



SAINT PETER PUBLIC SCHOOLS

Agreement

With

Office Support Staff

2021-2022

and

2022-2023

**OFFICE SUPPORT STAFF
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**OFFICE SUPPORT STAFF AGREEMENT
2021-2023**

**ARTICLE I
PURPOSE**

1.1 PARTIES:

This AGREEMENT is entered into between the School Board of Independent School District 508, Saint Peter, Minnesota, hereinafter referred to as the school district, and the Minnesota Teamsters Public and Law Enforcement Employees Union, Local No. 320, hereinafter referred to as the union, pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, as amended, to provide the terms and conditions of employment for secretarial support staff employees during the duration of this AGREEMENT.

**ARTICLE II
RECOGNITION OF EXCLUSIVE REPRESENTATIVE**

2.1 RECOGNITION OF EXCLUSIVE REPRESENTATIVE:

In accordance with the PELRA, the school district recognizes Minnesota Teamsters Public and Law Enforcement Employees Union, Local 320, as the exclusive representative for the Secretarial Support Staff Employees of Independent School District 508, which exclusive representative shall have those rights and duties as described by PELRA and as described in the provisions of this AGREEMENT.

2.2 APPROPRIATE UNIT:

The exclusive representative shall represent all such employees of the district contained in the appropriate unit, the PELRA and the director of mediation services certification, if any.

2.3 DESCRIPTION OF APPROPRIATE UNIT:

For purposes of this AGREEMENT, the term support staff employees shall mean: secretaries, clerk-typist, receptionists, and accounting clerks, excluding those employees whose service does not exceed fourteen (14) hours per week or who hold positions of a temporary or seasonal character for a period not in excess of one hundred (100) working days per calendar year.

ARTICLE III **RIGHTS, DEFINITIONS AND RESPONSIBILITIES**

3.1 TERMS:

Terms used in this AGREEMENT shall have those meanings as defined by the PELRA of 1971, as amended.

3.2 RIGHTS:

School district and employee rights shall be defined as follows:

- A. Employee rights shall be defined in the PELRA of 1971, as amended.
- B. School district rights shall be as defined in the PELRA of 1971, as amended. All management rights and functions not expressly delegated in this AGREEMENT are reserved to the school district.

3.3 RESPONSIBILITIES:

The union recognizes that the primary obligation of the school district is to provide educational opportunities for the students of the school district. The school district retains the right to efficiently manage and conduct the operation of the school district within its legal limitations in accordance with the terms of this AGREEMENT.

ARTICLE IV **UNION RIGHTS**

4.1 REQUEST FOR DUES CHECK-OFF:

Employees shall have the right to request and be allowed dues check-off for the union; provided that dues check-off and the proceeds thereof shall not be allowed the union if it has lost its right to dues check-off pursuant to 179.75 of the PELRA of 1971, as amended. Upon receipt of a properly executed dues deduction card by the employee involved, the school district will deduct from the employee's paycheck the dues that the employee has agreed to pay to the union during the period provided in said authorization.

4.2 FAIR SHARE FEE:

All employees covered by this AGREEMENT who are not members of the union may be required by the union to contribute a fair share fee. The school district, 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 the fair share fee from those employees designated as not being members of the union from the employees' paycheck.

4.3 INDEMNIFICATION:

The union shall indemnify and hold the school district harmless against any and all claims, orders or judgments made against the school district in the administration of

sections 1 and 2 of this article.

4.4 REMITTANCE:

The school district shall remit all monthly union dues and fair share fees deducted in accordance with sections 1 and 2 of this article to the union within seven (7) calendar days of the payday from which the deductions were made.

4.5 UNION STEWARD:

The union may designate employees in the bargaining unit to act as stewards and/or alternates and shall inform the employer in writing of such choices and changes in the positions of stewards and/or alternates. Stewards shall be permitted reasonable time to perform and discharge the duties that are properly assigned to them under terms of this AGREEMENT. The stewards shall be permitted reasonable time to process grievances without loss of time or pay during regular working hours. Stewards shall be allowed reasonable time to transmit messages which have originated with and are authorized by the union so long as the transmission of said messages does not interfere with their regular work assignment.

ARTICLE V
DEFINITION OF FULL-TIME - PART-TIME EMPLOYEE

5.1 FULL-TIME:

Full-time shall be any member who is regularly scheduled to work at least seven (7) hours per day for a minimum of thirty-five (35) hours per week.

5.2 PART-TIME:

Part-time employees who are regularly scheduled to work less than seven (7) hours per day and less than thirty-five (35) hours per week.

