

For an explanation or interpretation of the contract, call your Association or the Labor Relations and Benefits Department.

MASTER AGREEMENT

Anoka-Hennepin Independent School District No. 11
Anoka, Minnesota

and

Anoka-Hennepin Educational Office Professionals' Association

Regarding Terms and Conditions of Employment for
Secretarial-Clerical Employees
Anoka-Hennepin Independent School District No. 11

July 1, **2020** through June 30, **2022**

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ARTICLE I

PURPOSE

The purpose of this Agreement is to encourage and increase orderly, constructive, and harmonious relationships between the employer and the Association employees; to establish procedures for the resolution of differences over terms and conditions of employment; to preserve the paramount right of the citizens of this community to the operation of their schools without disruption; and to establish an environment in which the children of this community may receive education of the highest quality. Accordingly, the parties have set forth herein all terms and conditions of employment which have been agreed upon by the employer and the Union pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, as amended (hereinafter referred to as the "PELRA").

ARTICLE II

RECOGNITION OF EXCLUSIVE REPRESENTATIVE

SECTION 1. RECOGNITION: In accordance with the PELRA the School Board recognizes Anoka-Hennepin Educational Office Professionals' Association (hereinafter referred to as the "Association") as the exclusive representative for the Secretarial-Clerical Staff (hereinafter referred to as "employee") employed by the School Board of Independent School District No. 11, which exclusive representative shall have those rights and duties as prescribed by the PELRA and as described in the provisions of this Agreement.

SECTION 2. APPROPRIATE UNIT: The exclusive representative shall represent all such employees of the District contained in the appropriate unit as defined in Article III, Section 1, of this Agreement and the PELRA and in certification by the Director of Mediation Services, if any.

ARTICLE III

DEFINITIONS

SECTION 1. DESCRIPTION OF APPROPRIATE UNIT: For the purpose of this Agreement, the term employee shall mean all persons in the appropriate unit employed by the Board in such classifications excluding the following: confidential employees, supervisory employees, essential employees, part-time employees whose services do not exceed 14 hours per week or 35% of the normal work week, employees who hold positions of a temporary or seasonal character for a period of not in excess of 67 working days in any calendar year, and emergency employees.

SECTION 2. BOARD AND THE ASSOCIATION: The terms Board and Association shall include authorized officers, representatives and agents, and each reserves the right to act hereunder by designated representatives.

SECTION 3. TERMS AND CONDITIONS OF EMPLOYMENT: Terms and conditions of employment shall mean the hours of employment, the compensation therefore including fringe benefits, and the employer's personnel policies affecting the working conditions of the employees.

SECTION 4. OTHER TERMS: Terms not defined in the Agreement shall have those meanings as defined by the PELRA.

ARTICLE IV

SCHOOL BOARD RIGHTS

SECTION 1. INHERENT MANAGERIAL RIGHTS: The exclusive representative recognizes that the Board is not required to meet and negotiate on matters of inherent managerial policy, which include, but are not limited to, such areas of discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, the organizational structures and selection and direction and number of personnel.

SECTION 2. MANAGEMENT RESPONSIBILITIES: The exclusive representative recognizes the right and obligation of the Board to efficiently manage and conduct the operation of the School District within its legal limitations and with its primary obligations to provide educational opportunity for the students of the School District.

SECTION 3. EFFECT OF LAWS, RULES AND REGULATIONS: The exclusive representative recognizes that all employees covered by this Agreement shall perform the services and duties prescribed by the Board and shall be governed by State Law, and by the Board rules, regulations, directives and orders, issued by properly designated officials of the School District. The exclusive representative also recognizes the right, obligation and duty of the Board and its duly designated officials to promulgate rules, regulations, directives and orders from time to time as deemed necessary by the Board insofar as such rules, regulations, directives and orders are not inconsistent with the terms of this Agreement and recognizes that the Board, all employees covered by this Agreement, and all provisions of this Agreement are subject to State Law. Any provision of this Agreement found to be in violation of any such laws, rules, regulations, directives or orders shall be without force or effect.

SECTION 4. RESERVATION OF MANAGERIAL RIGHTS: The foregoing enumeration of Board rights and duties shall not be deemed to exclude other inherent management rights and management functions not expressly reserved herein, and all management functions not expressly delegated in this Agreement are reserved to the Board.

ARTICLE V

EMPLOYEE RIGHTS

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

SECTION 2. RIGHT TO JOIN: Employees shall have the right to form and join labor or employee organizations, and shall have the right not to form and join such organizations. Employees in an appropriate

unit shall have the right by secret ballot to designate an exclusive representative for the purpose of negotiating grievance procedures and the terms and conditions of the employment for employees of such unit with the Board.

SECTION 3. DUES CHECK OFF: Employees who are full members have the right to request and be allowed dues check off for the exclusive representative organization. The employer, upon notification by the exclusive representative, is obligated to check off the fee from the employee's earnings and transmit the same to the exclusive representative. Any dispute as to the validity of a specific deduction is solely between the Association and the individual employee. The Association warrants that it will indemnify and hold harmless the employer and any of its agents from any and all actions which any organization or employee may have, or claim to have, now or in the future, arising out of or by reason of the deduction or lack thereof.

SECTION 4. PRIVILEGES UNDER PELRA: All employees in the School District shall enjoy all of the privileges and responsibilities granted to them under the provisions of the PELRA.

SECTION 5. OUTSIDE ACTIVITY: No exercise of any right of citizenship or any religious or political activity of any Association member shall be grounds for disciplinary or discriminatory action with respect of the employment of such member. It is expressly recognized that the private and personal life of any member is not within the concern of the Board, providing that it does not interfere with the education program of the Board, or the performance of employee's duties.

SECTION 6. PERSONNEL FILES: Members of the bargaining unit shall be shown any evaluation and/or negative information placed in the personnel file. The employee shall have the right to reproduce any contents of the file at the employee's expense. An employee may request that specific information be included in his/her personnel file, subject to Employee Services Department approval.

