

AGREEMENT

Between

INDEPENDENT SCHOOL DISTRICT #726

BECKER, MINNESOTA

And

SCHOOL SERVICE EMPLOYEES – LOCAL #284

Representing:

Maintenance/Building & Grounds

Food Service

Clerical

Paraprofessionals

Effective July 1, 2007 through June 30, 2010

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ARTICLE I

PURPOSE

Parties. This Agreement, entered into between the School Board of Independent School District #726, Becker, Minnesota, hereinafter referred to as the School District, the School Service Employees Local 284 AFL-CIO SEIU, hereinafter referred to as the Exclusive Representative, pursuant to and in compliance with the Public Employment Labor Relations Act of 1971 as amended, hereinafter referred to as the P.E.L.R.A., to provide the terms and conditions of employment for all non-certified employees of independent School District #726, who are employed for more than 14 hours per week or 35% of the normal work week and more than 67 work days per year in the classifications of maintenance/building & grounds, clerical, paraprofessionals, and food service during the duration of this Agreement.

ARTICLE II

RECOGNITION OF EXCLUSIVE REPRESENTATIVE

Section 1. Recognition. In accordance with the P.E.L.R.A., the School District recognizes School Service Employees Local #284 as the Exclusive Representative for all non-certified employees of the School District who are employed for more than 14 hours per week or 35% of the normal work week and more than 67 work days per year in the classifications of Maintenance/Building & Grounds, Clerical, Paraprofessionals, and Food Service, which as Exclusive Representative shall have those rights and duties as prescribed by the P.E.L.R.A. and as described in the provisions of this Agreement.

Section 2. Appropriate Unit. The Exclusive Representative shall represent all such employees of the School District contained in the appropriate unit as defined in Article III,

Section 2. of this Agreement and the P.E.L.R.A. and in certification by the Commissioner of Mediation Services, if any.

ARTICLE III

DEFINITIONS

Section 1. Terms and Conditions of Employment. The term,"terms and conditions of employment," means the hours of employment, the compensation therefore including fringe benefits except retirement contributions or benefits, and the School District's personnel policies affecting the working conditions of the employees. In the case of employees the term does not mean educational policies of a school district. The term is subject to the provisions P.E.L.R.A.

Section 2. Description of Appropriate Unit. For purposes of this Agreement, the term "Exclusive Representative" shall mean all persons in the appropriate unit employed by the School District in such classifications excluding the following: confidential employees, supervisory employees, essential employees, part-time employees whose services do not exceed the lesser of 14 hours per week or 35 percent of the normal work week in the employees' bargaining unit, employees who hold positions of a temporary or seasonal character for a period not in excess of 67 working days in any calendar year transportation employees, and emergency employees.

Section 3. School District. For purposes of administering this Agreement, the term, "School District," shall mean the School Board or its designated representative.

Section 4. Other Terms. Terms not defined in this Agreement shall have those meanings as defined by the P.E.L.R.A.

ARTICLE IV

SCHOOL DISTRICT RIGHTS

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

Section 2. Management Responsibility. The Exclusive Representative recognizes the right and obligation of the School Board to efficiently manage and conduct the operation of the School District within its legal limitations and with its primary obligation to provide educational opportunity for the students of the School District.

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 School Board and shall be governed by the laws of the State of Minnesota and by School 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 School Board and its duly designated officials to promulgate rules, regulations, directives and orders from time to time as deemed necessary by the School Board insofar as such rules, regulations, directives, and orders are not inconsistent with the terms of this Agreement and recognizes that the School District, all employees covered by this Agreement, and all provisions of this Agreement are subject to the laws of the State of Minnesota, Federal laws, rules and regulations of the State Department of Education and valid rules, regulations and orders of State and Federal governmental agencies. Any provision of this Agreement found to be

in violation of any such laws, rules, regulations, directives, or orders shall be null and void and without force and effect.

Section 4. Reservation of Managerial Rights. The foregoing enumeration of rights and duties shall not be deemed to exclude other inherent management rights and management functions not expressly reserved herein, and all management rights and management functions not expressly delegated in this Agreement are reserved to the School District.

ARTICLE V

EMPLOYEE RIGHTS

Section 1. Right to View. Nothing contained in this Agreement shall be construed to limit, impair or affect the right of any employee or his/her representative to the expression or communication of a view, grievance, complaint, or opinion on any matter related to the conditions of 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 employment for employees of such unit with the School District.

Section 3. Request for Dues Check Off. The Exclusive Representative shall be allowed dues check off for its members provided that dues check off and the proceeds thereof shall not be allowed to any Exclusive Representative that has lost its right to dues check off. Upon receipt of a properly executed authorization card of the employee involved, the School

District will deduct from the employee's paycheck the dues that the employee has agreed to pay to the employee organization during the period provided in said authorization. The School District shall deduct such dues from the last check of the month of each employee beginning in July of each year.