ARTICLE VI
SENIORITY

6.1 SENIORITY:

Seniority shall be defined as follows:

Continuous service in District 508 in a support staff position with the date of record being the first date of employment.

Seniority shall terminate when a support staff employee retires, resigns or is discharged.

The District will provide a seniority list by December 1st of each year and distribute it to all bargaining unit employees via email.

6.2 LAYOFF:

In the event of a layoff, employees shall be laid off according to seniority in the inverse order of hiring. Support staff employees shall be rehired according to seniority in the inverse order of layoff. A support staff employee's recall rights shall terminate after twenty-four (24) months of continuous layoff. Yearly notification of availability to be received by April 1 at the district office.

6.3 ELIMINATION OF POSITION:

In the event of the elimination of a position, the junior employee in the affected classification shall be laid off. However, the laid off support staff employee shall have the right to bump the least senior support staff employee in the next lower classification, if qualified, and as determined by the employer.

6.4 REHIRE:

Under no circumstances shall the employer hire from the open market while support staff employees are on the recall list, qualified to perform the duties of a vacant position, and are ready, willing and able to have notified the district that they are available to be re-employed.

Upon returning to a district position, the support staff employee shall be placed on the same step on the salary schedule as occupied at the time of termination and shall be given credit on the seniority list for all years worked in a secretarial support staff in the district prior to termination.

ARTICLE VII COMPARABLE WORTH

7.1 COMPARABLE WORTH:

Any and all comparable worth inequities shall be implemented and retroactive to the date of the appeal, including any classification upgrading, job description update and on file and appeals process. In order to maintain requirements of the Job Evaluation System and Equitable Compensation Relationships defined in state statute, employees may appeal their job placement.

ARTICLE VIII JOB OPENINGS

8.1 NOTIFICATION OF JOB OPENINGS:

When a vacancy in the office support staff unit occurs, consideration shall be given to the most senior qualified applicant. Openings will be posted by the building secretary from which the opening originates. If office support is not working when summer postings occur, the Superintendent's Administrative Assistant will post the position. Posting shall be made internally for five (5) working days prior to being posted externally. All support staff employees currently on the payroll and recall list will be

notified of the opening. When school is not in session, a notice will be mailed to the employee's home address. In addition, all vacancy notices shall be on file in the administrative office area of each building or program location for employee review. Stewards of the unit will receive, via mail, vacancy notices. Should the school district change the number of hours or the duties of a current position, the position need not be posted if the current employee chooses to accept the changes being made by the district.

8.2 The District will offer an interview to current employee applicants who meet the minimum qualifications for position vacancies.

8.3 When a qualified employee bids for a position, the employer will make every effort to fill the position with the most qualified employee from the unit. The district reserves the right to hire outside the unit if such an applicant is more qualified. Preference will be given to senior employees. An employee not given the position may request a written explanation.

ARTICLE IX REDUCTION OF STAFF

9.1 REDUCTION OF STAFF:

Bargaining unit support staff employees shall be notified of any decrease in staff for the next school year by June 1.

ARTICLE X NEW EMPLOYEE

10.1 NEW EMPLOYEE:

An individual being hired from the outside will serve a nine (9) month probationary period. During the probationary period, newly hired or rehired employees may be discharged at the sole discretion of the employer.

ARTICLE XI ADVANCING IN CLASSIFICATION

11.1 ADVANCING IN CLASSIFICATION:

Secretarial support staff employees transferred from one classification to another higher classification shall move to the same step presently occupied within the classification to which such support staff employee is transferred. In the event of unsatisfactory performance in the new position, the employee is eligible to return to the former classification. The employee may request moving back to the previous classification. The school district shall allow such a request provided the previous classification position has not been offered or hired, and the employee has been in the position for a minimum of two (2) weeks.

ARTICLE XII **CHANGE OF CLASSIFICATION**

12.1 CHANGE OF CLASSIFICATION PROCEDURES:

If either the support staff employee or the immediate supervisor should determine that the classification of a job no longer describes the requirement of that position the appeals process can be initiated by using the appropriate appeals process forms.

ARTICLE XIII **PERSONNEL FILES**

13.1 PERSONNEL FILES:

Members of this bargaining unit shall be notified whenever any statement, which is critical of them, is made a matter of record and placed in their personnel file. No derogatory information shall be placed in a member's file without that person's knowledge. When meetings between the employer and employee are scheduled that could lead to disciplinary action, employees will be notified of the option for representation.