SECTION 7. EMPLOYEE DISCIPLINE:

Subd. 1. An employee shall not be disciplined, reprimanded, or reduced in rank or compensation without just cause.

Subd. 2. Normal discipline will be prescribed in the following manner:

- a. verbal warning
- b. written warning
- c. temporary suspension without pay
- d. termination

If a supervisor meets with an employee to discuss possible discipline, the employee shall be entitled to have an association representative present. Any waiver of the employee's right to association representation shall be in writing. The meeting shall occur within two (2) working days after the District's request for such meeting.

Subd. 3. Extreme instances may require immediate termination.

Subd. 4. After three (3) years of the date of the most recent documentation of performance deficiency, an employee may request the District to remove from the employee's personnel file written

performance deficiencies that have been satisfactorily corrected. If the District denies the request, the District shall provide the employee with its reasons for denial.

ARTICLE VI

ASSOCIATION RIGHTS

SECTION 1. USE OF FACILITIES: The Association shall be afforded reasonable use of the school buildings. Prior approval for such use must be obtained from the building principal.

SECTION 2. TRANSACTION OF BUSINESS: Duly authorized representatives of the Association shall be permitted to transact official Association business on school premises contingent upon the approval of the building principal provided that this shall not interfere with nor interrupt the normal operations of the school. The Association may use the District mail service and employee mailboxes for communications to employees. This cannot be used for endorsement of political candidates, and any abuse of this privilege will result in its immediate termination.

SECTION 3. BULLETIN BOARDS: The Association shall have the right to post announcements and notices of its activities and concerns on school bulletin boards designated for such use in accordance with the building policy. The Association shall be responsible to remove notices on a timely basis.

SECTION 4. ACCESS OF INFORMATION: Upon request, the employer or the employer's designee agrees to provide the Association information available to it concerning the office professional staffing and financial resources of the School District, including the names and addresses and positions on the pay-rate schedule of all employees in the bargaining unit and such other information requested by the Association in contract matters or in the processing of a grievance.

SECTION 5. TIME OFF FOR EXCLUSIVE REPRESENTATIVE: The District will provide reasonable time off to elected officers or appointed representatives of the exclusive representative for the purpose of conducting the duties of the exclusive representative including grievance investigation and processing and conferring with District representatives and immediate supervisors with respect to the establishment, interpretation, and application of the provisions of this Agreement. The exclusive representative shall give reasonable notice to his/her immediate supervisor prior to the use of such time off except in emergency situations.

ARTICLE VII

WORKING HOURS

SECTION 1. WORK YEAR: The full-time work year shall be 2080 hours, based on fifty-two (52) weeks at forty (40) hours per week. The relationship between 2080 hours and the actual assigned hours for the office professional position will produce the fraction or percentage of other duty year calculations. The year that shall be considered shall start on July 1 and end on June 30 of that fiscal year. Twelve month positions are defined as those positions with 260 duty days inclusive of paid holidays; ten month positions are those

positions defined with 200 to 220 duty days exclusive of paid holidays; and nine month positions are defined as those with less than 200 duty days exclusive of paid holidays. Generally, it is understood that references to ten month and nine month positions reflect employees assigned to K-12 programs, whereas those assigned in Community Education programs reflect limited duty days assigned throughout the calendar year.

SECTION 2. WORKING HOURS: The normal work day for full-time employees shall consist of eight (8) hours per day. The beginning and ending times of the day shall be determined by the employee's immediate supervisor. Employees who work more than four (4) consecutive hours per day are entitled to receive a 30 minute unpaid lunch break at times approved by the employee's immediate supervisor.

Flexible hours of work during summer and non-school time may be established with the approval of the immediate supervisor; such scheduling, involving more than eight hours per day, will not require payment of overtime for those hours in excess of 8 hours per day. In any case of flexible hours during contact days, any approval by the immediate supervisor shall not be final until reviewed and approved by the Labor Relations and Benefits Department.

SECTION 3. REGULAR - PART-TIME: All regular employees must work over 14 hours per week and 67 days per year. All employees must have regular scheduled hours. They will be on salary schedule and be eligible for designated benefits and responsibilities per Agreement.

SECTION 4. LONG-TERM SUBSTITUTES: Employees hired into long-term substitute positions (for another employee on a leave of absence of more than 67 days) shall be terminated at the end of the long-term assignment or at the end of the school year whichever comes first and shall not be eligible for insurance benefits set forth in Article IX nor vacation as set forth in Article X. In the event the position becomes vacant, the vacancy shall be posted and filled through the normal selection processes set forth in Article XIII.

SECTION 5. OVERTIME:

Subd. 1: When employees work beyond forty (40) hours per week, employees shall be paid either by use of compensatory time off at a rate of one and one-half hours for each overtime hour worked over forty (40) hours per week or at the rate of time and one-half the employee's regular hourly rate of pay for each hour worked over forty (40) hours per week. Payment of compensatory time off in lieu of overtime pay shall be at the discretion and approval of the employee's immediate supervisor.

- a) Employees shall not be allowed to accumulate over ninety (90) hours of compensatory time (sixty (60) hours of overtime) except upon written request of the employee and approval of the supervisor. Any compensatory time over ninety (90) hours shall be paid off at the employee's regular rate of pay for each hour over ninety (90).
- b) Compensatory time off shall be granted at times as mutually agreed upon between the employee and the employee's immediate supervisor. Compensatory time shall not be carried over beyond June 30 of the school year; in the event the employee has accumulated compensatory time, such compensatory time shall be paid off at the employees regular rate of pay.

Subd. 2: For purposes of this Section, paid holidays shall be considered compensable hours of work; sick or vacation days shall not be considered compensable hours of work.

SECTION 6. EMERGENCY CLOSING:

Subd. 1. All schools closed for the entire day due to district-wide closings because of inclement weather:

- a. Those employees who are needed will be called to report to work if able. Those who report after being called shall be paid an additional straight time rate or compensatory time off at a later date.
- b. Those employees who are not required to work shall not be reduced in compensation.

