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# MASTER AGREEMENT

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Between  
Independent School District #206  
Alexandria, Minnesota  
And  
International Union of Operating  
Engineers Local #70

Secretarial/Administrative Assistants

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July 1, 2021 through June 30, 2023

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AGREEMENT BETWEEN  
ALEXANDRIA PUBLIC SCHOOLS AND  
INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 70  
SECRETARIAL UNIT

ARTICLE I

Section 1. Parties and Duration:

THIS AGREEMENT is made and entered into this 24<sup>th</sup> day of January, 2022 by and between Alexandria Public Schools, Alexandria, Minnesota, hereinafter referred to as the School District, and Local Union 70 of the International Union of Operating Engineers, hereinafter referred to as the Union. This Agreement shall remain in full force and effect for a period commencing on July 1, 2021, through June 30, 2023 and thereafter until modifications are made pursuant to the Public Employment Labor Relations Act of 1971 as amended.

Section 2. Purpose:

The School District and the Union recognize the need to promote orderly and constructive relationships and that unresolved disputes between the School District and its secretarial employees are injurious to the public as well as the parties involved --- therefore, this Agreement has as its purpose the promotion of harmonious relationships between the parties; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work and other conditions of employment.

ARTICLE II  
RECOGNITION OF EXCLUSIVE REPRESENTATIVE

Section 1. Recognition:

The School District recognizes the Union as the exclusive bargaining representative for all secretaries within the appropriate bargaining unit.

Section 2. Appropriate Unit:

The Union shall represent all secretaries of the School District who are employed 14 hours per week or 35% of the normal workweek in the classification of the unit. Supervisory and confidential employees as determined by the Bureau of Mediation Services shall be excluded from the unit.

Section 3. Unit Clarification:

Disputes, which may occur over the inclusion or exclusion of new or changed job positions or

classifications, shall be referred to the State Bureau of Mediation Services for expedient resolution. The decision of the State Bureau of Mediation Services shall prevail during or pending any appeal(s) from such decision.

Section 4.     Exclusivity:

The School District shall not meet and negotiate or meet and confer with any employee or group of employees who are at the time designated as a member or part of the unit except through the certified Union.

ARTICLE III  
MANAGEMENT RIGHTS

Section 1.     Inherent Managerial Rights:

The Union recognizes the School District is not required to meet and negotiate on matters of inherent managerial policy, which included but are not limited to such areas of discretion or policy as the functions and programs of the secretarial employee, its overall budget, utilization of technology, the organizational structure and selection and direction and number of personnel.

Section 2.     Reservation and Managerial Rights:

The foregoing enumeration of board rights and duties shall not be deemed to exclude other inherent management rights. Management functions not expressly delegated in this Agreement are reserved to the School District.

ARTICLE IV  
EMPLOYEE RIGHTS

Section 1.     Dues Checkoff:

The School District shall deduct monthly membership dues from the earnings of those employees who authorize such deductions in writing. The Union shall submit such authorizations in writing to the School District and certify the amounts to be deducted at least seven (7) days prior to the pay date in the month for which the deductions are to be effective. The deductions shall continue in effect until canceled in writing by the employee. The aggregate deductions of all secretarial employees, together with a list of the names of the employees from whom deductions were made, shall be remitted to the Union office (within thirty (30) days after such deductions are made.) Secretaries who work less than twelve (12) months per year shall have twelve (12) months dues deducted in equal amounts during the months for which they appear on the payroll. Deductions for initiation fees, dues and assessments shall commence according to procedures established above.

Section 2.     Indemnity:

The Union agrees to indemnify and hold the School District harmless against any and all claims, suits, orders, or judgments brought or issued against the School District as a result of any action taken or not taken as a request of the Union under the provisions of this Article.

Section 3.     Secretarial Lists:

The School District shall advise the Union Office in writing of the names, addresses, telephone numbers, social security numbers, classifications, starting dates, birth dates and insurance coverage (single or dependent) of all secretarial employees eligible for membership in this bargaining unit. The Union Office shall be notified in writing upon the effective date of termination of any secretarial employee. The list will be transmitted no later than thirty (30) days following the payroll period in which the change occurs.

Section 4.     Right to Views:

Nothing contained in this Agreement shall be construed to limit, impair or affect the right of any secretarial 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 Union; nor shall it be construed to require any employee to perform services or labor against the secretarial will.

Section 5.     Right to Join:

Secretarial employees shall have the right to form and join labor organization, and shall have the right not to form and join such organizations. Secretarial employees, in an appropriate unit shall have the right by secret ballot to designate the Exclusive Representative for the purpose of negotiating grievance procedures and the terms and conditions of employment.

Section 6.     Union Steward:

The Union, upon written notification to the School District, may designate two (2) secretarial employees within the bargaining unit to serve as Steward. At the discretion of the School District, the Steward shall be afforded reasonable time off for the purposes of conducting the business of the Union.

Section 7.     Visitation Rights:

A representative of the Union previously accredited to the School District in writing by the Union, shall be permitted to come on the premises of the School District for the purposes of conducting Union business in a responsible and reasonable manner. The School District shall be notified prior to the visit.

Section 8.     Employee Bulletin Boards:

The School District shall continue to make available bulletin board space in convenient places in the work areas for the purpose of posting Union information.