If a member wishes to review this district personnel file, request shall be made to the immediate supervisor, who will schedule the review of the file. The member shall have the right to reproduce any contents of the file at the member's expense and to submit for inclusion in the file written information in response to any material contained therein. The school district may destroy such files as provided by law.

ARTICLE XIV **PAY DAY**

14.1 PAY DAY:

The full-time support staff employees pay day shall be spread equally over a twelve (12) month period and such support staff employees will be paid on the 15th and last banking day of the month (when the 15th falls on a Saturday or Sunday, pay day is the preceding Friday). Working hours for 2021-2022 are 2,088 hours and for 2022-2023 are 2,088 hours.

Less than full-time support staff employees shall be paid at the same time as full-time support staff employees for work performed during the same period.

14.2 DEPOSIT OF CHECKS:

Payroll checks of support staff personnel will be deposited each payday by the district in a district bank designated by said office personnel, and the check stub will be available electronically. A request so made must be for the balance of the school year and shall

continue from year to year until cancelled by said office personnel.

ARTICLE XV **CALL BACK TIME**

15.1 CALL BACK TIME:

There will be a minimum two-hour (2) pay for any support staff employee required to perform functions related to their job after regular working hours, or on weekends or holidays.

ARTICLE XVI **COMPENSATION TIME/OVERTIME**

16.1 COMPENSATION TIME/OVERTIME:

Support staff employees shall not be requested or required to take time off for overtime worked or to be worked. Employees may request and receive, time off as a method of paying for overtime hours when such hours have been pre-approved by their supervisor. The maximum number of compensation time hours that can be accumulated is eighty (80) hours. Compensation time shall be at the appropriate overtime rate at which it was earned. Compensation time off may be taken any time during the contract period with approval of the immediate supervisor, with a maximum carryover of twenty (20) hours to the next fiscal year.

ARTICLE XVII **SUBSTITUTE SECRETARIAL SUPPORT STAFF PERSONNEL**

17.1 SUBSTITUTE SECRETARIAL SUPPORT STAFF PERSONNEL

A non-union substitute employed to fill in for any support staff personnel will be paid at Level 1 step 1 rate of pay.

If an "in-house" employee is used to fill in for another position, that employee will be paid at the rate of the existing Step I of the classification for which they are substituting or their current job rate, whichever is greater.

ARTICLE XVIII **EMERGENCY OR SCHOOL CLOSINGS**

18.1 EMERGENCY OR SCHOOL CLOSINGS:

On days when school has been called off prior to the start of the day by the Governor or other State Representative, or when the day will be made up at a future date, only emergency duty office support staff (as determined by their supervisor in writing at the beginning of the school year) shall report to work. Staff required to work on these days will be provided with compensatory or overtime pay. All other staff will work on the "make up" day designated by the school district (if applicable). There shall be no loss in pay for time missed because of an emergency or Governor/State Representative

closure.

On days when school has been called off prior to the start of the day and when the day is identified as a "Flexible Learning Day", only emergency duty office support staff (as determined by their supervisor in writing at the beginning of the school year) shall be required to report to work. Non-emergency duty office support staff may choose to either report to work or have the option to take a vacation day (if applicable), a personal day, a day without pay, or make up the day at a time that is mutually agreeable to the staff member and building principal or supervisor. Documentation that the day has been made up must be provided to the district office by June 15 of each year.

On days when school begins late (i.e., two hour late start), office support staff shall report to work as soon as road and weather conditions allow for safe travel. There shall be no loss in pay for time missed because of an emergency.

On days when school is dismissed early, office support staff shall maintain regular work hours until dismissed by their supervisor. There shall be no loss in pay for time missed when dismissed by their supervisor. If an employee prefers to leave earlier than this, they shall be allowed to use accrued compensatory time, vacation time (if applicable), or personal leave.

ARTICLE XIX **VACATIONS**

19.1 VACATION:

All full-time support staff employees who work ten (10) months and were employed prior to January 1, 1988, shall earn vacation time with pay as follows:

- A. One (1) day of vacation for each month of employment for first five (5) years of continuous employment.
- B. One and one-fourth (1¼) days each month of employment after five (5) years and through the fourteenth (14) year of continuous employment.
- C. Four (4) weeks of vacation after fourteen (14) years of continuous employment.

If a holiday falls in the vacation period, the holiday shall not count as a day of vacation.

If hired after January 1, 1988, all support staff employed for a minimum of two hundred and sixty (260) days will earn vacation time.

- One (1) day of vacation for each month of employment for first five (5) years of continuous employment.
- One and one-fourth days (1¼) each month of employment after five (5)

- years and through the fourteenth (14) year of continuous employment.
- Four (4) weeks of vacation after fourteen (14) years of continuous employment.