Subd. 2. School closings during the day due to unforeseen emergencies:

- a. In these instances the principal/supervisor shall have the authority to retain or dismiss as he/she sees fit. There shall be no loss in the employee's salary.

ARTICLE VIII

COMPENSATION

SECTION 1. SALARY: The salaries and rules in Appendix A, attached hereto, shall be a part of this Agreement for the period commencing July 1, **2020**, through June 30, **2022**.

SECTION 2. DIRECT DEPOSIT: Paychecks will be issued electronically by direct deposit on pay dates as determined by the District Payroll Department. If the normally scheduled payday occurs on a bank holiday, reasonable effort will be made to issue paychecks on the last working day before the bank holiday. Overpayment or compensation which exceeds the normal compensation of the employee for whatever reason shall be recoverable by the School District as set forth in the District guidelines for addressing wage and benefit deductions.

SECTION 3. MILEAGE: Any employee who is directed by a supervisor to use a private vehicle for any assigned task shall be reimbursed at the prevailing rate of the district, upon submitting the proper forms. This shall not apply to the annual Staff Development Workshop.

ARTICLE IX

INSURANCE

SECTION 1. INSURANCE ELIGIBILITY: Effective July 1, 2017, to qualify for insurance programs stipulated in Sections 2, 3, 4, and 6, employees must be assigned to a position of six (6) hours or more per day and one hundred ninety three (193) days per year.

SECTION 2. HOSPITALIZATION, HEALTH AND MAJOR MEDICAL INSURANCE:

- a. **Single Contribution:** Effective September 1, 2020 through August 31, 2021, the School Board shall contribute up to **seven hundred dollars (\$700.00)** per month toward the premium for individual coverage for eligible employees who qualify for and are enrolled in the school district group health and hospitalization plan; **effective September 1, 2021 the School Board shall contribute seven hundred fifteen dollars (\$715) per month toward the premium for individual coverage for eligible employees who qualify for and are enrolled in the school district group health and hospitalization plan.**
- b. **Family Contribution:** Effective September 1, 2020 through August 31, 2021, the School Board shall contribute up to one thousand **two** hundred fifty dollars (**\$1,250.00**) per month toward the premium for family coverage for eligible employees. Thereafter, the District contribution shall increase by the same dollar amount as the negotiated increase for single coverage; **effective September 1, 2021, the School Board shall contribute one thousand two hundred eighty dollars (\$1280) toward the premium for family coverage for eligible employees who qualify for and are enrolled in the school district group health and hospitalization plan.**
- c. **Dual Spouse Contribution:** Effective September 1, 2020 through August 31, 2021, if both married spouses work full time for the District and both are benefit eligible and enrolled, then the District shall contribute up to one thousand **nine** hundred fifty dollars (**\$1,950.00**) per month of the premium for family coverage; **effective September 1, 2021, the School Board shall contribute one thousand nine hundred ninety-five dollars (\$1995) if both married spouses work full time for the District and both are benefit eligible and enrolled.**
- d. Any additional cost of the premium shall be borne by the employee and paid by payroll deduction.
- e. Flexible benefit spending accounts will be established for each eligible employee according to the Anoka-Hennepin Flexible Benefit Plan.

SECTION 3. LONG-TERM DISABILITY: The District will pay the full cost for Income Protection for all eligible employees.

SECTION 4. TERM LIFE INSURANCE: A \$50,000 term life insurance policy will be paid by the District for all eligible employees.

SECTION 5. WORKER'S COMPENSATION:

Subd. 1. Upon the request of 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 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 time according to the pro rata portions of days of sick leave or vacation time which is used to supplement Worker's Compensation.
- 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 additional compensation paid to the employee by virtue of sick leave or vacation pay result in the payment of total daily, weekly, or monthly compensation that exceeds the normal compensation of the employee.

SECTION 6. DENTAL INSURANCE: Effective September 1, 2018, the District shall contribute up to a maximum of eighty dollars (\$80.00) per month of the premium for all eligible employees. Any additional cost of the premium shall be borne by the employee and paid by payroll deduction.

ARTICLE X

VACATIONS

SECTION 1. GENERAL: The full-time work year shall be 2080 hours based on fifty-two (52) weeks at forty (40) hours per week. The relationship between the 2080 hours and the actual assigned hours for the position will produce the fraction or percentage of other duty year calculations.

SECTION 2. SENIORITY CRITERIA: For purposes of vacation accrual, seniority is defined as years of continuous regular District employment as of June 30, of the relevant year. The year that shall be considered shall begin on July 1 and end on June 30. Based on the above calculation guidelines, vacation credit for employees on twelve (12) month, 260 paid duty day assignments will be earned in the following manner:

- a. Employees who have five years or less shall earn ten pro-rata days vacation per year.
- b. After five years employees shall earn 15 pro-rata days vacation per year.
- c. After ten years employees shall earn 20 pro-rata days vacation per year.
- d. After fifteen years employees shall earn 21 pro-rata days vacation per year.
- e. After seventeen years employees shall earn 22 pro-rata days vacation per year.
- f. After twenty years employees shall earn 23 pro-rata days vacation per year.

Vacation credit for employees with seniority dates prior to July 1, 2016 on less than 260 day assignments will be earned in the following manner:

- a. Employees who have six years or less shall earn ten (10) pro-rata days of vacation a year until they have six (6) years of seniority.
- b. Employees who have (6) years and less than twelve (12) years seniority shall earn fifteen (15) pro-rata days vacation.
- c. Employees who have twelve (12) years and less than fifteen (15) years seniority shall earn twenty (20) pro-rata days vacation.
- d. Employees who have fifteen (15) years and less than seventeen (17) years seniority shall earn twenty-one (21) pro-rata days vacation.
- e. Employees who have seventeen (17) or more years seniority shall earn twenty-two (22) pro-rata days vacation.

Effective July 1, 2017, vacation credit is not available for less than 200 paid day assignments.