Section 9.     Union Meetings:

Union meetings may be held on school property but will be held during the time when employees are not on duty.

ARTICLE V  
NON-DISCRIMINATION

Section 1.     School District:

The School District agrees that the provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, disability, national origin, or political affiliation. The School District agrees not to interfere with the rights of secretarial employees to become members of the Union, and there shall be no discrimination, interference, restraint or coercion by the School District or any School District representative against any employee because of Union membership or non-membership or because of any employee's activity in an official capacity on behalf of the Union, which is in accordance with the provisions of this Agreement.

Section 2.     Union:

The Union agrees that the provision of this Agreement shall be applied equally to all secretarial employees in the bargaining unit without discrimination as to age, sex, marital status, sexual orientation, race, color, creed, disability, national origin or political affiliation. The Union accepts its responsibility as exclusive bargaining representative and agrees to represent all employees in the unit without discrimination, interference, restraint, or coercion because of membership or non-membership in the Union.

ARTICLE VI  
UNFAIR LABOR PRACTICES

The School District and the Union recognize that the Minnesota Public Employees Labor Relations Act (P.E.L.R.A.) in 179.68 list specific activities that the School District and the Union may not engage in. The School District and the Union in the interest of serving the public agree not to encourage or participate in any activities, which are listed in 179.68 as Unfair Labor Practices.



ARTICLE VII  
SENIORITY

Section 1.     Definition:

Seniority shall be defined as the preference to which a secretarial employee is entitled in connection with lay-off and recall, in recognition of the secretary's length of service with the School District in the position covered by this agreement.

Subd. 1.     Classification Seniority:     Classification seniority will be defined as the length of continuous service an employee has served in a particular classification covered by this Agreement.

Subd. 2.     Qualified:     Qualified shall be defined as meeting Proficient or Distinguished in all competency areas as determined through the performance review process.

Section 2:     Performance Review Process

Subd. 1.     Each secretary will receive an annual formal performance review from his/her immediate supervisor.

Subd. 2.     Any secretary receiving an unsatisfactory rating in any of the competency areas will be considered "unqualified" and will work with his/her immediate supervisor to develop an Improvement Plan specific to the area/s. The Improvement Plan will be reviewed with the secretary on a monthly basis.

Section 3:     Loss of Seniority:

Seniority shall be lost by any of the following:

1.     Voluntary quit.
2.     Discharge, for just cause.
3.     Lay-off for more than 24 months.
4.     Failure to indicate willingness to return to work within fourteen (14) working days of receiving written certified notification of recall from lay-off.

Subd. 1:     Lay Off/Recall: In the event of a lay-off, the employee with the least seniority in a particular classification will be laid off first. When a position is eliminated, the employee in that position shall have the right to bump (displace) the employee in the same classification with the least seniority or, if necessary, the employee in a lower classification with the least seniority provided the employee is qualified to do the work.

Secretaries shall be recalled in the reverse order of lay-off; the last employee laid off will be the first

recalled.

This section does not apply in those cases where a lay-off is due to a building being closed temporarily because of equipment breakdown, quarantine, loss of a utility, or damages from natural or unnatural disasters.

Subd. 2: In the event of a lay-off the Employer shall notify the Union office and the employees involved at the earliest opportunity. Under no circumstances shall this notification be less than thirty (30) calendar days.

Section 4. Job Openings:

Subd. 1: Seniority as defined in Section 1 will be a consideration for secretarial employees who apply for a job opening. In the event of a job opening, the job will be announced electronically for a period of five (5) working days and secretarial employees in the bargaining unit, who are qualified, as defined in Section 1, may apply for the position. Secretaries in their initial probationary period may not apply for other secretarial openings unless they request and are granted, a performance review from their immediate supervisor and the review shows all competencies to be in the proficient or distinguished categories.

If a position has an increase in hours sufficient enough to create a position that pays benefits or if the position has an increase of two (2) or more hours per day in any twelve (12) month period, it shall be posted in accordance with Article VII, Section 3, Subd. 1.

Subd. 2: Written Notice of Interest: When a position is open or a new position created, employees will be given the first opportunity to fill the position in accordance with the procedure in Subd. 3. If no employee serves notice of interest or is qualified for the position, outside applicants will be considered in accordance with the procedure outlined in Subd. 3.

Subd. 3. Filling vacancies:

When a qualified secretary applies for a position in a lower class or the same class, the most senior secretary will receive the position.

When a qualified secretary applies for a position that is at a higher level above the secretary's current classification, administration will consider work experience, skills, education, performance reviews, supervisor's input, seniority and job complexity before awarding the position.

All applications must be submitted on-line through the district website.

When requested, employees not selected will be provided the opportunity to visit with the Human Resources Director.

Section 5. Seniority List:

The School District agrees to prepare and post seniority lists of all secretarial employees covered by this Agreement. The Seniority Lists shall be prepared and posted every year in January on the staff intranet. Unless a written and dated statement challenging the seniority standing of any secretarial employee is filed within fifteen (15) working days after the date the Seniority List is posted, the seniority standing of the secretarial employee as shown on such Seniority List shall be deemed to be correct.