Employees who work a minimum of two hundred and sixty (260) days shall be allowed to carry over five (5) days of earned vacation to the next year, to be used by the end of the current calendar year. These five (5) days cannot be used on student contact days. When vacation time is granted, employees shall not be required to provide an explanation for accrued time.

ARTICLE XX **HOLIDAYS**

20.1 HOLIDAYS:

The following days are recognized as holidays with regular pay for full time clerical employees working during the period the holiday occurs:

Independence Day	New Year's Day
Labor Day	New Year's Eve Day
Thanksgiving Day	Memorial Day
Day after Thanksgiving Day	Presidents' Day
Christmas Eve Day	Christmas Day
Good Friday	Martin Luther King Day (If school is not in session)

If a major holiday falls on Saturday, Friday would be considered the holiday and if the major holiday falls on Sunday, Monday would be considered the holiday.

If school is scheduled on a holiday, employees will be given a floating holiday which would be agreed upon by the employee and supervisor.

20.2 Less than full-time employees to receive holiday pay on a pro-rated basis.

ARTICLE XXI **SICK LEAVE**

21.1 Approved sick leave as provided in this section shall be granted with pay.

21.2 All full-time and full-time school year support staff employees shall receive one day of sick leave for each month of employment in the school district. Any part-time clerical employee shall receive sick leave on a pro-rated basis.

21.3 Sick leave benefits shall accumulate to one hundred and eighty (180) working days.

21.4 Sick leave, with pay, shall be allowed by the school district whenever a support staff employee's absence is due to any type of illness, including illness or disability caused or contributed to pregnancy or childbirth, which has prevented the attendance at school and performance of duties on that day or days.

21.5 The superintendent may require an employee to furnish a medical certificate from the school health officer or from a qualified physician as evidence of illness, in order to qualify for sick leave pay. However, the final determination as to the eligibility of an employee for sick leave as reserved to the school board.

21.6 In the event that a medical certificate will be required, the employee will be so advised.

21.7 Sick leave allowed shall be deducted from the accrued sick leave days earned by the employee.

21.8 A support staff may use sick leave to cover absences necessitated by the illness of or injury to the employee's child, as defined in MN Statute 181.940.sbd.4, adult child, spouse, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or step parent. An employee may also use sick leave benefits for safety leave, defined as providing or receiving assistance because of sexual assault, domestic abuse, or stalking. Such family health care leave shall be limited to the amount of accrued sick leave of the employee.

21.9 Sick leave pay shall be approved only upon submission of signed request upon the authorized sick leave form.

21.10 Any office personnel unable to perform duties of employment because of pregnancy, adoption or any medical complications of pregnancy, childbirth or recovery therefrom, may begin leave upon certification from the attending licensed physician that the person is unable to perform such duties, or upon the agreement by said office personnel and the building principal that leave should be commenced, and the office personnel shall be entitled to sick leave without loss of pay to the extent provided by the above. Leave in excess of unused sick leave credit of such personnel shall be treated as a leave of absence without pay during the period such personnel is unable to work due to the pregnancy, adoption or any medical complication of pregnancy, childbirth, or recovery therefrom.

21.11 An unpaid leave of absence may be granted for health reasons if recommended by the attending physician in writing and approved by the administration and the school board. Time period may be renewable, upon review, up to one (1) year.

21.12 Should an unpaid leave of absence be granted to an employee, upon returning from the leave, the employee shall be placed on the same step and will retain the

original seniority date as when they left.

21.13 In September and January of each year, employees who earn vacation time shall be allowed to trade three (3) sick leave days for one (1) additional vacation day. A maximum of six (6) sick leave days shall be allowed to be converted to two (2) vacation days per year (September 1 to August 31).

Employees who do not earn vacation time shall be allowed to trade three (3) sick leave days for one (1) additional personal day. A maximum of six (6) sick leave days shall be allowed to be converted to two (2) personal days per year (September 1 to August 31).

ARTICLE XXII **LEAVES OF ABSENCE**

22.1 UNRELATED LEAVES OF ABSENCE:

An unpaid leave of absence may be granted for other reasons, if approved by the school board, such as higher education.