Employees with seniority dates of July 1, 2016 or after for assignments more than 199 paid days but less than 260 days shall earn vacation in the following manner:

- a. Employees who have fifteen years or less seniority shall earn ten (10) pro-rata days vacation.
- b. Employees who have more than fifteen (15) years seniority shall earn a maximum of fifteen (15) pro-rata days vacation.

SECTION 3. SCHEDULE:

Subd. 1. All vacation time must have the prior approval of the employee's immediate supervisor. The supervisor shall not unreasonably refuse to approve vacation.

Subd. 2. Normally, the maximum vacation taken during any fiscal year shall not exceed one (1) year annual accrual; however, additional earned vacation time (annual vacation plus accumulated unused vacation) may be allowed with the approval of the employee's supervisor. Employees with less than 200 paid day assignments with unused vacation as of April 30 must notify payroll by that date of their intention to take vacation or cash for those unused days; employees with 200 or more and less than 260 paid day assignments with unused vacation as of April 15 may carry over up to 5 days vacation and notify payroll by that date of their intention to carryover, take vacation, or cash for those unused days; employees on twelve (12) month (260 days) assignments may carry over an unlimited amount of vacation days. Effective July 1, 2017, employees on ten (10) month assignments shall have a maximum payout out of five (5) days per year.

SECTION 4. TERMINAL VACATION: Employees who have one (1) or more years of seniority and are terminated or resign with adequate notification will be paid for up to twenty-five (25) days of accrued vacation based on the individual's seniority set forth in Section 2 of this Article. Employees who retire may be paid up to thirty **five (35)** days of accrued vacation.

ARTICLE XI

HOLIDAYS

All 12-month employees shall have eleven (11) paid holidays and all ten (10) month and nine (9) month/(school year) employees shall have ten (10) paid holidays. These holidays shall coincide with the school year calendar and will normally be Independence Day, Labor Day, two (2) days at Thanksgiving, two (2) days at Winter break, New Year's Day, President's Day, two (2) days designated to represent Spring break, and Memorial Day.

ARTICLE XII

LEAVES OF ABSENCE

SECTION 1. SICK LEAVE: Employees will be granted sick leave for personal illness, serious illness of a member of the immediate family, or on account of death of a member of the immediate family as determined by State law (e.g. spouse, children, sibling, parents, grandparents, grandchildren, parents-in-law).

- Subd. 1. Sick leave accrual will be earned on the following schedule prorated on a per pay day basis
12 months (260 days) = 15 days
10 and 9 months (school year) (230 to 174 days) = 12 days
- Subd. 2. Employees terminating employment during the school year shall be required to reimburse the District for sick leave days taken but not earned.
- Subd. 3. Sick leave shall accumulate to an unlimited amount.
- Subd. 4. Any employee who has used less than half of the year's allotted sick leave and no dock days and has accumulated thirty (30) sick days may choose to buy back up to five (5) unused days at the regular hourly rate (not including stipends).
- Subd. 5. An employee with accrued sick leave may not use dock days for illness.

SECTION 2. PERSONAL LEAVE:

- Subd. 1. For those employees who accrue vacation: Three (3) days of personal leave per year without salary deduction, the day to be deducted from sick leave, for personal business and emergencies, transaction, hearing or consultation which requires the presence of the staff member during working hours, and which would be impossible to fulfill at any other time. Personal leave will not be approved for absence resulting from weather conditions and its effect on transportation. Requests for personal leave must be submitted to the staff member's supervisor in writing two (2) days in advance, except in emergency cases. All requests must

have the approval of the Labor Relations and Benefits Department. Leave days are not cumulative.

Subd. 2. Effective July 1, 2017, those employees who do not accrue vacation shall be granted up to three (3) non-cumulative days of personal leave per year deducted from sick leave at employee's discretion without salary deduction; employees with ten (10) years or more seniority shall be granted one (1) additional personal leave day. Employees may request personal leave days on a first requested, first granted basis at least five (5) days in advance, except in emergency situations. A request is a filed, signed personal leave request form. Principals/Supervisors have discretion to approve or deny requests based on established limits on the number of office professionals who may take personal leave on any given day. Guidelines for building/program limitations include the following:

- a. Personal leave requests during the first five (5) days of the school calendar year or the last five (5) days of the student calendar year.
- b. No more than 7% of office professionals may use personal leave the same day.
- c. Personal leave requests on Mondays (Tuesday of Memorial week-end) or Fridays, commencing on May 1st and continuing until the end of the school year.
- d. Personal leave requests adjacent to a scheduled break or to requests for unpaid days off.
- e. In cases where two or more office professionals submit their request at the same time and the building/program limitations would be exceeded, District wide seniority would be used to break the tie (the most senior office professional shall be granted leave).

SECTION 3. MATERNITY/CHILD CARE LEAVE OF ABSENCE: Maternity leave of absence will be granted in accordance with the following regulations:

- a. Within ninety (90) days of learning of pregnancy, the employee shall provide a doctor's statement to her supervisor confirming pregnancy and anticipated delivery date.
- b. A "Request for Maternity Leave of Absence" shall be submitted to her supervisor addressed to the Employee Services Department at least ninety (90) days before the anticipated delivery date.
- c. The Superintendent of Schools or designee shall consider the employee's ability to perform the job assignment, and the wishes of the employee, in determining the starting date for the leave of absence. Notice of the leave will be forwarded to the employee and her supervisor.
- d. A maternity leave shall not normally exceed thirty (30) working days. A child care leave is defined as the period of time an employee intends for the convenience and comfort of the employee as well as the care of the child and shall be granted at the discretion of the District. Child care leave shall normally be no longer than a maximum of one (1) year. The return date shall be aligned with the beginning of school/fiscal/program calendar needs.
- e. Employees on maternity/child care leave shall have the district contribution of health insurance continued by the district during the time period provided for by District FMLA policies and

guidelines. If the employee desires to continue coverage during the child care leave, she may do so by paying the group rate cost.

District seniority shall accumulate during the leave of absence.