Subd. 1. Seniority Ties: In the event more than one employee has the same seniority date, seniority ranking shall be determined by a random drawing conducted by the Union. The School District will have the right to have a representative present during the drawing.

Section 6. Transfers:

Transfers due to temporary organizational changes, difficulties in the employee's employment, personality conflicts, and difficulties to perform duties may be made by the School District for cause without the employee's consent. If a situation should occur where there is cause for an employee to be transferred, the School District shall notify the employee involved in writing with a copy to the Union, or the specific reasons why a transfer is necessary, the School District shall also include a list of current positions for which the employee who is to be transferred would be qualified to fill. Secretaries who are in positions that the employee being transferred qualifies for shall in the order of seniority have the right to voluntarily change positions. Should no employee in one of these positions voluntarily transfer, the employee with the least seniority shall be required to make the transfer.

If an employee is transferred under this provision and a second employee is impacted and is required to transfer either voluntarily or involuntarily, the affected person may return to the secretary's original position if it becomes vacant within 12 months from the effective date of the original transfer.

ARTICLE VIII  
PROBATIONARY PERIOD

Section 1. Probationary Period:

Any secretarial employee under the provisions of this Agreement shall serve an initial probationary period of (1) one year of continuous service in the school district. At any time during the initial (1) one-year probationary period the School District shall have the right to suspend without pay, discharge without cause or otherwise discipline such employee. However, a probationary employee shall have the right to bring a grievance on any other provisions of the contract alleged to have been violated. If an employee receives a promotion within the secretary's initial probation period, he/she shall serve out the remainder of the one (1) year plus sixty (60) working days.

Section 2. Probationary Period; Change of Position (Lateral Transfer, Lower Classification):

In addition to the initial probationary period a secretarial employee awarded a new position into a lateral transfer or lower classification shall serve a new probationary period of 90 working days. During the 90 working day probationary period, if it is determined that the employee's performance is unsatisfactory the School District may have the right to reassign the employee to his/her former position.

Probationary Period; Change of Position (Promotion to Higher Classification):

In addition to the initial probationary period, a secretarial employee awarded a new position into a higher classification shall serve a new probationary period of 6 months. A performance evaluation will be conducted by the District upon the mid-point of the 6-month probationary period by the immediate supervisor of the employee, to review and instruct the Secretary employee in the new position.

Subd. 1. Bidding on Positions During the Probationary Period: A secretarial employee may bid on a lower classification position during a probationary period, if he/she requests a performance review that demonstrates "proficient or distinguished" rating in all competency areas at the level he/she is bidding on.

A secretarial employee may bid on a lateral or higher-level classification position during a probationary period, if he/she requests a performance review that demonstrates "proficient or distinguished" ratings in all competency areas. The supervising administrator may refuse to perform a performance review if he/she feels that there has not been sufficient time served in the current classification area to warrant an accurate evaluation of the employee.

Section 3. Completion of Probationary Period:

An employee who has completed the initial probationary period may be suspended without pay or discharged only for cause. An employee who has completed the initial probationary period and is suspended without pay or discharged shall have access to the grievance procedure.

ARTICLE IX  
DISCIPLINE

Section 1. Discipline:

Subd. 1. Just Cause: Disciplinary action may be imposed upon an employee only for just cause.

Subd. 2. Minor infractions: Initial minor infractions, irregularities or deficiencies shall be accomplished in a confidential manner.

Subd. 3. Grievance Procedure: Any unjust disciplinary action imposed upon an employee may be processed through the grievance procedure.

Subd. 4. Normal Disciplinary Procedures: The normal disciplinary procedure shall be as follows:

- (1) Oral reprimand, accompanied by a written directive clarifying expectations.
- (2) Written reprimand (Copy to Union office)
- (3) Suspension or Demotion (Copy to Union office)
- (4) Discharge (Copy to Union office)

Subd. 5. Written Reprimand: When any disciplinary action more severe than an oral reprimand is intended, the School District shall, before or at the time such action is taken, notify the employee in writing of the specific reason(s) for such action, with a copy to the Union office.

Section 2. Right to Union Representation:

Subd. 1. Union present: The employee shall have the right to have Union representation during an investigation that may lead to suspension, demotion, or discharge action.

Subd. 2. Right to Grieve: The Union shall have the right to take up a suspension and/or discharge or demotion as a grievance at the second (2nd) step of the grievance procedure and the matter shall be handled in accordance with the grievance procedure through the arbitration step if deemed necessary.

Section 3. Discharge of Permanent Secretaries:

The School District shall not discharge any permanent employee without just cause.

Section 4. Probationary Secretaries:

The School District shall notify the employee in writing, with a copy to the Union office, of the reason(s) for discharge. Probationary employees may have the Union process the grievance on discharge through Step 3 of the Grievance Article, but such grievances shall not be subject to the arbitration provisions of this Agreement.

ARTICLE X  
PERSONNEL RECORDS

Section 1. Oral Reprimands:

An oral reprimand with written directives and corrections shall become part of an employee's personnel record. After 3 years from the date of the oral reprimand, a secretary may request to have this oral reprimand with directives removed from his/her file. This document will be removed if there has not been any other disciplinary action of the same nature placed in the file.