22.2 SERIOUS ILLNESS OR DEATH LEAVE:

All support staff employees will be granted up to six (6) days of non-accumulative serious illness or death leave annually which may be used for serious illness or death in the immediate family. Serious illness shall be defined as life threatening in nature and immediate family shall be defined as spouse, father, mother, mother-in-law, father-in-law, siblings, children, grandparents, grandparents-in-law, sister-in-law, brother-in-law, grandchildren, step parents, and any relative or non-relative living in the household with the employee. Three (3) of the six (6) days may be used for extended family or special friend. In the event of a second or any additional deaths to the following members of the immediate family—spouse, children, father, mother, brother, sister, father-in-law, mother-in-law, grandchildren, or anyone residing in the household at the time of their death, additional leave will be granted not to exceed five (5) days per death. Any additional days taken will be taken at a full deduction in pay.

22.3 CHILD CARE LEAVE:

Child care leave shall be granted by the district to any employee upon written request delivered at least one (1) month prior to the time such leave is to be taken. Such leave may be for periods extending beyond a period of time the employee is unable to work due to pregnancy, childbirth, or recovery therefrom, but shall be for no longer than one full year from the date of the commencement of such leave. The leave shall be granted only in cases where the employee requests such leave for the purposes of attending to a newborn or newly adopted child.

Employees on child care leave, for the period not covered under sick leave, shall continue the insurance programs of the district by paying the full premiums regularly. Upon returning from approved child care leave the employee will assume the same

position the employee had upon leave.

22.4 LEAVES OF JOB RELATED INJURIES:

Upon request of an employee who is absent from work as a result of a compensable injury, while working for the school district, the school district will pay the difference between the compensation received pursuant to the Workers' Compensation Act by the employee and the employee's regular rate of pay to the extension of the employee's earned accrual of sick leave and/or vacation pay. This paragraph may be effectuated on the delivery by the school district to the employee of a paycheck for said employee's regular rate of pay during the affected period when and after the employee sends a copy of the compensation check and said amount of workers' compensation payment has been deducted from gross wages on paycheck.

22.5 JURY DUTY:

Section 1. Support staff employees of Independent School District 508 shall continue to receive their regular compensation when called for jury duty. The employee shall submit a copy of their jury duty check to the school district and that compensation, except for mileage reimbursement and any meal allowance, shall be deducted from their check.

Section 2. Any Support staff summoned or subpoenaed to provide testimony or information to any agency, commission, boards, legislative committee, arbitrator, or court, during the regular workday, shall be provided leave with pay for each day or part thereof which the clerical worker is required to be absent. The employee shall provide the school district with a copy of any compensation and this amount, except for mileage reimbursement and any meal allowance, shall be deducted from their check.

22.6 PERSONAL LEAVE:

All support staff who are employed full time or who have been employed at least one (1) year by the school district, shall be entitled to one (1) personal leave day per year accumulative to three (3) per year. All support staff who have been employed at least five (5) years by the school district shall be entitled to one (1) additional personal leave day per year accumulative to a maximum of four (4) per year. Part-time employees are pro-rated.

Employees shall not be required to give reasons for personal leave.

ARTICLE XXIII **CONTRACT PERIOD**

23.1 CONTRACT PERIOD:

July 1, 2021, to June 30, 2023

ARTICLE XXIV DISSEMINATION OF POLICIES

24.1 DISSEMINATION OF POLICIES:

Each support staff employee shall be given a copy of this AGREEMENT. At the time a new employee is placed on the payroll that employee shall be given a copy of this AGREEMENT, at which time the AGREEMENT shall be reviewed with the new employee. Employees shall also be given copies of the staff handbook.

24.2 BENEFIT DOCUMENTATION

The school district will supply each employee with a list by the end of September each year itemizing the following:

- Hourly wage
- Work days for the year
- Hours per day
- Vacation time accrued and expected accrual
- Sick days accrued and expected accrual
- Personal days accrued and expected accrual

ARTICLE XXV MILEAGE

25.1 MILEAGE:

If support staff persons are required to use their car for school business, mileage will be paid at the rate established by the IRS. The district will pay a minimum of one dollar and fifty cents (\$1.50) for any school travel for each start-up.

ARTICLE XXVI GROUP INSURANCE

26.1 SELECTION OF CARRIER:

The selection of the insurance carrier and policy shall be made by the school board in accordance with state statute.

26.2 HEALTH AND HOSPITALIZATION INSURANCE:

For 2021-22 and 2022-23, the school district will pay full single insurance at the VEBA 834, including the \$1,200 deductible, for employees contracted to work thirty-five (35) hours per week and above. The above represents the total agreement for health and hospitalization insurance and no monetary rebate shall be made to any employee should premiums be less than the amount the school district agrees to contribute. The employee may credit the amount towards the premium for family insurance coverage with the remaining premium being paid at the employee's expense.

Effective 2021 The district's contribution towards insurance shall be capped at \$13,500.00.