An employee may choose to use earned sick leave for the regular duty days she is disabled up to and including thirty (30) duty days, upon submitting written request to the Labor Relations and Benefits. This disability shall begin no later than the first day of birth.

- f. Circumstances of unusual nature may receive special consideration.
- g. Employees returning from maternity leave shall return to the same position; in the event the position no longer exists, the provision of Article XIV shall apply. Full-time twelve (12) or ten (10) month employees returning from child care leave shall return to the same position or a comparable position. Except as provided by federal or state law, part-time or nine (9) month/(school year) employees do not have any guarantees to return to the same or comparable position.
- h. Sick leave and vacation benefits accumulated at the start of the maternity/child care leave will be granted at the return from leave; such benefits do not accumulate during the leave.

SECTION 4. ADOPTION-PATERNITY LEAVE: A father, following the birth of his child, or a mother and/or father following the adoption of a child may use up to seven (7) days sick leave. The leave must commence within the first twelve months of the birth or adoption.

SECTION 5. JURY DUTY: Employees called for jury service shall serve without loss of pay. Full salary will be paid by the School District but compensation received for the jury service shall be returned to the School District, exclusive of mileage reimbursement.

SECTION 6. LEAVES OF ABSENCE OF UNUSUAL NATURE:

Subd. 1. A leave of absence of five (5) working days or less annually may be granted by the immediate supervisor. Leaves under this section shall be without pay as set forth in the District guidelines for addressing wage and benefit deductions.

Subd. 2. A leave of absence of more than five (5) working days but less than one (1) school/fiscal year may be granted by the Employee Services Director upon the recommendation of the immediate supervisor. Leaves under this section shall be without pay as set forth in the District guidelines for addressing wage and benefit deductions.

Subd. 3. Employees granted leaves of absence under Subd. 1 and 2 above shall return to his/her former position and the employee shall not lose his/her rights.

Subd. 4. Requests for extended leaves of absence may be granted at the discretion of the District. Full-time twelve (12) or ten (10) month employees returning from leave shall return to the same position or a comparable position. Part-time or nine (9) month/(school year) employees do not have any guarantees to return to the same or comparable position.

SECTION 7. Educational Leaves: Employees may be granted educational leaves of absence at the discretion of the District. Requests for these leaves should be submitted in writing to the Employee Services Director for consideration.

SECTION 8. Professional Association: Employees who have been elected as officers or board members of MAEOP may be granted a paid professional staff development leave for attendance at the two-day conference.

SECTION 9. SENIORITY: Seniority shall continue to accumulate during approved leaves of absence.

SECTION 10. REEMPLOYMENT: Association Employees who have terminated their District employment **within the bargaining unit** and who resume active employment within one (1) calendar year will be credited with their previous sick leave and step placement. Their seniority date for layoff purposes will be the new or latest date of hire. **They will be assigned an adjusted career date for determining seniority pay that reflects experience in the unit immediately before and after the period of separation in addition to any initial placement credit.**

ARTICLE XIII

POSTINGS

SECTION 1. VACANCIES AND NEW POSITIONS: In the event of vacancies or new positions created within the District, the position shall be posted on the District website. During the summer break, employees may access available openings by the District's website. Reasonable effort shall be used to describe the classification, location, special training required, and general information of the job opening.

SECTION 2. SELECTION: Applicants for posted positions must submit their application to Employee Services online before the close of the posting period. All internal non-probationary employees covered by this working agreement who apply using the proper application procedures on or before the posted deadline will be entitled to an interview. Final decisions, however, for employment advancement or promotion will be made by the supervisor.

SECTION 3. STATUS CHANGE: It is understood that to the extent that the District determines to change a ten (10) month position to a twelve (12) month position or a twelve (12) month position to a ten (10) month position, and the employee assigned to the position prior to the change voluntarily accepts the change, then the position need not be posted; however, to the extent the current employee does not voluntarily accept the change, the employee will be subject to layoff provisions as set forth in Article XIV and the new position shall be posted as a vacancy.

SECTION 4. ADMINISTRATIVE TRANSFER: Nothing within this Article prohibits an administrative transfer to a different assignment upon mutual agreement of the District and the Association.

ARTICLE XIV

DISPLACEMENT/LAYOFFS

SECTION 1. SENIORITY: Seniority for purposes of this article shall mean continuous unit employment with the District. Seniority does not include other District employment or time as a substitute employee prior to regular employment.

SECTION 2. SENIORITY LIST: The employer shall prepare an updated seniority list which shall be provided to the Association and Association Representative no later than April 1st of each year.

SECTION 3. PROCEDURE: In the event of an office professional displacement, the procedures and flowchart set forth in Appendix "D" will be used within each school building, the Community Education Department and programs, Special Education Department and programs, Alternative School sites and programs, and Central Office Administrative Departments.

Subd. 1. The District will determine the number of positions to be reduced within a building, department, or program and will notify the affected incumbents who are initially affected as soon as determined during the staffing process.

Subd. 2. Employees may not improve their status (class, months, hours) by this process or by recall.

Subd. 3. As an alternative to displacement bumping processes, the District may place the affected employee in an existing or anticipated vacancy of the same status; however, the employee's status cannot be improved unless mutually agreed by the District, employee, and Association. Affected employees may also request to be considered for existing or anticipated vacancies.

Subd. 4. In the event positions do not exist for employees displaced/bumped under these procedures, the employee will be laid off. The last hired shall be the first laid off within the same class and status, and recall shall be the last laid off being the first recalled within the same class and status and so on. Recall rights shall be for two (2) years. An employee may reject an offer to a position of lesser status and/or pay and has a right to refuse one recall of the same class and status and still retain recall rights.

Subd. 5. Like status and pay shall mean employment in the same classification from which the employee was laid off.

Subd. 6. Part-time means any status other than full-time (full-time shall include ten (10) and twelve (12) month eight (8) hour employees). Assignments of nine (9) months may fluctuate hours from year-to-year, will be subject to bumping rights, but not the layoff/recall procedures as set forth in Section 3, subdivision 4 of this Article. There shall be no displacement bumping between part-time and full-time employees; however, twelve (12) or ten (10) month employees subject to layoff, may exercise bumping rights into a nine (9) month/(school year) position.