Section 2.     Copy of Record:

Each employee will be furnished with a copy of all evaluative and disciplinary entries into the secretary's personnel office record and shall be entitled to have the secretary's written response included therein. All disciplinary entries in the personnel office record shall state the corrective action expected of the employee.

Section 3.     Right to View Record:

The contents of an employee's personnel office record shall be disclosed to them upon the secretary's request and to the Union representative upon the written request.

ARTICLE XI  
VACATIONS

Section 1.     Eligibility:

This Article will apply to all employees covered by this agreement who work 30 or more hours per week.

- Secretaries who work less than 12 months will have vacation time pro-rated.
- New hired employees will begin to earn vacation after 3 months retro to the first day of first month worked.
- Upon separation of employment an employee shall be paid out all unused vacation hours.

Section 2.     Earned Vacations:

Each employee will be granted a vacation period on the following basis:

1. Upon employment: .8334 of a day earned for each full month of employment.
  - Accruable to 160 hours as of July 1<sup>st</sup> and will not accrue above the maximum allowed.
  - Pro-rated for employees working less than 12 months and/or less than 8 hrs/day
  - (Example: 8 hrs/day x .8334 = 6.672 hrs/month x 12 mths x 1.00 FTE = 80 hrs.)
  - (Example: 7 hrs/day x .8334 = 5.83 hrs/month x 12 mths x .80 FTE = 55.97 hrs.)
2. 1.25 of a day earned for each full month of employment after 5 full years of continuous service from date of employment with the District.
  - Accruable to 240 hours as of July 1<sup>st</sup>.
  - Pro-rated for employees working less than 12 months and/or less than 8 hrs/day.

3. 1.667 of a day earned for each full month of employment after 10 full years of continuous service from date of employment with the District.
  - Accruable to 320 hours as of July 1<sup>st</sup>.
  - Pro-rated for employees working less than 12 months and/or less than 8 hrs/day.
4. 2.0834 of a day earned for each full month of employment after 15 full years of continuous service from date of employment with the District.
  - Accruable to 400 hrs. as of July 1<sup>st</sup>
  - Pro-rated for employees working less than 12 months and/or less than 8 hrs/day.
5. 2.334 of a day earned for each full month of employment after 25 full years of continuous service from date of employment with the District.
  - Accruable to 400 hrs. as of July 1<sup>st</sup>
  - Pro-rated for employees working less than 12 months and/or less than 8 hrs/day.

Section 3. Vacation Use:

Subd. 1. Vacation for employees will be granted upon their date of employment and earned monthly.

It is the intent of Alexandria Public Schools to provide reasonable opportunity for employees to schedule and take vacation time during the 12-month period, which does not disrupt the workflow. When the School District cancels an employee's vacation and there is less than 6 weeks left to the end of the employee's regular work year; and there is no mutually agreed upon opportunity to reschedule causing the employee to lose that time, the Human Resource Director shall allow that employee to carry forward correspondingly an additional amount of vacation time into the next year, in addition to Article XI, Section 4.

Subd. 2 If the employee resigns before completing the probationary period he/she shall not be entitled to any vacation pay and he/she shall have the salary paid for any vacation days taken deducted from the secretary's final check.

Subd. 3 The scheduling of all vacation time shall be at employee request subject to administrative approval.

Section 4. Vacation Accumulation:

The maximum accumulation can be exceeded if in the judgment of the Human Resource Director the best interest of the district would be served by waiving the maximum.

Section 5. Overtime:

Vacation time shall be considered hours worked for purpose of calculating overtime

ARTICLE XII  
HOLIDAYS

Section 1. Applications:

In order to be eligible for holiday pay an employee must have worked the secretary's regular workday before and after the holiday unless he/she is on excused illness, sick leave, or on vacation under these provisions. Any legal holiday or holiday, which falls within an employee's vacation period, shall not be counted as a vacation day.

Subd. 1. Paid Holidays: Secretaries will be granted the following paid holidays: New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving, Christmas Eve Day, Christmas Day, and New Year's Eve Day.

Section 2. Weekends:

Holidays that fall on Saturday will be observed on Friday, holidays that fall on Sunday will be observed on Monday.

Section 3. Part-Time Secretaries:

Less than 12-month employees will be paid for the holidays that occur during their normal work year.

Section 4. Overtime:

Holiday pay will be considered hours worked for purpose of computing overtime.

ARTICLE XIII  
GENERAL PROVISIONS

Section 1. Physical Condition:

An employee whose physical condition makes it impossible for the secretary to carry a full load may be continued in service at the option of the School District. Determination of fitness shall be the sole responsibility of a physician.

Section 2. Physical Examinations:

If a physical examination is required of employees, it will be at the School District's expense.

Section 3. Staff Development:

Secretaries required by the district to attend staff development activities will be reimbursed as per the



district's travel policy.

Section 4. Continuing Education:

When the District requests secretarial employees to attend continuing education classes, employees shall be paid their regular rate of pay or equivalent compensatory time off for actual classroom time. Registration fee or course tuition will be paid by the District. These classes shall be job related and attendance approved in advance by the immediate supervising administrator.

All requests for continuing education received from the employee are subject to approval by the immediate supervising administrator. Secretaries may be released from their regular workday to attend. The district will pay the registration or tuition fee only.