It is understood that the school district's only obligation is to purchase an insurance policy and pay such amounts as agreed to herein and no claim shall be made against the school district as a result of a denial of insurance benefits by an insurance carrier. In accordance with federal law, the school district shall make health insurance available to all employees contracted to work between thirty (30) and thirty-four (34) hours/per week. For these employees, there shall be no school district contribution.

26.3 INCOME PROTECTION INSURANCE:

The school district shall contribute a sum necessary to pay the premium of income protection insurance for all full-time or full-time for a school year support staff employee. Such insurance shall begin sixty (60) calendar days after the injury or illness and extend to age sixty-five (65).

26.4 LIFE INSURANCE:

The school district shall contribute a sum equal to the premium for a \$50,000 group life insurance policy for each full-time or full-time for a school year support staff employee of the school district for the term of this contract. The school district shall contribute a sum equal to the premium for a \$25,000 group life insurance policy for each part-time support staff employee of the school district for the term of this contract.

26.5 DURATION:

An employee is eligible for school district contributions, as provided by this article, as long as the employee is employed by the school district and meets the qualifications as outlined in this article. Upon termination of employment, and effective on the last working day, all school district participation and contributions shall cease unless the employee is entitled to the benefits as provided in Article XXVII under RETIREMENT.

26.6 REDUCTION OF HOURS:

Whenever a full-time employee's hours are reduced to the point where the number of hours falls below the minimum necessary to qualify for group insurance coverage, the district will try to continue health insurance with the group carrier at the employee's own expense, if so requested. The employer will allow premiums to be paid by payroll deduction so long as the employee pays the entire premium.

ARTICLE XXVII **RETIREMENT**

27.1 Any full-time support staff employee who has been employed ten (10) consecutive years by the school district may retire at the end of the school year in which he or she reaches the age of fifty-six (56) years. Upon retirement at the age of fifty-six (56) or thereafter, and with ten (10) years of full-time employment, the district will set aside

\$15,000 that may be applied towards the purchase of any of the district's medical insurance plans. This amount is for continuing coverage of medical insurance. In the event of the death of the employee, this benefit ceases.

27.2 Upon retirement at the end of the year in which a support staff employee reaches the age of fifty-six (56) years, and with ten (10) consecutive years of service, the support staff employee may remain in the district's insurance plans.

- With regard to life insurance in effect at the time of retirement, the district will continue to pay life insurance premiums for each full-time, or full-time for a school year, support staff employee for seven (7) years after retirement or to the age of sixty-five (65) years, whichever comes first.

27.3 Upon retirement at the age of fifty-five (55) or thereafter, and with ten (10) years of continuous employment in District 508, support staff employees shall be paid twenty-five (\$25.00) dollars per day for each eight (8) hour day of accumulated sick leave up to a maximum of one hundred and sixty (160) days.

ARTICLE XXVIII **GRIEVANCE PROCEDURE**

28.1 DEFINITION OF TERMS AND INTERPRETATIONS:

SUBD. 1. GRIEVANCE: A "Grievance" shall mean a dispute or disagreement as to the interpretation or application of any term or terms and conditions of any contract required by the PELRA between Independent School District 508 and the authorized representative

SUBD. 2. AGGRIEVED: A person or group of persons within the appropriate unit having a grievance.

SUBD. 3. ADMINISTRATIVE SUPERVISOR: The immediate supervisor to whom the aggrieved is responsible.

SUBD. 4. GRIEVANCE COMMITTEE: The committee appointed by the exclusive representative.

SUBD. 5. DISPOSED: A settlement of a grievance to the satisfaction of both parties that has been reduced to writing.

SUBD. 6. EXTENSION: Time limits specified in this procedure may be extended by mutual agreement.

SUBD. 7. DAYS: Reference to days regarding time periods in this procedure

shall refer to working days. A working day is defined as all weekdays not designated as holidays by state law.

SUBD. 8. COMPUTATION OF TIME: In computing any period of time prescribed or allowed by procedures herein, the date of the act, event, or default for which the designated period of time begins to run shall not be included. The last day of the period so computed shall be counted, unless it is a Saturday, a Sunday, or a legal holiday, in which event the period runs until the end of the next day which is not a Saturday, a Sunday, or a legal holiday.

SUBD. 9. FILING AND POSTMARK: The filing of services of any notice or document herein shall be timely if it bears a postmark of the United States Mail within the time period or as an attachment to an email.

28.2 REPRESENTATIVE:

The aggrieved administrator or special board may be represented during any step of the procedure by any period or agent designated by such party to act in their behalf.