ARTICLE XV

GRIEVANCE PROCEDURE

SECTION 1. DEFINITIONS:

- Subd. 1. A grievance is any controversy between the Board and the Association or between the Board and an employee as to:
- a. Interpretation of this Agreement
 - b. A charge of violation of this Agreement
 - c. An alleged violation involving wages, hours or working conditions
- Subd. 2. Supervisor shall mean supervisor/principal/assistant principal or the person to whom the employee reports.
- Subd. 3. Days shall be considered "working" days, defined as Monday through Friday excluding District-designated holidays.

SECTION 2. PROCEDURE: Grievances as defined in Section 1 shall be settled in the following manner and the steps set forth must be followed in the order listed within the time limits prescribed:

Step 1. The grievance shall be orally presented by the employee and/or the Association to the employee's supervisor within thirty (30) calendar days after employee knew or should have known of violation. No settlement in this Step 1 shall be made in violation of the "written contract." If a settlement is not reached within three (3) days after oral presentation to the first level supervisor, then, within ten (10) days of the oral presentation, the grievance shall be submitted in written form by the employee and/or the Association with a clear statement of the issue(s) involved to the General Counsel for handling in accordance with Step 2.

Step 2. The General Counsel shall establish a Step 2 meeting with the Association and/or its representatives, the aggrieved and appropriate District representatives. The Step 2 meeting shall be held within ten (10) days after employee has filed the written grievance. The time and place for meetings under Step 2 shall be at the discretion of the Association and General Counsel. The General Counsel shall prepare a report of the meeting, together with a written disposition of the matter and forward copies to the employee and to the Association within ten (10) days after the Step 2 hearing. If the employee or Association is dissatisfied with the General Counsel's written disposition the employee and/or Association may appeal to Step 3 within five (5) days of the receipt of the written disposition.

Step 3. Grievances referred to Step 3 shall be discussed between the Association and/or its representatives and the General Counsel. This discussion shall take place within ten (10) days after filing the Step 3 appeal. The General Counsel shall have ten (10) days to respond in writing to the Association and/or its representative. The Step 3 response may be appealed to Step 4 by the Association and/or its representatives with ten (10) days by written notice to General Counsel.

Step 4. ARBITRATION: In cases referred from Step 3 the parties shall attempt to agree on an arbitrator. If agreement is not reached within five (5) days the parties shall petition the Bureau of Mediation Services for selection of an arbitrator under the rules of the PELRA. The arbitrator shall set the time and

place for the Step 4 hearing, the method of procedure and make all necessary rulings. The arbitrator shall have no power to add to, subtract from, or modify any of the terms of the written agreement or to any agreement made supplementary hereto, and shall only be allowed to rule on those cases that apply to the definition of a grievance as described in this article. The decision of the arbitrator, if within the scope of his power, shall be binding on both parties within the limitations of the PELRA. The expense and fees of the arbitrator shall be borne jointly by the School District and the Association.

SECTION 3. RULES: Any loss of time by the employee and the employee's representatives to attend Step 4 in the grievance procedure shall not be compensated. The number of days indicated at each step of the grievance procedure should be considered as maximum and every effort should be made to expedite the grievance process. Any time limit may be extended by mutual written consent. The failure of an aggrieved person to submit or present a grievance within the time limits or to proceed from one step of the grievance procedure to the next step within the time limits set forth shall be deemed to accept the decision previously rendered and shall constitute a waiver of any future appeal concerning the particular grievance. The failure of an administrator to communicate a decision or hold a meeting within the specific time limits shall permit the aggrieved to proceed to the next step in the grievance procedure. Grievance cases shall be as confidential as possible. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

ARTICLE XVI

RETIREMENT

For employees hired after July 1, 2001, the sick leave severance set forth in Section 1 is not available.

SECTION 1. RETIREMENT: Employees who are immediately eligible for a state retirement pension benefit, have ten years in the district and who notify the District of retirement at least three (3) months prior to retirement shall qualify for up to 90 days of unused sick leave times their daily rate of pay less any District contribution to a matching 403(b) as set forth in Section 2 403(b) of this Article as retirement severance compensation. For the purpose of this Section, the school year shall begin with July 1 of one year and end on June 30 of the following year.

- a. The daily wage rate shall include the employee's regular hourly rate as set forth on the salary schedule including seniority/longevity pay but excluding any other pay such as professional certificates.
- b. The severance payment shall be made as a lump sum payment upon retirement to the District's Special Pay Plan in accordance with Federal rules and regulations. Deductions, such as State and Federal income tax, social security or PERA shall be made only as required by law. If the retired employee dies before the severance payment has been made, the balance due shall be paid to a named beneficiary or, lacking same, to the estate of the deceased.
- c. This section shall not apply to any employee who is discharged for cause by the School District.
- d. Severance and retirement benefits shall be available only once in an employee's employment with the District.

SECTION 2 403(b): The School District will contribute up to \$2,500 per year towards a matching 403(b) tax-sheltered annuity for all benefit eligible full time twelve (12) month employees with one-year's seniority as of July 1, and up to \$1,500 per year for all benefit eligible full-time ten (10) month employees with one-year's seniority as of July 1. The maximum individual lifetime matching contribution by the District shall be \$40,000.

For employees hired prior to July 1, 2001, each dollar contributed by the School District towards the matching 403(b) shall reduce the Retirement Severance payment, as set forth in Section 2, based on unused sick leave by the same dollar amount.

For employees hired after July 1, 2001, the sick leave severance set forth in Section 1 is not available.

SECTION 3. Health and Dental Insurance: Benefit eligible and enrolled employees eligible for retirement as established by Section 1 may elect to continue to participate in the District's Health and Dental insurance programs. The value of accumulated sick leave over 90 sick days shall be allocated to the Health Care Savings Plan for the individual retiring employees.