A request for leave beyond three (3) day yearly maximum must be submitted in writing to the immediate supervising administrator no less than five (5) working days before the date(s) of the requested leave.

Section 5. Job Vacancy:

Job vacancies will be posted online on the school district website.

Section 6. Unit Steward:

The secretarial group will have two district unit stewards representing the secretarial team in district level planning. The members will be elected because of their leadership in the group and desire to work to make Alexandria Public Schools a better place for all learners. The unit stewards will take part in district planning sessions and communication back to the members of the group. Compensation for each unit steward will be \$250/year divided over the months of October through May.

ARTICLE XIV  
HOURS OF SERVICE

Section 1. Basic Work Week: Will consist of five consecutive days.

Basic Work Day: The basic workday will consist of consecutive hours excluding any unpaid lunch period.

Section 2. The School District will determine the work shifts.

Section 3. Part-time Employee:

The School District reserves the right to hire part-time employees, as they deem necessary. The Employer will offer part-time employee's additional hours (up to 40) to employees who are currently working less than 8 hours per day and/or 40 hours per week whenever possible.

Section 4.

Subd. 1. Overtime: An employee will be paid overtime for all hours worked in excess of 40 hours per week.

Subd. 2. Overtime will not be paid unless hours are pre-authorized by the immediate supervising administrator.

Subd. 3. In the event a work week needs to include flexible working hours, to accommodate the district or employee, the employee and supervisor should work together to adjust his/her schedule for the week impacted.

Section 5. Working Out of Classification:

Whenever an employee is assigned by an administrator prior to the work being done for an absent employee in a higher salary classification for a period of five accumulated days per year, that employee will be paid the higher rate of pay for all hours worked for the absent employee

ARTICLE XV  
RATES OF PAY

Section 1. Rates of Pay: The following wages will be in effect.

Steps will not be automatic as they were in the past. Step increments will be subject to negotiations.

In the event that a secretary retires during the negotiations of the open contract, he/she will receive retroactive pay if it is applicable to the time the retiree worked.

An employee moving to a lower or higher classification shall be placed on the same step and increment in the new class as they he/she was on in the old class.

**2021-2022 Salary Schedule**

	Secretary 1	Secretary II	Secretary III	Secretary IV	Secretary V
Step 1	\$19.32	\$19.62	\$20.83	\$21.97	\$22.57
Step 2	\$19.52	\$19.82	\$21.08	\$22.24	\$22.84

**2022-2023 Salary Schedule**

	Secretary 1	Secretary II	Secretary III	Secretary IV	Secretary V
Step 1	\$20.32	\$20.62	\$21.83	\$22.97	\$23.57
Step 2	\$20.52	\$20.82	\$22.08	\$23.24	\$23.84

Upon completion of Step 2, unit members will begin to receive increments as per the increment schedule listed.

Beginning July 1, 2004, a secretarial employee is eligible for career increment pay in the 2004-05 school year according to the schedule below. An employee will receive (1) additional career increment for each subsequent year of employment.

1-4 increments:	add \$.45
5-8 increments:	add \$.90
9-12 increments:	add \$1.35
13-16 increments:	add \$1.80
17-20 increments:	add \$2.25
21-24 increments:	add \$2.70
25-28 increments:	add \$3.15
29-32 increments:	add \$3.60
33-36 increments:	add \$4.05
37-40 increments:	add \$4.50
41-44 increments:	add \$4.95
45-48 increments:	add \$5.40
49-52 increments:	add \$5.85

If a new employee works six (6) or more months prior to June 30, he/she will move to the next step on the salary schedule on July 1. Upon completion of Step 2, you will begin to receive increments as per the increment schedule listed.

**Secretarial Classes are listed below:**

Secretary I:

Secretary II: Secretary  
Receptionist/AAHS  
Secretary II Food and Nutrition

Secretary III: Secretary III Food and Nutrition  
Transportation Secretary

Secretary IV: Administrative Assistant School Sites  
Administrative Assistant to Student Support Services  
Administrative Assistant for Community Education  
Accounts Receivable/Payable Technician  
MARSS & Central Enrollment Secretary

Secretary V: Administrative Assistant Teaching and Learning

**Criteria for Secretarial:**

Applicants must be a graduate of an accredited post-secondary institution's secretarial program or received extensive training related to secretarial skills. Previous secretarial experience will also be considered. Pre-employment secretarial testing will take place.

**Criteria for Secretarial Advancement:**

Secretaries bidding to advance to a higher position, in addition to the aforementioned criteria, must pass advanced skills tests deemed essential by the district. Advance skills will be documented in the internal posting.

Placement of a position and required skills are not grievable, but will be addressed through the negotiations process.

ARTICLE XVI  
GROUP INSURANCE

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

Subd. 1. Eligibility: For the purpose of this article, any employee whose regular work schedule is 30 or more hours per week in a regularly established position will be eligible for insurance benefits. Also, after 26 consecutive weeks any employee on an hourly/temporary basis working regularly more than 30 or more hours per week will be eligible for same.