ARTICLE VI

RATES OF PAY

Section 1. Rates of Pay.

Subd. 1. The wages and salaries reflected in Appendix A, attached hereto, shall be a part of the Agreement for the period commencing July 1, 2007, through June 30, 2010.

Subd. 2. During the duration of the Agreement, advancement on any salary schedule shall be subject to the terms of this Agreement, and each employee shall be compensated according to his/her current rate until a successor Agreement is entered into.

Section 2. Placement of the Salary Schedule. The school district shall, at their discretion, have the right to place new hires on a step commensurate with their experience as determined jointly by the superintendent and the steward for Local #284.

ARTICLE VII

INSURANCE

Section 1. Selection of Carrier. The selection of the insurance carrier and policy shall be made by the School District as provided by law.

Section 2. Health and Hospitalization Insurance. The School District shall contribute 100% of a single coverage premium and 80% of a dependent coverage premium.

Subd. 1. Employees who retire at regular retirement age shall be entitled to participate in the School District health and hospitalization plans. Cost of the premiums shall be borne by the retired employee. Once an employee is eligible for Medicare and/or reaches age sixty-five (65) he/she is no longer eligible for District insurance.

Subd. 2. Employees who qualify for early retirement shall be eligible to remain in the existing group health and hospitalization insurance program and shall remain eligible for School District contribution toward single coverage, as defined in Article XIV, Section 2, of the Agreement between the School District and the Exclusive Representative if either of the following (a) or (b) criteria are met:

(a) They have reached the rule of 90 (as defined by the sum total of years of service added to their age) and have completed eighteen (18) years of continuous service with the School District under this bargaining unit.

OR

(b) Employees must have completed eighteen (18) years of continuous service with the school district under this bargaining unit and be at least 62 years of age.

This fixed figure will be paid until the employee reaches sixty-five (65) or until they become eligible for medicare or until the employee returns to full time employment that has a health plan

Subd. 3. Subd. (2). b shall apply only to employees who retire during and/or after the 2000-2001 school year and thereafter, and shall not be retroactive to any employee who had retired prior to July 1, 2000.

Section 3. Dental Insurance. The School District shall contribute 100% of a single coverage premium and 80% of a dependent coverage premium for the period.

Section 4. Income Protection. The School District shall provide income protection insurance for each eligible employee. The District shall pay 100% of the cost for an eight (8) hour per day employee and a pro-rated amount for anyone working less than eight (8) hours per day.

Section 5. Term Life Insurance.

Subd. 1. Selection. The selection of the insurance carrier policy shall be made by the School District as provided by law.

Subd. 2. Term Life Insurance Contribution. The School District shall contribute up to the sum of \$120.00 for contract years 2007-2010 toward the premium for term life insurance for each school service employee employed by the School District who qualifies for and is enrolled in the School District's term life insurance plan. Such plan will be in the amount of \$50,000 coverage per school service employee. Any additional cost of the premium shall be borne by the employee and paid by payroll deduction.

Section 6. Claims Against the School District. It is understood that the School District's only obligation is to purchase an insurance policy and pay such amounts as agreed to herein, and no claim shall be made against the School District as a result of a denial of insurance benefits by an insurance carrier.

Section 7. Duration of Insurance Contribution. An employee is eligible for School District contribution as provided in this article as long as the employee is employed by the School District. Upon termination of employment, all School District contributions shall cease, except as provided in Section 2.

Section 8. Eligibility. Benefits provided in this Article are designed for all employees who are employed for more than 14 hours per week or 35% of the normal work week and more than 67 work days per year in the classifications of maintenance/building & grounds, clerical, paraprofessionals and food service, as defined in Article IX, prorated to a 40-hour week.

ARTICLE VIII

LEAVES OF ABSENCE

Section 1. Sick Leave.

Subd. 1. All full-time employees shall be credited with 12 days of sick leave at the beginning of each school year. All part-time employees shall be credited with a prorated amount at the beginning of each school year. In the event that an employee terminates employment with the School District having used more than the allowed amount of sick leave, the district shall deduct for any difference between the actual paid sick leave and the allowed amount.

Subd. 2. An employee may carry over up to one hundred and fifty (150) days of such leave from one year to the next. Prior to the July 1st carry over an employee may exchange unused sick leave for personal leave at a ratio of three (3) such leave days to one (1) personal leave day provided their total carry over does not fall below one hundred and fifty (150).

Subd. 3. Sick leave with pay shall be allowed whenever an employee's absence is found to have been due to employee's illness and/or disability which prevented his/her attendance and performance of duties on that day or days.

Subd. 4. The School District may require an employee to furnish a medical certificate from a qualified physician as evidence of illness, indicating such absence was due to illness, in order to qualify for sick leave pay. However, the final determination as to the eligibility of an employee for sick leave is reserved to the School District. In the event that a medical certificate will be required, the employee will be so advised. The School District shall pay the cost for the office call to obtain the medical certificate.