28.3 TIME LIMITATIONS AND WAIVER:

Grievances shall not be valid for consideration unless the grievance is submitted in writing in the form herein prescribed to the administrative supervisor, setting forth the facts and the specific provision of the AGREEMENT allegedly violated and the particular relief sought within twenty (20) days of the knowledge of the event giving rise to the grievance. Failure to file any grievance within such period shall be deemed a waiver thereof. Failure to appeal a grievance from one level to another within the time periods hereafter provided shall constitute a waiver of the grievance.

28.4 INFORMAL DISCUSSION:

In the event that an individual or group of individuals believes that there is a basis for a grievance, he/she or they may first discuss the alleged grievance with his/her or their administrative supervisor either privately or accompanied by a representative of the grievance committee, having reduced the grievance to writing.

28.5 ADJUSTMENT OF GRIEVANCE:

The school board and the aggrieved shall attempt to adjust all grievances that may arise during the course of employment of any member of the exclusive representative in the following manner:

SUBD. 1. LEVEL I: The aggrieved shall file a grievance, with his/her administrative supervisor within twenty (20) days of knowledge of the event giving rise to the grievance. If the grievance is not disposed of, the administrative supervisor shall give a written decision on the grievance to the parties involved within ten (10) days after receipt of the written grievance.

SUBD. 2. LEVEL II: In the event the grievance is not disposed of in Level I, the

decision rendered may be appealed to the superintendent of schools, provided such appeal is made in writing, within five (5) days after receipt of the decision in Level I. If a grievance is so appealed to the superintendent, the superintendent shall set a time to meet regarding the grievance within fifteen (15) days after receipt of the appeal. Within ten (10) days after the meeting, the superintendent shall issue a decision in writing to the parties involved.

SUBD. 3. LEVEL III: In the event the grievance is not disposed of in Level II, the decision rendered may be appealed to the school board, provided such appeal is made in writing, within five (5) days after receipt of the decision in Level II. If a grievance is so appealed to the clerk of the school board, the school board shall set a time to hear the grievance within twenty (20) days after receipt of the appeal. Within twenty (20) days after the meeting, the school board shall issue its decision, in writing, to the parties involved. At the opinion of the school board, a committee of the board may be designated by the board to hear the appeal at this level, and report its finding and recommendations to the school board. The school board shall then render its decision.

28.6 SCHOOL BOARD REVIEW:

The school board reserves the right to review any decision issued under Level I or Level II of this procedure provided the school board or its representative notify the parties of its intention within ten (10) days after the decision has been rendered. In the event the school board reviews a grievance under this Section, the school board reserves the right to reserve or modify such decision. Such notification by the board automatically advances the grievance to Level III.

28.7 DENIAL OF GRIEVANCE:

Failure by the school board or its representative to issue a decision within the time periods provided herein shall constitute a denial of the grievance and the aggrieved may appeal it to the next level.

28.8 LEVEL II INITIATION:

A grievance that affects a group of members of the exclusive representative involving more than one administrative supervisor and all salary determination grievances shall be initiated at Level II.

28.9 ARBITRATION PROCEDURES:

In the event the aggrieved and the school board are unable to resolve any grievance, any grievance may be submitted to arbitration as defined herein:

SUBD. 1. REQUEST: A request to submit a grievance to arbitration must be in writing, signed by the aggrieved, and such request must be filed in the office of the superintendent within ten (10) days following the decision in Level III of the grievance procedure.

SUBD. 2. PRIOR PROCEDURE REQUIRED: No grievance shall be considered by the arbitrator who has not been first duly processed in accordance with the grievance procedure and appeal provisions.

SUBD. 3. SELECTION OF ARBITRATORS: Upon the proper submission of a grievance under the terms of this procedure, the parties shall, within ten (10) days after the request to arbitrate, attempt to select an arbitrator. The grievance shall be heard by a single arbitrator if such an arbitrator can be selected. In the event no agreement between the parties can be reached within the ten (10) day period, either party may request to proceed according to the rules and regulations of the Public Employees Labor Relations Board of the State of Minnesota.

The parties shall request that the appointment pursuant to the Public Employees Labor Relations Act shall be made within thirty (30) days following the receipt of such request.

SUBD. 4. HEARING: Either party may be represented by such person or persons as they may choose at the arbitration hearing and each party shall have the opportunity to submit evidence, offer testimony and to make oral and written arguments pursuant to the rules of the Public Employees Labor Relations Act. Neither party shall be permitted to assert any ground or to rely on evidence not previously disclosed to the other party at the time of the arbitration procedures.