Section 2. Health and Hospitalization Insurance:

The School District shall contribute a sum of up to \$ 645.50 effective 07/01/ 2021 - 2023 per month for months worked toward the premium cost for family or single coverage for each regular secretarial employee who qualifies for, and is enrolled, in the school district group health and hospitalization plan. Any additional cost of the premium will be borne by the employee and paid by payroll deduction. Eligible insurance benefits will be pro-rated over 12 months for those secretarial employees working less than 12 months.

Effective 7/1/2019, secretaries who enroll in a high deductible H.S.A. qualified plan, will be allowed to use the remaining board insurance dollars to be deposited into an H.S.A. account or VEBA account.

Section 3. Life Insurance:

The School District shall pay up to \$8.50 per month for months worked towards a \$50,000 group term life insurance policy for all eligible employees. Effective 7/1/2014, the School District shall also pay up to an additional \$8.50 per month for months worked towards a \$50,000 group accidental death & dismemberment insurance policy for all eligible employees. If the employee is employed beyond age 65, the face amount of both the life and AD&D insurance will reduce by 8% each year thereafter.

Section 4. Long Term Disability Coverage:

Effective 7/1/2002 eligible secretaries (working thirty (30) hours or more per week) must participate and will pay the full premium for long-term disability coverage.

Section 5. Dental Insurance:

The School District will pay up to, but not exceed, \$40.00 per month for months worked toward the premium for dental insurance. Eligible insurance benefits will be pro-rated over 12 months for those secretarial employees working less than 12 months.

Section 6. Duration of Insurance Contribution:

A secretarial employee is eligible for board contribution as provided in this Article as long as the employee is employed by the school district. Upon termination of employment, all board participation and contribution shall cease effective on the last working day.

Section 7. Early Retirement:

Subd. 1. Effective 7/1/2003 a secretarial employee who applies for early retirement under PERA and has at least 10 years of service with the district will be eligible to remain in the existing group health and hospitalization insurance plan. He/she shall remain eligible for board contribution toward family or single coverage, whichever was in effect at the time of retirement. The board will contribute the dollar amount equal to working active members of the unit pro-rated accordingly toward health insurance only until the end of the month in which the employee becomes eligible for Medicare-Medicaid benefits, whichever comes first.

- Post-Retirement Benefits:

- Employees hired after July 1, 2014, will not receive a defined health insurance benefit at the time of retirement under current retirement qualifications. Employees hired after July 1, 2014, will receive a defined contribution from the School District as follows. (Employees with 10 years or less under the Secretarial agreement may opt to the following by September 1, 2014):
- The School District will contribute \$500.00 per year for years four (4) through seven (7); a contribution of \$1,000.00 per year for years eight (8) through ten (10); a contribution of \$1,500.00 per year for years eleven (11) through twenty (20) and a contribution of \$2,000.00 per year for years twenty-one (21) through twenty-five (25). School District contributions will not exceed \$30,000.00 per employee. Contributions will be made for eligible, active employees at a pro-rated amount upon completion of each school year and contributed to the vested School District sponsored Health Reimbursement Account (HRA) in June of each year.
- The School District contribution and accrued interest earnings will be subject to a 15-year vesting schedule and available to the employee after successful completion of a minimum of 15 years of service and the employee meets the retirement guidelines and separates from service. Upon retirement, all School District contributions will cease. If separation of service occurs at any time prior to successful completion of the employee's 15<sup>th</sup> year of service, the School District's contribution and any accrued interest earnings are forfeited and will be used by the School District to offset the required School District contribution amount for current and future employees. Upon the completion of 15 years of service the employee is considered fully vested (owns all funds outright) and the employee, upon meeting retirement qualifications, will receive the HRA funds as outlined above.

Effective 7/1/2014, the School District will contribute the full premium which is in effect at the time of retirement for a \$10,000 life insurance policy. The policy will be through the School District's group insurance carrier and will cease at age 65. If the premium cost rises above the level of the School District's funding, the retiree will pay the difference in the premium costs.

Subd. 2. In the event that a secretary retires and meets the criteria of Subd. 1 above, during the

negotiations of the open contract, he/she will receive retroactive pay if it is applicable to the time the retiree worked.

Section 8. Severance:

Effective 6/30/2003 Secretaries that retire from the School District, shall be granted the following percentage of their annual salary earned in the 12 months prior to their retirement:

Eligible for retirement under PERA and 15 years of employment with the District – 30%

Eligible for retirement under PERA and 20 years of employment with the District – 40%

Eligible for retirement under PERA and 25 years of employment with the District – 50%

The employee will receive the retirement pay in a lump sum in January of the following year. The actual cost of this benefit paid in the base year will be included in future base cost calculations.

If the employee is deceased and has retirement coming, the employee's beneficiary will receive the retirement pay.

ARTICLE XVII  
LEAVES OF ABSENCE

Section 1. Sick Leave: Each secretary in this unit shall have the following paid sick leave for personal illness or accident.

Eligibility: Each secretary in this unit will accrue sick leave based on the contracted number of days worked in a school year.

