub. 2. Shift Break Schedule: The maximum number of minutes for lunch and breaks is as follows:

<u>Five Day Week Plan</u>	<u>Four Day Week Plan</u>
8.5 hour shift-max. 60 min.	10.5 hour shift-max. 70 min.
9.0 hour shift-max. 90 min.	11.0 hour shift-max. 100 min.

Sub. 3. Split Shifts: There are to be no split shifts -- two significant periods of work separated by an extensive period of time, in excess of one (1) hour -- except as agreed to by the employee.

Sub. 4. Part-Time Employees: The District reserves the right to employ such part-time personnel as deemed necessary by the District. In the event that the District should reduce any existing position or job function, the District shall give preference to the existing employee prior to hiring a part-time employee to fill said position and job function. An existing employee whose position has been reduced from full-time to part-time shall be given preference for existing and available part-time or full-time positions for which said employee is qualified. Full-time positions shall not be divided up for the purpose of utilizing part-time employees to fill one full-time position.

Sub. 5. Starting Times: Starting times shall be determined by the District.

Section 2. Probationary Period:

Sub. 1. A new employee under the provisions of this Agreement shall serve an initial probationary period of one (1) year of continuous service in the District, during which time the District shall have the unqualified right to suspend without pay, discharge or otherwise discipline such employee. During this initial probationary period, the employee shall have no recourse to the grievance procedure, insofar as suspension, discharge, or other discipline is concerned. However, an initial probationary employee shall be entitled to a conference with a District representative and a representative of the Union. An initial probationary employee shall have the right to bring a grievance on any other provision of this Contract alleged to have been violated.

Sub. 2. Employees promoted or transferred, but not demoted, to a different classification, as enumerated in Section 5 of this article, shall serve a ninety (90) day probationary period in that classification. During this probationary period, the District may revert the employee to

the previous, or similar, position. The employee shall also have the right to return to the previous, or similar, position during the probationary period.

Section 3. Discharge and Discipline:

Sub. 1. The District shall have the right to impose disciplinary actions on employees for just cause.

Sub. 2. Disciplinary actions by the District may include the following actions:

1. Oral reprimand
2. Written reprimand
3. Suspension without pay
4. Discharge

Sub. 3. Employees who are subjected to the above actions shall have the right to recourse through the grievance procedure.

Section 4. Seniority: The District recognizes that the purpose of seniority is to provide declared policy as to the order of Layoff and Recall of employees. Seniority shall be based from the employee's first date of employment in the bargaining unit. Such seniority shall be lost if the employee (1) resigns voluntarily or (2) is discharged for just cause. The District shall publish a revised seniority list by March 1 of each year. The District shall provide a copy of the revised seniority list to the Union and in electronic form accessible to all members. If changes to assignment occur after March 1, the Union may request a new list at the end of the year. Employees shall have twenty (20) working days to challenge their rank or status. The absence of such a challenge shall constitute full agreement by the employee.

Section 5. Layoff:

Sub. 1. The District will provide two (2) weeks written notice prior to layoff.

Sub. 2. Employees with the least Seniority will be laid off first. If an employee's position is eliminated, the employee shall have the right to displace the least senior employee in the class. The displaced person shall have the right to displace the least senior person in the next lower classification providing the person displaced has less seniority than the displacing person.

Sub. 3. Tie Breaker: In the event of a tie, the employee with the earliest, continuous (excluding leaves) employment in the District shall be considered the employee with the most seniority. Ties shall be broken by placing the names of the employees in "a hat" and a name drawn out one at a time. The first name drawn is entitled to keep the position. In the case of multiple ties, the next name drawn out will be the first name placed on lay-off status and subject to recall. The Union Steward and a District Designee will facilitate the process.

Sub. 4. Layoff Classification Bumping Chart:

GROUP A

GROUP B

Group A and Group B positions are identified in the Wage Schedule in Article VII.

Sub. 5. Layoff and Recall During Strikes by other Employee Bargaining Units:

a. In the event bargaining unit positions are eliminated due to shortage of work during strike activity by other District bargaining units, the following procedure for layoff and recall shall be implemented:

1. The District will make a reasonable effort to transfer affected employees on the basis of qualification and seniority to work opportunities where they can maintain employment during the strike activity.

2. When work becomes available in the employee's(s') vacated position(s), the employee(s) shall be recalled to the position(s).
- b. For all other layoff and recall situations, Section 5, Sub. 1 and Section 6 of this Article shall apply.