ARTICLE XVII SEVERABILITY

Provisions of this agreement are severable, and if any provisions thereof or the application of any such provision under any such circumstances is held to be invalid or void, it shall not affect any other provision of this agreement or the application of any provision thereof under different circumstances.

ARTICLE XVIII DURATION

SECTION 1. This agreement shall become effective on July 1, **2020**, and shall continue in full force and effect to and including June 30, **2022**.

SECTION 2. Any and all prior agreements, resolutions, practices, policies, rules, and regulations regarding terms and conditions of employment, to the extent inconsistent with the provisions of this agreement, are hereby superseded.

SECTION 3. This agreement may be modified by written notice to the other party submitted between April 1, **2022** and June 30, **2022** otherwise the agreement shall remain in effect for another twelve (12) month period.

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

Anoka-Hennepin Educational Office
Professionals' Association

Carolyn Bourgeois

Cindy Bantz

Micole R. Rutt-Livgard

Ann M. Deery

Carole Schry

8/24/2020

Date

Anoka-Hennepin Independent
School District No. 11

Marci Ande

Keith Humpes

J. Emilson

Emilie-Made

Ann Dilsen

W. [unclear]

[unclear]

General Counsel

APPENDIX "A" - RATES OF PAY

SECTION 1.

A. Salary Schedule Effective July 1, 2020 through June 30, 2022

Hourly Rates Effective July 1, 2020 through June 30, 2022: Step movement both years.

		2020-2021						2021-2022			
		Class →	A	B	C			Class →	A	B	C
Step 2019-20↓	Step Flow	Step 2020-21↓				Step Flow	Step 2020-21↓				
2		2	14.65	16.25	17.85		2	\$15.00	\$16.70	\$18.35	
3	↘	3	14.90	16.50	18.10		3	\$15.25	\$16.95	\$18.60	
4	↘	4	15.50	17.20	18.85		4	\$15.50	\$17.20	\$18.85	
5	↘	5	16.10	17.95	19.60		5	\$16.10	\$17.95	\$19.60	
6	↘	6	16.75	18.70	20.40		6	\$16.75	\$18.70	\$20.40	
7	↘	7	17.45	19.50	21.20		7	\$17.45	\$19.50	\$21.20	
8	↘	8	18.20	20.30	22.05		8	\$18.20	\$20.30	\$22.05	
9	↘	9	18.95	21.15	22.90		9	\$18.95	\$21.15	\$22.90	
10	↘	10	19.75	22.00	23.80		10	\$19.75	\$22.00	\$23.80	
S1	↘	11	20.55	22.85	24.75		11	\$20.55	\$22.85	\$24.75	
S2 7/1/97- 6/30/02	↘	12	20.75	23.05	25.00		12	\$20.75	\$23.05	\$25.00	
S3 Pre- 6/30/97	↘	13	20.95	23.25	25.25		13	\$20.95	\$23.25	\$25.25	

B. Office Professionals whose seniority date is listed will receive the additional hourly amount.

		2020-2021				2021-2022	
Seniority	Dates	Additional hourly		Dates	Additional hourly		
15-19 yrs	7/01/01 - 6/30/06	\$0.50		7/01/02 - 6/30/07	\$0.75		
20-24 yrs	7/01/96 - 6/30/01	\$0.75		7/01/97 - 6/30/02	\$1.00		
25+ yrs	Prior to 7/01/96	\$1.00		Prior to 7/01/97	\$1.25		

The above salary schedule is a guide for compensation for the length of this Agreement and is not to be considered as a continuing contract.

B. Probation: The probationary period for new employees shall be the equivalent of one full year from date of hire.

C. Classifications: Appendix B sets forth job positions sorted by classification.

1. Classifications shall be retained except as reviewed and adjusted by the District. Records and history of classification assignments shall be retained by the Labor Relations and Benefits Department. If the District reclassifies an existing position, the District will inform the Association of the reclassification and the rationale for the reclassification.

D. Step Placement and Movement:

1. New hires shall not be placed above the initial step without notice and an opportunity to meet and confer with the Association.
2. Employees hired prior to March 1, shall advance one step on July 1 of the relevant year.
3. Employees hired on or after March 1, shall remain on the initial step with no step movement until the following July 1, if applicable.
4. Movement from one step to another will be based on satisfactory performance. A 30 day written notice will be given to an employee if the increment is to be withheld, giving the reason for withholding that increment. Prior to withholding the increment, the District shall meet and confer with the Association. Denial of a step movement shall be subject to the grievance procedure.
5. Employees who advance classification shall:
 - a. Move to the corresponding step in that classification if applicable.

E. Professional Certificates:

1. Employees hired prior to the ratification of the July 1, 2018 agreement and are current holders of a certificate issued by Professional Standards - National Association of Educational Office Professionals prior to July 1, 2018 will be paid an additional:
 - a. CEOE or Advanced - \$22.00 per pay period
 - b. Associate Professional - \$17.00 per pay period
 - c. Basic - \$15.00 per pay period

SECTION 2.

A. Termination of Employees:

Employees who are terminated or resign shall do so with the understanding that this shall be "loss of all rights."

SECTION 3. SUMMER SCHOOL EMPLOYMENT:

1. Summer employment shall be voluntary.
2. Employees accepting summer school office professional employment and/or other positions as determined by the District shall be paid at their regular rate through their summer assignment.
3. "Regular Hourly Rate" shall not include stipends for certificates.
4. Summer employment does not affect eligibility for insurance, vacation, sick leave, or any other benefit.

SECTION 4. DAILY WAGE RATE: The daily wage rate shall include the employee's regular hourly rate as set forth on the salary schedule including and seniority/longevity pay but excluding any other pay such as professional certificates or college credits.

SECTION 5. TEMPORARY REASSIGNMENT PAY: When the building principal or departmental supervisor temporarily reassigns an employee in a lower classification position to a higher classification position for more than 15 continuous workdays due to employee absence in the higher classification position, the reassigned employee will receive the higher rate of pay in the same step classification.