1. Based upon the number of contracted days worked in a school year, an employee may be eligible for up to 104 hours per school year. Secretaries working less than 12 months will have their sick leave pro-rated. (Sick leave accumulates at the rate of 1.083 per month x hrs. per day.) Any unused sick leave will accumulate to a maximum hour of 120 days' x their daily hours worked.
2. All sick leave used during the year will be deducted from the accumulated sick leave hours.
3. Effective 7/1/01, employees who reach the maximum hours (120 days' x their daily hours worked) accrual of sick leave, will be eligible to receive compensation. Secretaries will be compensated 50% for each day in excess of maximum hours as of June 30 of each contract year payable in July of the following year.
4. Certificates of illness by the attending physician may be required of all absences of more than three days' duration. Sick leave pay shall be approved only upon entry of absence into the Employee Absence Management System.
5. Any individual who is unable to perform his or her duties because of personal illness or disability and

who has exhausted all accumulated paid sick leave available or has become eligible for long-term disability compensation shall upon request be granted a medical leave of absence of up to one-year duration without pay. The School Board may at its discretion extend such leave upon written request. A request for medical leave of absence or extension thereof shall be accompanied by a written doctor's statement outlining the condition of health and estimated time expected for the individual to be able to resume normal activities.

6. Any employee may use personal sick leave benefits provided by the school district for absences due to an illness of the employee's child for such reasonable period as the employee's attendance with the child may be necessary; on the same terms the employee is able to use sick leave benefits for the employee's own illness. Certificates of illness by the attending physician may be required for all absences of more than three (3) days duration.

Employee is defined in M.S. 181.940, Subd. 2, as a person who performs services for hire for an average of 20 or more hours per week during those 12 months, and includes all individuals employed at any site owned and operated by the School District.

Child is defined in M.S.181.940, Subd. 3, as an individual under 18 years of age or an individual under age 20 who is still attending secondary school.

## Section 2. Worker's Compensation:

Subd. 1. When an employee who is absent from work as a result of a compensable injury under the provisions of the Worker's Compensation Act, the School District will pay the difference between the compensation received pursuant to the Worker's Compensation Act by the employee and the employee's regular rate of pay to the extent of the employee's earned accrual of sick leave and/or vacation pay.

Subd. 2. A deduction shall be made from the employee's accumulated vacation or sick leave accrual time according to the pro-rata portion of days of sick leave or vacation time which is used to supplement worker's compensation unless the employee requests the deduction not be taken.

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

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

## Section 3. Emergency Leave:

Up to three days of emergency leave, charged to sick leave, with full salary, may be used in each year in case a secretarial employee is absent in an emergency situation for serious illness or death in the immediate family (parents, brothers, sisters, children, husband, wife, grandparents, grandchildren or same by law, or an immediate member of the household.) The employee, with the consent of the Human Resource



Director, may be granted an extension of emergency leave. The emergency request must be serious enough to warrant hospitalization and/or treatment/consultation with a medical specialist (i.e.: emergency room visit, hospitalization, outpatient surgery, or clinical visit with a specialist).

Subd. 1. Emergency Leave Pool: In addition, a secretary may be granted an extension of the secretary's emergency leave from a 70-day emergency leave pool established by the School Board. This request will also be made to the Superintendent on the "Request to Use Emergency Leave" form. Approved extensions of emergency leave shall be charged to sick leave.

The pool shall be managed by the School District. The decision to approve or deny the request using the criteria in Section 3 shall be made by the superintendent or his/her designee, the secretarial designee, and a non-supervising principal. The decision of this team is non-grievable.

The team will have no authority to approve emergency leave for more days than are available in the pool.

Subd. 2. Bereavement Leave: In the case of a death of anyone not specifically addressed by Emergency Leave, the school district will provide a secretary one day of bereavement leave each school year to attend a funeral or memorial service. This additional day shall not be accumulative from year to year and will be deducted from the secretary's accumulated sick leave. A secretary scheduled less-than-fulltime shall receive proportionate bereavement leave consistent with the secretary's scheduled day. In addition, internal secretarial coverage will be provided when possible for funerals or services that do not require substitute coverage for an entire school day. Bereavement leave will be taken in half (1/2) day increments or full days only.

#### Section 4. Military Leave:

Military leave shall be granted in accordance with Minnesota Statutes.

#### Section 5. Jury Duty:

A leave with pay shall be granted to any employee on jury duty. All monies received from the court for the jury duties shall be turned over to the District, except for expenses.

#### Section 6. Unpaid Leaves:

Subd. 1. Child Care Leave: An employee will be granted childcare leave upon making a written application for such leave. The employee will submit a written request to the Building Administrator and the Human Resource Director three months prior to the commencement date of the leave except in an emergency. The welfare of the child and/or the employee will waive the advance notice requirement.

The beginning date of such leave and its duration shall be mutually agreed upon between the employee and the Human Resource Director.

Upon request by an employee on leave, the Human Resource Director may, but shall not be required

to, permit the employee to return to employment prior to the date designated in the child care leave.

While on leave the employee will have the option of continuing all insurance coverage to which the employee is entitled under the provisions of this contract by paying the full premiums for such coverage.

An employee on Child Care Leave for pregnancy may utilize sick leave pursuant to the sick leave provisions of the Agreement during a period of physical disability. The length of the disability will be determined by the attending physician. An employee will not be eligible for sick leave during a period of time covered by a child care leave if they are not disabled. A pregnant employee will also provide at the time of the leave application a statement from her physician indicating the expected date of delivery.

Child care leave shall be without pay or fringe benefits, but an employee will retain his/her seniority rights.