Section 6. Recall:

Sub. 1. For a period of two (2) years from the date of layoff, if any opening occurs in the District, the employee with the most seniority shall have the first choice to be rehired if the position is at or lower than the employee's previous pay class. For recall purposes, seniority shall be determined as defined in Section 4 of this Article.

Sub. 2. Personnel recalled during the two (2) year period -- subject, however, to the limits of the contract in effect at the time of recall -- (1) will retain their proper wage, (2) will be credited with the sick and personal leave accumulations, if any, at the time of placement on layoff, and (3) will not have severance benefits affected adversely in terms of the continuous employment requirement. Further seniority and other benefit accrual shall cease during the layoff period.

Sub. 3. An employee on recall status is eligible to participate in the District's group insurance programs if permitted under the insurance group provisions, but shall pay the entire premium for such programs the employee wishes to retain, commencing with the beginning of the date of layoff. It is the responsibility of the employee to make arrangements with the District Business Office to pay to the District the monthly premium amounts in advance and on such date as determined by the District, or otherwise lose coverage after thirty (30) days notice. Participation in insurance programs shall be for a period no longer than required by law.

Section 7. Vacancies:

Sub. 1. Posting: There shall be a posting of Educational Office Employee (EOE) job openings, so that employees qualified for the positions shall have an opportunity to apply for them. "Posting" shall mean a notice in electronic form accessible to all members.

Sub. 2. The Union may offer suggestions as to the qualifications of applicants; however, final decision for transfer, assignment, and advancements shall be up to the District.

Sub. 3. The District reserves the right to shift employees within the employees' classification to other buildings or assignments in the event such a shift is in the best interests of the District for the administration of the Districts' operations. Except in cases of emergency, employees and the Exclusive Representative shall be given at least two (2) calendar weeks written notice of such a shift. A shift shall be subject to the grievance procedure.

Sub. 4. Promotion: Current employees in this bargaining unit will be given primary consideration for promotion prior to consideration of applicants from outside the staff. If there are no qualified personnel in the bargaining unit, the District may then pursue selection of applicants from outside the staff.

Section 8. Resignations: The District requires two (2) calendar weeks written notice from employees before termination of employment. The District will likewise give two (2) weeks notice prior to layoff. The District may withhold any severance benefits if proper notice is not given. In the event of separation of service without notice as a result of death, illness, or accident of the employee, where the employee could not reasonably be expected to provide prior notice to the District, the Employer will not withhold severance benefits, if any, due to the employee's failure to provide proper notice. Within sixty (60) days after the District has taken action to sever the employee's ties with the District, the District will pay the severance benefit. The Superintendent shall make the final decision as to determination of final benefits.

ARTICLE VII
WAGE SCHEDULE PLACEMENT/PAYMENT

Section 1. Wage Schedules: The wages listed below shall be in force during the term of this Agreement.

		<u>2016-2017</u>	<u>2017-2018</u>
Group A	Minimum	\$19.00	\$19.00
Admin. Assistant, Building Principal			
Boser, Karen		\$24.00	\$24.48
Davis, Jacquelyn		\$24.00	\$24.48
Gyllen, Lori		\$25.18	\$25.69
Hadden, Juliann		\$22.11	\$22.56
Admin. Assistant, Community Education			
Carter, Leslie		\$19.38	\$19.77
Admin. Assistant, Special Services			
Wulf, Sally		\$19.77	\$20.16
Admin. Assistant, Food Services			
Bailey, Deborah		\$22.87	\$23.33
Admin. Assistant, Activities Office		\$22.98	\$23.44
Peterson, Lynne			
 Group B	Minimum	 \$17.00	 \$17.00
Admin. Assistant, Guidance Office			
Laube, Lynne		\$22.53	\$22.98
Admin. Assistant, High School Office			
Bruckner, Amanda		\$17.90	\$18.26
Admin. Assistant, Early Childhood			
Novotny, Pamela		\$20.08	\$20.49

Section 2. Years of Service Pay: In addition to the base wage, employees with eight (8) or more years of service shall receive a years of service payment as indicated below:

<u>During Years of Employment</u>	<u>Additional Pay</u>
8-11	\$.10 per hour
12-29	\$.15 per hour
30+	\$.20 per hour

Section 3. Paychecks:

Sub. 1. Employees shall receive checks twice monthly, according to the district's payroll schedule. If the schedule changes significantly, the district and union representatives will review the change. The total annual earnings of each employee will be calculated each fiscal year, based on the number of days and hours to be worked, and divided equally among the total number of paychecks to be received by that employee. Appropriate adjustments in annual earnings shall be made given changes in an employee's job title or assignment.