APPENDIX "B"

Class C = one Principal School Office Professional at each Elementary, Middle, and High School; one Department/Program Lead Office Professional may be designated at the following:

- Administrative Services
- Building and Grounds
- Child Nutrition
- Community Education
- Compass – Bell
- Compass –ESC
- Data Management/Scheduling- (one designated at each High School and each Middle School)
- Early Childhood Special Education
- Elementary Curriculum
- Information System Department (exception to the one person per department rule)
- Pathways
- Payroll (exception to the one per person per department rule)
- Purchasing Buyer (exception to the one person per department rule)
- Q-Comp
- River Trail Learning Center
- Secondary Curriculum
- Special Education
- Student Services
- STEP
- Supplemental Programs
- Technology Services
- Transportation

Class B = all other Office Professionals not listed in Class C or Class A

Class A = Receptionist, Switchboard, Building Media, Part-time Elementary Office Professionals, Part-time Department/Program Office Professionals (excludes some Community Education).

APPENDIX "C"

ANOKA-HENNEPIN INDEPENDENT SCHOOL DISTRICT NO. 11

WRITTEN GRIEVANCE

GRIEVANCE NO. _____

Aggrieved

Classification _____

Grievance: State in clear terms the violation, people involved and other relevant information.

Relief sought:

_____ Date

_____ Signature

(To be filled out by the First Level Supervisor with copies to the Aggrieved and the General Counsel.)

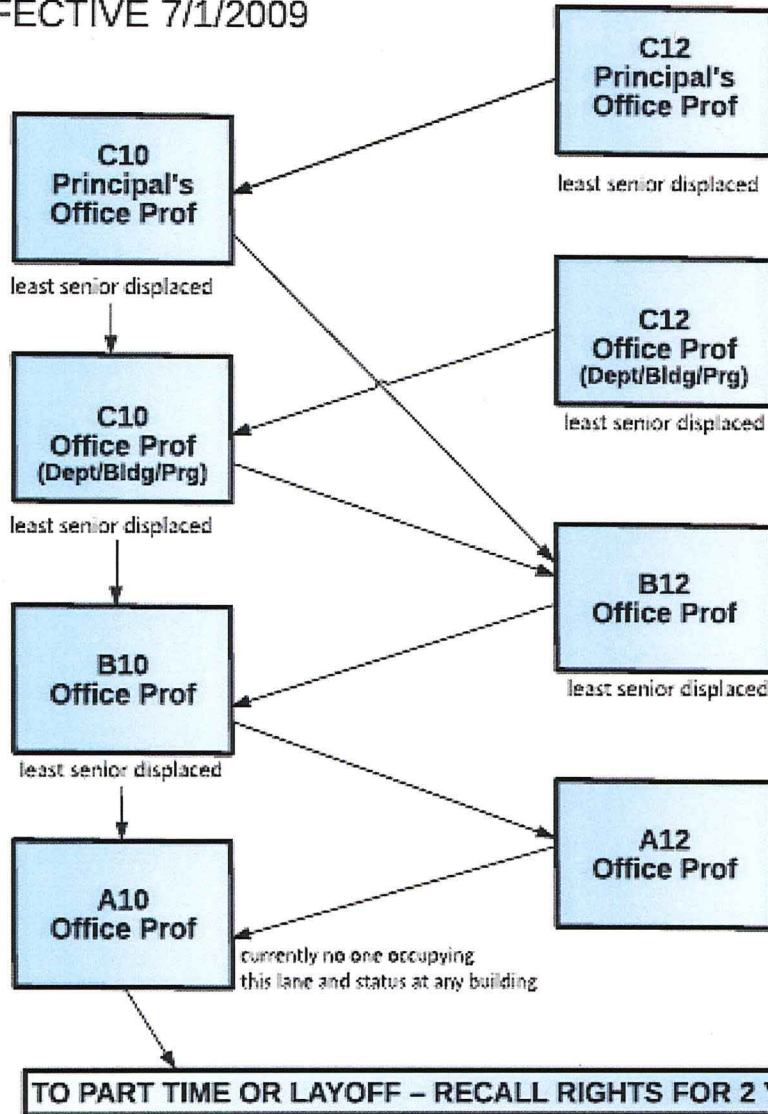
Disposition of Step 1

_____ Date

_____ Signature

APPENDIX D

OFFICE PROFESSIONALS DISPLACEMENT/BUMPING/LAYOFF EFFECTIVE 7/1/2009



FULL TIME INSURANCE BENEFIT ELIGIBLE

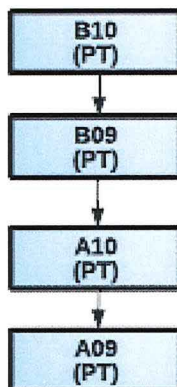
Reduction in number of positions or positions eliminated:

- 1) Least senior employee in category within department/building/program is displaced out of department/building/program;
- 2) School District assigns least senior displaced employee to opening within category district-wide;
- 3) If no openings within the category district-wide, the employee displaces least senior within category district-wide;
- 4) Least senior employee has been displaced chooses to accept layoff or to bump if their seniority is greater than anyone in lower classification down or across - choosing between less months or lower classification; (cannot improve status)
- 5) Repeat # 2 - 4.

At bottom of FT/Benefit Eligible

- 6) Employee may choose bumping to part-time or layoff with recall rights
- 6a) if chooses bump down, no rights to recall; may apply for openings
- 6b) if chooses layoff, recall to equal status or less only

PART TIME NON-INS BENEFIT ELIGIBLE



Reduction in number of positions or positions eliminated:

- 1) Least senior employee in category within department/building is displaced out of building/department;
- 2) School District assigns displaced employee to opening within category district-wide;
- 3) If no opening within the category district-wide, the employee displaces least senior in lower category district-wide;
- 4) Least senior bumps lower following #1 - 3; (cannot improve status)
- 5) No guarantee of days or hours.

Miscellaneous Information:

-When multiple openings within categories, Principals will interview displaced office professionals for selection process.

-No recall to higher level.