The period of time for which the employee is on leave shall not be counted in determining the completion of the probationary period.

When an employee has been on leave, the employee will have the right of returning to the former position or a similar position if agreed upon by the employee and Human Resource Director.

Subd. 2. Leave of Absence: An employee who is unable to work because of personal illness or disability and who has exhausted all accumulated paid sick leave available shall be granted an additional leave of absence without pay (excluding disability benefits) for the duration of such illness or disability up to one (1) year. The leave may be renewed each year upon written request to the School District by the employee.

## ARTICLE XVIII GRIEVANCE PROCEDURE

Section 1. Definition: A grievance is a claim by an employee, a group of employees or the Union that there has been a violation, misinterpretation or misapplication of any provision of this Contract.

Subd. A.

Every reasonable effort shall be made between the supervisors and employee to informally resolve the differences that may arise out of the interpretation of the practices of this agreement.

Subd. B.

A normal workweek is Monday - Friday excluding Saturday, Sunday and holidays as listed in this work agreement.

Subd. 1. Level I.

When an employee or group of employees represented by an exclusive representative has a

grievance, the employee or an agent of the exclusive representative shall attempt to resolve the matter with the employee's immediate supervising administrator within 20 working days after the employee has had knowledge of the event or act giving rise to the grievance. A written grievance shall be submitted at Level I to the secretarial designated administrator who shall then attempt to resolve the matter and shall respond in writing to the grievant and the agent of the exclusive representative within five working days after the grievance is presented.

Subd. 2.      Level II.

Within ten (10) working days of receipt of the Level I decision, either the Union or grievant may appeal to the appropriate administrator the decision to the Superintendent. The appeal must be written and shall include the original complaint and all previous support statements, evidence, and decisions.

Within ten (10) working days the Superintendent and his/her designee shall meet with the grievant and the Union and shall report his/her disposition of the grievance in writing within ten (10) work days of such meeting, to the grievant and the union.

If new violations and/or remedies are raised after Level II by the union or the employee, the process may at the discretion of the superintendent or union revert back to Level I.

Subd. 3.      Level III.

Within ten (10) working days of receipt of Level II decision, either the Union or grievant may appeal the decision to the Board of Education. Such appeal must be in writing and filed with the Clerk of the Board of Education and shall include the original complaint and all previous support statements, evidence, and decision. The board or a committee designated by the board will hear the appeal within ten working days of receipt of the appeal.

The decision of the board or its committee will be submitted to the grievant no later than seven (7) working days after such meeting. A copy of such disposition shall be furnished to the grievant and the Union.

Subd. 4.      Level IV.

If the Union is not satisfied with the disposition of the grievance by the School District, or if no disposition has been made within the period provided above, the grievance may be submitted to an impartial arbitrator. If the Union decides to go to arbitration, they shall notify the School District in writing within twenty (20) working days of receiving the School District's final answer under Level III. If the parties cannot agree on an arbitrator within seven (7) working days from the notification date that arbitration will be pursued, the grievant shall request a list of arbitrators from the Public Employees Labor Relations Board. The parties shall within twenty (20) working days of receiving a list of arbitrators alternately strike names until only one name remains and that person shall be the arbitrator. If the parties are unable to agree on who shall strike the first name, the question shall be decided by a flip of a coin. The arbitrator shall have no power to alter, add to or subtract from the terms of this Agreement.

Section 2.      Filing and Postmark:

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

Section 3.      Time and Limitation and Waiver:

Time limits may be extended by mutual agreement between the union and the school district.

Section 4. The fees and expenses of the arbitrator shall be shared equally by both parties.

Section 5. The time limits provided in this ARTICLE shall be strictly observed but may be extended by mutual agreement of the parties.

Section 6. All reference to working days shall mean bargaining unit working days.

ARTICLE XIX  
General

Section 1.      Reopening Negotiations:

If either party desires to modify or amend this Agreement commencing at its expiration, it shall give written notice of such intent no later than 90 days prior to said expiration. Unless otherwise mutually agreed, the parties shall not commence negotiations more than 90 days prior to the expiration of this Agreement.

Section 2.      Effect:

This Agreement constitutes the full and complete Agreement between the School District and the Union representing the employees. The provisions herein relating to terms and conditions of employment supersede any and all prior Agreements, resolutions, practices, school district policies, rules or regulations concerning terms and conditions of employment inconsistent with these provisions.

Section 3.      Savings Clause:

The Union and School District recognize that all provisions of this Agreement are subject to laws of the State of Minnesota. Should any ARTICLE, section, or portion thereof, of this Agreement be held unlawful and unenforceable, such decision shall apply only to the specific ARTICLE, section, or portion thereof directly specified in the decision and all other valid provisions shall remain in full force and effect.

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

FOR: International Union of Operating  
Engineers, Local No. 70

FOR: Alexandria Public Schools  
No. 206

\_\_\_\_\_  
President

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Business Manager

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Recording Secretary

\_\_\_\_\_  
Steward

\_\_\_\_\_  
Steward

\_\_\_\_\_  
Chief Negotiator

Dated this \_\_\_ day of \_\_\_\_\_, 2022

Dated this \_\_\_ day of \_\_\_\_\_, 2022