Sub. 2. Employees working less than twelve months will receive an initial paycheck on the fifteenth (15th) or last day of the month following beginning of employment after July 1, with subsequent equal checks through the following June 30.

Section 4. Wage Position Classification:

Sub. 1. Placement: New personnel may be placed in any of the service classifications upon initial recommendation of the immediate supervisor and concurrence of the District.

Sub. 2. Prior Experience:

(a) OUT OF DISTRICT: Prior experience in a similar position within the last six (6) years prior to employment by the District may be recognized to the extent that three-thousand (3,000) hours of verified employment may result in a starting hourly wage not to exceed one-hundred and eleven percent (111%) of the minimum hourly wage in the appropriate wage group. Determination of outside experience credit is the prerogative of the District.

(b) IN DISTRICT: Prior experience in District EOE positions will be given full credit on a percentage basis for each two-thousand (2,000) hours of verified service, but prior District clerical experience under the School Service Employee Contract will be evaluated on an individual basis by the District and the employee shall serve a ninety (90) day probationary period. Hours of prior District experience as determined in this Section may be used as credit for determining wage placement. Sick and personal leave accumulations, if any, will be retained; however, all are subject to Contract limits in effect at the time of employment in this unit.

Sub. 3. Progression: Personnel shall be granted a wage increase on July 1 only. To be eligible for a wage increase, the employee must be in the unit prior to January 1, preceding.

Sub. 4. Position Rate of Pay: Appointees to positions involving a higher rate of pay shall maintain their proportionate wage on a percentage basis according to the Wage Schedule and shall receive the higher rate of pay at the beginning of the second pay period following entry into the position, retroactive to the date of appointment. If a position is reclassified, or substantially changed, or a new position and/or classification is created, the Exclusive Representative may request the District to negotiate a different wage.

Sub. 5. Replacement: An employee temporarily substituting for another employee in a higher paid classification for ten (10) or more consecutive days shall receive the higher rate of pay for the position retroactive to the first day of substitute service.

Sub. 6. Any personnel leaving the District's employ before the adoption of the new contract shall be entitled to retroactive benefits providing they apply for such benefits in writing within thirty (30) days after ratification of the Contract by the School Board.

Section 5. Training/Workshop Payments: Registration fees, expenses, and mileage for attendance at workshops, conventions, and courses approved by the immediate supervisor or building principal will be reimbursed by the District. Transportation may be arranged by the District. Not more than one employee will be authorized to travel out of state at District expense each year. No one employee will be authorized to travel out of state at District expense more frequently than once every five years. The District shall pay Minnesota Association of Educational Office Professionals (MAEOP) dues annually for all members of this bargaining unit.

Section 6. Overtime: All work necessary in excess of forty (40) hours per week is to be compensated at the rate of time and one-half (1 1/2) the employee's regular wage.

All overtime hours shall be paid on the next regular pay date following submission of a timesheet unless compensatory time off is requested by the employee and approved by the District's designee. Compensatory time off in lieu of cash payment of overtime shall be earned at the rate of one and one-half (1 1/2) hours for each hour of overtime worked and may be accumulated to a maximum agreeable to the employee and his/her supervisor. Compensatory time shall be used in the year that it is earned at a time mutually agreeable to the employee and the employee's supervisor, or paid at the hourly rate listed in Article VII, Section 1. In the event that the employee has accrued compensatory time

remaining at the end of the fiscal period, the remaining time shall be paid to the employee as part of their final check of that school year.

All overtime must be pre-approved by the immediate supervisor. Overtime will be paid for work performed on holidays as defined by this agreement. Co-curricular hours may be approved by the Activities Director or other appropriate designee of the District.

Co-curricular event work will be paid at the rate of co-curricular pay established by the District, except that time and one-half (1 1/2) of the co-curricular hourly pay rate will be paid for such work in excess of forty (40) hours per week.

Section 7. Mileage: The use of private automobiles required or authorized by the District for business shall be reimbursed at the reimbursement rate approved by the IRS.

Section 8. Uniform Allowance: A uniform allowance may be claimed at the beginning of each school year by the Administrative Assistant, Food Service. This individual shall receive an allowance for up to two (2) district-approved uniform shirts. Reimbursement will be made to the employee after receipts have been submitted to the Food Service Coordinator.