SUBD. 5. DECISION: The decision by the arbitrator shall be rendered within thirty (30) days after the close of the hearing. Decisions by the arbitrator in cases properly before him/her shall be final and binding upon the parties, subject, however, to the limitations of arbitration decisions as provided in PELRA.

SUBD. 6. EXPENSES: Each party shall bear its own expenses in connection with arbitration including expenses relating to the party's representatives, witnesses, and any other expenses which the party incurs in connection with presenting its case in arbitration. A transcript or recording shall be made of the hearing at the request of either party. The parties shall share equally fees and expenses of the arbitrator, the cost of the transcript or recording if requested by either or both parties, and any other expenses, which the parties mutually agree are necessary for the conduct of arbitration.

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

Teamster Union Local 320
Business Representative

Chair of the School Board

Union Steward

Clerk of the School Board

Union Steward

Union Steward

DATE: _____

DATE: _____

Board Approved:

LEVEL	CLASSIFICATION
LEVEL II	<ul style="list-style-type: none"> ● Media/Library ● Clerical in School Offices ● ECFE Coordinator ● AV/Computer Office ● Curriculum Director's Office
LEVEL III	<ul style="list-style-type: none"> ● Attendance ● Guidance Counselors ● Community Education Office ● Athletic Office ● Middle School Office ● Technology Department Assistant/Secretary ● Accounts Payable Assistant
LEVEL IV	<ul style="list-style-type: none"> ● Secretary for Principal (K-3; 4-6; 7-12)
Career Increment Schedule (Cumulative to \$1.50) (beginning 2021-2023)	<ul style="list-style-type: none"> ● Years 11-14 \$0.50/hour ● Years 15-19 \$0.50/hour ● Years 20+ \$0.50/hour

- All office support employees will be provided at least 30 minutes for a duty-free, unpaid lunch as assigned by their supervisor.
- Saint Peter Public Schools Office Support Staff Professional Standards Program (Addendum A)

Office Support Salary Schedule: 2021-2022

Step	II	III	IV
1	15.17	16.25	16.63
2	15.39	16.48	16.86
3	15.61	16.69	17.08
4	15.94	17.02	17.39
5	16.14	17.23	17.61
6	16.35	17.45	17.83
7	16.56	17.67	18.06
8	16.77	17.91	18.29
9	17.00	18.14	18.52
10	17.28	18.45	18.84

Office Support: Salary Schedule: 2022-2023

Step	II	III	IV
1	15.63	16.74	17.13
2	15.85	16.97	17.37
3	16.08	17.19	17.59
4	16.42	17.53	17.91
5	16.62	17.75	18.14
6	16.84	17.97	18.37
7	17.06	18.20	18.60
8	17.27	18.45	18.84
9	17.51	18.68	19.08
10	17.80	19.00	19.41

**SAINT PETER PUBLIC SCHOOLS
 Office Support Staff**

PROFESSIONAL STANDARDS PROGRAM

EDUCATION CERTIFICATE

In order to meet the education requirements for the Basic, Advanced Level I, Advanced Level II, Advanced Level III, Advanced Level IV, Advanced Level V, Advanced Level VI, Advanced Level VII, Advanced VIII, Advanced IX certificates, the following will apply:

- Education courses must be a minimum of 10 classroom hours. Courses may be combined to equal required 10 classroom clock hours. Education credit is cumulative from one certificate to another.
- Upon completion of every pre-approved 10 classroom hours an employee will receive an additional \$.15 per hour to their base rate of pay.
- Courses must be documented by a college transcript or a signed certificate of completion from the granting institution. For other than transcripts, the certificates must include authorized signature, name of course, date(s) and total number of clock hours completed, or an official course description stating such attached to the certificate.
- All education courses must have the pre-approval of the building principal.

REQUIREMENTS FOR THE PROFESSIONAL STANDARDS CERTIFICATES	
Certificate Level	Education
Basic	1 Education Credit Certificate
Advanced I	2 Education Credit Certificates
Advanced II	3 Education Credit Certificates
Advanced III	4 Education Credit Certificates
Advanced IV	5 Education Credit Certificates
Advanced V	6 Education Credit Certificates
Advanced VI	7 Education Credit Certificates
Advanced VII	8 Educational Credit Certificates
Advanced VIII (begins 2021-2022)	9 Educational Credit Certificates
Advanced IX (begins 2022-2023)	10 Educational Credit Certificates

A payment of \$.15 cents per hour will be made to individual members of the unit for

each certificate level earned.

Advanced VIII is available for the 21-22 contract year and Advanced IX is available beginning in July 2022.