Section 9. Certification: The Administrative Assistant, Food Service will be reimbursed for certification fees associated with obtaining or maintaining School Nutrition Association Certification. Reimbursement will be made to the employee after receipts have been submitted to the Food Service Coordinator.

ARTICLE VIII PAID SNOW/EMERGENCY DAYS AND HOLIDAYS

Section 1. Snow/Emergency Days: On snow/emergency days, only EOE employees called by the immediate administrator, coordinator, or supervisor will be required to work. Those employees who do work on snow/emergency day(s) will be granted compensatory time off on some other day when school is not in session, as approved by the immediate administrator, coordinator, or supervisor. In any event, all personnel will be paid on snow/emergency days. If a snow/emergency day occurs during an employee's absence, the employee will not receive additional pay nor compensatory time because of the snow/emergency day.

Section 2. Holidays: Employees will be paid for five (5) holidays during the 2016-17 fiscal year, and ten (10) holidays during the 2017-18 fiscal year and subsequent years. Holiday pay will be added to the contract limit on each Pay & Benefits Calculation Form and spread evenly among all twenty-four (24) pay periods.

ARTICLE IX GROUP INSURANCE

Section 1. Eligibility: The parties agree that only eligible employees as defined in Article III shall be eligible for group insurance benefits as provided for in this Article. The parties further agree that the District shall offer one basic plan, to be designated by the District, for each of the coverage areas and that each such plan shall be the same plan for all employee groups or individual employees in the District. Optional plans may be offered as required by law or as determined by the District.

Section 2. Claims Against the District: The parties agree that any description of insurance benefits contained in this Article is intended to be informational only and the approval of any employee for benefits shall be governed by the terms of the insurance policy purchased by the District pursuant to this Article. It is further understood that the District's only obligation is to purchase an insurance policy and pay such amounts as agreed to herein and no claim shall be made against the District as a result of a denial of insurance benefits by an insurance carrier.

Section 3. Selection of Carrier: The recommendation of the insurance carriers and policies shall be made by the District's Employee Benefits Committee. The Union shall have representatives on the committee.

Section 4. Effective Date: All employees' group insurance benefits shall commence on the first day of the month following the date of employment in the District. District contributions shall continue until the last day of the month following employee's employment with the District, or when the employee no longer is eligible for insurance benefits, whichever date occurs first.

Section 5. Health and Hospitalization Insurance: The District will provide health and hospitalization insurance for employees according to the following plans:

Sub. 1. Single Coverage: The District shall contribute two-thirds (2/3) of the monthly premium of the open access plan toward the premium for individual coverage for employees employed by the District who are enrolled for single coverage in the District's group health and hospitalization plan.

Sub. 2. Employee + 1 Coverage: The District shall contribute two-thirds (2/3) of the monthly premium of the open access plan toward the premium of Employee + 1 coverage for employees employed by the District who are enrolled for Employee + 1 coverage in the District's group health and hospitalization plan. Employees desiring coverage for one dependent are eligible for Employee + 1 coverage for themselves and that dependent.

Sub. 3. Family Coverage: The District shall contribute two-thirds (2/3) of the monthly premium of the open access plan toward the premium for family coverage for employees employed by the District who are enrolled for family coverage in the District's group health and hospitalization plan.. Employees desiring family coverage must so indicate to the Human Resources office within thirty (30) days of change in status. Employees desiring coverage for two or more dependents are eligible for family coverage for themselves and their dependents, and in all cases must sign an appropriate enrollment form.

Sub. 4. Those employees electing coverage under any alternate health/hospitalization plan shall pay the difference between the District's contribution to the district group health plan premium and the premium cost of the alternate plan.

Sub. 5. In addition to the base plans offered by the District, eligible employees may elect coverage under the district's voluntary high-deductible health plan and corresponding voluntary employees' beneficiary association (VEBA). Employees are not required to participate in this voluntary plan. Employees electing coverage under the high-deductible health plan and VEBA model agree that district contributions toward the VEBA and health plan premiums will be outlined in School Board Policy No. 4235 which is reviewed annually.

Sub. 6. The specified amounts are the District's monthly contributions for employees working at least sixteen hundred and eighty (1,680) hours per year. For other eligible employees, the District's contribution is prorated by the following factor: Assigned annual hours divided by sixteen hundred and eighty (1,680) hours. In no event shall the District's contribution exceed the cost of the premium.

Section 6. Term Life Insurance: The District will purchase a term life insurance policy for fifty-thousand dollars (\$50,000) for each qualified employee. In addition, the Employee will have the

option of purchasing additional life insurance coverage, as provided by the carrier, and subject to insurance underwriting in effect at the time, at no additional cost to the District.

Section 7. Income Protection Insurance: The District will purchase income protection insurance coverage for each eligible employee providing coverage equal to two-thirds (2/3) of the employee's annual wages. In addition, the Employee will have the option of purchasing supplemental coverage at no cost to the District, subject to the insurance underwriting in effect at the time.

Section 8. Dental Insurance: The District will provide dental insurance for employees according to the following plans:

Sub. 1. Single Coverage: The District shall contribute one-hundred percent (100%) of the monthly premium toward the premium for individual coverage for employees employed by the District who are enrolled for single coverage in the District's group dental plan.

Sub. 2. Family Coverage: The District shall contribute one-hundred percent (100%) of the monthly premium toward the premium for family coverage for employees employed by the District who are enrolled for family coverage in the District's group health and hospitalization plan. Employees desiring family coverage must so indicate to the Human Resources office within thirty (30) days of change in status.

Section 9. Workers Compensation:

Sub. 1. In case of disability caused by sickness or injury and covered by Workers' Compensation, employees may use their accumulated sick leave to supplement the amount received from Workers' Compensation and their regular wages for a period of up to ninety (90) days. The accumulated sick leave used and the Workers' Compensation combined shall not exceed an employee's regular wages. If an employee uses accumulated sick leave in an amount greater than the difference between Workers' Compensation and their regular wages, the employee shall be required to pay the district for all excess sick leave received. Upon the receipt of the excess sick leave payment, the employer shall credit the employee's accumulated sick leave bank with two-thirds (2/3) of the received payment.

Sub. 2. An eligible employee, while receiving worker's compensation benefits, will continue to receive District contributions toward group insurances as provided for in Article IX to the extent permissible by the Family and Medical Leave Act and Consolidated Omnibus Budget Reconciliation Act (COBRA).

ARTICLE X ABSENCE AND LEAVE

Section 1. Sick Leave:

Sub. 1. Full time employees earn twelve (12) days of paid sick leave time per year, which may accumulate to a maximum of nine-hundred and sixty (960) hours of sick leave per employee.

Sub. 2. Part time employees (those who work less than sixteen hundred and eighty (1,680) hours) earn a pro-rata amount of paid sick leave time which may accumulate to a maximum of nine-hundred and sixty (960) hours.

Sub. 3. The total amount of sick leave time to be earned each month shall be credited to the employee on the first workday of each month. Employees shall be allowed to use accrued time that will be earned in the current fiscal year during the year in which it will be earned. Employees will not be allowed to have a negative number of accumulated hours at the end of the fiscal year.

Sub. 4. Sick leave with pay shall be allowed according to Minnesota Statutes section 181.9413, as amended, and whenever an employee's absence is due to illness or injury of the employee, the employee's child or adult child, spouse, domestic partner, sibling, parent,

mother-in-law, father-in-law, grandchild, grandparent or stepparent which prevented his/her attendance and performance of duties on that day or days. For purposes of this section, an employee's child is defined as in Minnesota Statutes sections 181.940, subdivision 4, and 181.9413(e), as amended. Absences related to the illness or injury of the employee or the employee's child will be paid to the limit of the employee's accumulated sick leave. Absences related to the individuals listed above other than an employee or an employee's child will be paid to a limit of 160 hours in any 12-month period.

This provision currently reflects the language in section 181.9413 (2014), which outlines the employees who may use sick leave benefits. If section 181.9413 is amended, the employees eligible to use sick leave benefits under this provision will be the same as those set forth in section 181.9413, as amended. Any other amendments to section 181.9413 will be hereby incorporated into this provision. For example, any change in the amount of sick leave available to individuals other than the employee or the employee's child (currently "no less than 160 hours in any 12-month period") will be incorporated into this provision so that the maximum amount of hours available under this provision is the minimum amount of hours set forth in the statute.

Sub. 5. The District may require an employee to furnish a medical certificate from a qualified physician as evidence of illness, indicating such absence was due to illness, in order to qualify for sick leave pay. However, the final determination as to the eligibility of an employee for sick leave is reserved to the District. In the event that a medical certificate will be required, the employee will be so advised.

Sub. 6. Sick leave allowed shall be deducted from the accrued sick leave time earned by the employee.

Sub. 7. Sick leave pay shall be approved only upon submission of a request on the District's employee access system.

Sub. 8. An employee who initiates absence for maternity reasons, because of disability attested to by a physician, shall be on sick leave and consume accumulated sick leave days for no longer than twelve (12) weeks following childbirth, whereupon extended sick leave is contingent on further medical advice of certificate, to the limit of accumulated sick leave days.

Sub. 9. Sick Leave Donation: To meet the needs of an employee who has utilized all accrued sick leave time, the Steward(s) will discuss with the School District the needs of the employee requesting a donation and upon approval of the Superintendent or Designee may request from the employees of this group a contribution of accumulated sick leave time of no more than sixteen (16) hours per incident for another employee. Employees wishing to donate sick leave time may not donate so that their accumulated sick leave goes below fifty (50) hours.

Section 2. Personal Leave:

Sub. 1. Full-time employees will be granted three (3) personal leave days per year. Employees who work less than full time will earn a pro-rata equivalent of personal leave. The Administrative Assistant for Community Education will be granted five (5) personal leave days per year. Any request for personal leave (other than for emergency reasons) must be submitted to the supervisor three (3) days in advance. In the case of an emergency, employees may access personal leave, but shall notify the supervisor as soon as possible and disclose the reason for the emergency. Personal Leave does not have to be used for emergencies only.

Sub. 2. In the case of bereavement from death in the immediate family (spouse, spouse of person regarded as a domestic partner, children, parents, parents of spouse, grandparents, grandparents of spouse, siblings, siblings of spouse), up to five (5) additional leave days may be used from available sick leave days, with the approval of the employee's immediate supervisor.

Sub. 3. Unused personal leave may be carried over to the next year. In no event shall personal leave exceed five (5) days. Those who choose to carry over personal leave will be responsible for notifying the District by June 1st. Employees who choose not to carry over personal leave will automatically be paid for any time remaining at the regular hourly rate of pay. The personal leave balance shall be paid on June 30th of each school year.

Section 3. Court and Jury Leaves: An employee shall be allowed to be absent from work if subpoenaed for any court appearance or if required to serve jury duty. During said absence, the employee shall be paid the regular wage, however, prior to receipt of wage, the employee shall provide a copy of the court payment checkstub or other documentation showing a breakout of the payment, along with reimbursement to the District for the court's per diem payment.

Section 4. General Leaves of Absence:

Sub. 1. Employees with a minimum of one (1) year of experience in the District may apply for an unpaid leave of absence for a specific period of time and for a maximum in lump or in aggregate for three (3) years, subject to the provisions of this section. The granting of such leave shall be at the discretion of the District. The one year of experience will be waived for child care.

Sub. 2. Written application for such leave must be made to the District three (3) months prior to the commencement of the leave. This requirement may be waived at the discretion of the District.

Sub. 3. Such leave may be granted by the school board for extended illness of the employee, extended illness of the employee's family, civic activities, adoptions, political office, rest, travel, study, scholarship, childcare, and other reasons deemed appropriate at the discretion of the District.

Sub. 4. An employee on 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 the employee wishes to retain, commencing with the beginning of the leave. It is the responsibility of the employee to make arrangements with the District Business Office to pay to the District the monthly premium amounts on such date as determined by the District, or otherwise lose coverage after thirty (30) days notice, provided said notice requirement is not in violation of COBRA. Participation in insurance programs shall terminate pursuant to COBRA.

Sub. 5. An employee on leave of absence under this section shall retain such amount of sick leave time, experience credit and other accrued benefits which employee had accrued, if any, at the time s/he went on leave for use upon return. No additional sick leave, experience credit, or other benefits shall accrue for the period of time that an employee is on leave, except as otherwise provided herein. Leaves of less than six (6) months will not prevent increment movement on the wage schedule.

Section 5. Medical Leave:

Sub. 1. An employee who has completed the probationary period and who is unable to perform his/her duties because of illness or injury and who has exhausted all sick leave credit available, or has become eligible for long term disability compensation, may, upon request, be granted a medical leave of absence; without pay, for up to twelve (12) months. This leave may be renewed at the discretion of the school district.

Sub. 2. A request for leave of absence, or renewal thereof, under this section shall be accompanied by a written doctor's statement outlining the condition of health and estimated time when the employee is expected to be able to assume normal responsibilities.

Sub. 3. If the leave is not renewed, the person must return to work or shall be considered as having resigned from his/her employment.

Sub. 4. An employee on leave is eligible to participate in group insurance programs as described in Section 4, Sub. 4.

Section 6. Workshop Absences: Absences for workshops may be granted for attendance at professional workshops (MAEOP, etc.) approved by the employee's immediate supervisor with concurrence of the Superintendent.

Section 7. Union Leave: Where applicable, employees shall be granted a leave of absence for purposes of Union business in accordance with M.S. 179A.07, Subd.6.

ARTICLE XI SEVERANCE PAY AND RETIREMENT INSURANCE BENEFITS

Section 1. Only those employees hired prior to September 1, 1982 and who have completed at least 20,880 hours of continuous service with the school district shall be eligible for severance pay pursuant to the provisions of this article upon submission of a written resignation accepted by the School Board.

Section 2. The total amount of severance pay shall be twelve thousand dollars (\$12,000.00).

Section 3. Severance pay shall be paid by the District as follows:

Sub. 1. Subject to the limitations below, the District will contribute an amount equal to one hundred percent (100%) of the employee's severance pay directly into the retiree's 401(a) account. The retiree will not receive any direct payment from the District for severance pay.

Sub. 2. The District's severance pay into the retiree's 401(a) account must not exceed the Internal Revenue Service contribution limit.

Sub. 3. The District will only make severance payment(s) to investment vendor(s) that have hold harmless agreements on file with the District.

Sub. 4. The employee will need to contact the program representative and complete the required enrollment forms after submitting their letter of retirement.

Sub. 5. The District's severance payment (into the retiree's 401(a) account will be made within thirty (30) days of the employee's retirement date, contingent upon the employee submitting the required enrollment forms a minimum of thirty (30) days prior to the payment.

Sub. 6. This is the complete agreement to the parties regarding the payment of severance pay. There are no other oral or implied agreements.

Sub. 7. Severance pay shall not be granted to any employee who is discharged by the District.

Section 4. Retirement Insurance Benefits: Those employees who have competed ten (10) or more years of continuous service with the District and who are at least fifty-five (55) years of age, and are not discharged by the District, shall be entitled to the following health and hospitalization insurance benefits upon retirement from the District:

Sub. 1. The employee may remain in the District's existing group health and hospitalization insurance program to the extent permitted by the applicable insurance contracts.

Sub. 2. The Employee will receive the District's contribution towards single insurance coverage in an amount paid by the District at the time of the employee's retirement. The dollar amount will remain constant and shall in no event continue beyond eligibility for Medicare.

Sub. 3. The difference in premium, if any, must be paid by the employee monthly, in advance, and on such dates as determined by the District, or otherwise the employee's coverage will be terminated.

Sub. 4. For the purposes of this provision, continuous service is not broken by an approved leave pursuant to the contract.

ARTICLE XII
DEFERRED COMPENSATION

Section 1. The District shall participate in a matching deferred compensation program for eligible employees in an amount up to nine hundred dollars (\$900) per year, with a maximum District contribution of thirty thousand dollars (\$30,000) per employee.

Section 2. Employees shall be eligible beginning in their fourth year of employment in the District. This provision does not apply to individuals who are in the Severance Pay Program.

Section 3. Enrollment in the program shall be voluntary. Once eligible, it is the employee's responsibility to request the information from the District offices and begin the Deferred Compensation Program by notifying the proper carrier as designated by the District.

ARTICLE XIII
GRIEVANCE PROCEDURE

Section 1. Grievance means a dispute or disagreement as to the interpretation or application of any term or terms of the written contract. Grievances shall be settled in the following manner, and the steps set forth must be followed in the order listed within the time limits prescribed and by the persons noted or their delegates.

STEP 1. The grievance shall be presented in writing, including the specific issues involved, to the employee's immediate supervisor within twenty (20) working days after the employee knew or should have known of the violation. If a settlement is not reached and the Union wishes to appeal to Step 2, the Union must present the grievance to the School Superintendent within five (5) working days after presentation of the grievance to the immediate supervisor.

STEP 2. The School Superintendent or his/her designee shall schedule a Step 2 meeting within five (5) working days of receiving such written grievance. The time and place for meetings under Step 2 shall be at the discretion of the District's designee. The Step 2 designee shall, within five (5) working days following the Step 2 grievance meeting, prepare a written response to the Step 2 grievance and forward this response to the grievant and the Union Representative. If the grievance is not yet resolved after the Step 2 meeting, the union shall have ten (10) working days from the date of the Employer's last response to move the grievance to Step 3.

STEP 3.

Arbitration: If the Union wishes to appeal a Step 2 denial to Step 3, the Union must request a list of Arbitrators from the Bureau of Mediation Services (BMS) within ten (10) working days from the date of the Employer's response to Step 2. The parties shall attempt to agree on an arbitrator, but in the event they are not able to reach agreement, the parties shall alternately strike names from the list until a single arbitrator remains. Determining which party shall strike the first name shall be accomplished by the toss of a coin. The arbitrator shall have no power to add to, subtract from, or modify any of the terms of the written agreement, or to any agreement made supplementary hereto, and shall only be allowed to rule on those cases that apply to the definition of a grievance as described in this section. The decision of the arbitrator, is within the scope of his/her power, shall be binding on both parties within the limitations of PELRA, as amended. The expense and fees of the arbitrator shall be borne jointly by the District and the Local. If a transcript is desired, the party requesting it will pay

for it. Any loss of time by the employee and his/her representative to attend an arbitration hearing shall not be compensated by the District.

Additional steps available to the union for resolution of the grievance:

- a. School Board: The Union may request a hearing before a committee of the School Board prior to filing for arbitration. It is within the discretion of the School Board whether it grants the Union a hearing before a committee of the Board.
- b. If both parties agree, the grievance may be submitted to the BMS for Mediation as well.

Section 2. Time Limits: The parties, by mutual agreement, may waive any step and extend any time limits in a grievance procedure. However, failure to adhere to the time limits will result in a forfeit of the grievance. Should the District fail to respond within the time limits of any step of the grievance procedure, the grievance shall immediately proceed to the next step of the procedure.

Section 3. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate and legal at any level of the procedure.

Section 4. The Union officer and the employee involved will be allowed reasonable time to investigate and to process grievances during working hours.

ARTICLE XIV DURATION

Section 1. Term and Reopening Negotiations: This agreement shall remain in full force and effect for a period commencing on July 1, 2016 through June 30, 2018, and thereafter until modifications are made pursuant to PELRA. If either party desires to modify or amend this Agreement it shall give written notice of such intent no later than April 1, 2018.

Section 2. Effect: This Agreement constitutes the full and complete agreement between the District and the Exclusive Representative representing the employees of the school district. The provisions herein relating to terms and conditions of employment supersedes 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 negotiations during the term of this Agreement except if mutually agreed by the parties.

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

2016-2018 EDUCATIONAL OFFICE EMPLOYEES CONTRACT

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS AGREEMENT AS FOLLOWS:

FOR:
DISTRICT 277 EDUCATIONAL OFFICE
EMPLOYEES, AFSCME LOCAL 2013
DISTRICT COUNCIL NO. 5
BY:

FOR:
IND. SCHOOL DISTRICT NO. 277,
WESTONKA PUBLIC SCHOOLS
5901 Sunnyfield Road East,
Minnetrista, MN 55364
BY:

Local Union President

School Board Chair

Union Business Agent

School Board Representative

Wage Committee Representative

School Board Clerk

Wage Committee Representative

Superintendent

DATE: _____


DATE: _____

2016-2018 EDUCATIONAL OFFICE EMPLOYEES CONTRACT

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DISTRICT 277 EDUCATIONAL OFFICE
EMPLOYEES, AFSCME LOCAL 2013
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BY:


Local Union President

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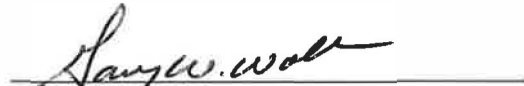
BY:


School Board Chair


Union Business Agent


School Board Representative


Wage Committee Representative


School Board Clerk


Superintendent

DATE: 10/10/2016

DATE: 10/10/2016

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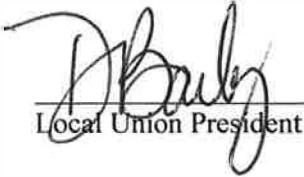
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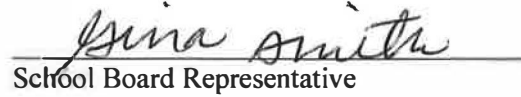

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Superintendent

DATE: 10/10/2016

DATE: 10/10/2016