Subd. 5. Sick leave allowed shall be deducted from the accrued sick leave days earned by the employee.

Subd. 6. Sick leave pay shall be approved only upon submission of a signed request upon the authorized sick leave pay request available at the office.

Section 2. Sick Leave Bank

Subd. 1. When a unit member has used all his/her leave allowance (vacation, sick and personal days), the employee will be allowed to use days drawn from the 'leave allowance bank'.

Subd. 2. All employees who wish to participate shall notify the business office within twenty (20) days after such employee's first workday for the school year. Participating employees will be assessed one day of leave allowance at the time they join the leave allowance bank. All assessed days will be accumulated in a bank where they will be available to participants who have used all their designated leave allowance days.

When the days in the bank have been used, all participants will be reassessed one day, thus the days in the bank will equal the number participating.

Subd. 3. An employee may withdraw from the ‘leave allowance bank’ at the beginning of any school year. In case of withdrawal, an employee’s contribution of days to the leave allowance bank stays in the bank. To be eligible to draw from the sick leave bank an employee must have experienced 2 days of unpaid leave. An employee may use no more than twenty (20) days from the sick leave bank in any given school year, effective with the implementation of this provision. Both the Employer and Local 284 have a substantial interest in insuring that days from the leave allowance bank are used only for legitimate reasons in accordance with the terms of this Agreement. Every reasonable effort will be made to involve both Local 284 and the school district in counseling employees if misuse of the bank occurs. In the event that the local and the district determine that misuse is occurring the employee can be immediately barred from using the sick leave bank and will receive leave without pay.

Section 3. **Personal Leave.** A school service employee shall be granted two personal leave days per year. Personal leave may accumulate to three (3) days. A part-time employee may earn personal leave on a prorated basis. A written request for personal leave is to be made to the Superintendent through the head supervisor at least three (3) days in advance, except in emergencies when an oral request through the head supervisor and superintendent will be considered. Approval will be given pursuant to the following conditions:

Subd. 1. One (1) sick leave day will be deducted for each personal leave day used.

Subd. 2. Leave may be used in half or full day increments.

Subd. 3. No more than one employee in each job category, but no more than two employees, of a building's school service employees may be on personal leave at the same time.

Subd. 4. Personal leave shall not be allowed on a day immediately prior to or after Thanksgiving, Christmas or Easter, unless granted by the Superintendent, or the first or last day of school, parent conference, workshops, or inservice days.

Subd. 5. Two personal days may be used on consecutive days. In the event the employee requests personal leave for the purpose of bereavement not covered under Article VIII, Section 9 of the bereavement leave, the employee will be allowed to use three consecutive personal leave days provided they have accumulated that many personal leave days.

Subd. 6. If more than the allocated number of school service employees apply for any given day, the leave shall be granted in the order that the requests are received.

Subd. 7. This provision shall go into effect beginning in the 1992-93 school year.

Subd. 8. If requested by the employee, any employee with over 60 days of sick leave on the last contract day of the previous school year shall be granted additional personal leave during the following school year provided their sick leave total does not fall below 60 days. These additional days will be calculated at a 3:1 ratio to be deducted from sick leave. A maximum of two additional days may be realized through this process. Through the use of this benefit the total accumulation of personal leave may be increased to 4 days.

Section 4. Workers' Compensation. Pursuant to M.S. 176, an employee injured on the job in the service of the School District and collecting workers' compensation insurance may draw sick leave and receive full salary from the School District, his salary to be reduced by an amount equal to the insurance payments, and only that fraction of the days not covered by insurance will be deducted from his accrued sick leave.

Section 5. Emergency Leave.

Subd. 1. Employees may be granted an emergency leave at the discretion of the School District. Emergency leave refers to approved absence from work because of serious personal or family illness or family emergency.

Subd. 2. Emergency leave shall be deducted from sick leave days.

Subd. 3. Requests for emergency leave must be made in writing to the Superintendent at least three days in advance, whenever possible, except in the event of emergencies. The request shall state the reason for the proposed leave. The School District reserves the right to refuse to grant such leave if, under the circumstances involved, such leave should not be granted. All leaves must have written approval, but at no time shall more than three percent of the employees be granted emergency leave.

Section 6. Child Care Leave.

Subd. 1. A child care leave may be granted by the School District, subject to the provisions of this section, to one (1) parent of an infant child, provided such parent is caring for the child on a full-time basis.

Subd. 2. An employee making application for child care leave shall inform the Superintendent in writing of intention to take the leave at least three calendar months before commencement of the intended leave.

Subd. 3. If the reason for the child care leave is occasioned by pregnancy, an employee may utilize sick leave pursuant to the sick leave provisions of the Agreement during a period of physical disability. However, an employee shall not be eligible for sick leave during a period of time covered by a child care leave. A pregnant employee will also provide, at the time of the leave application, a statement from her physician indicating the expected date of delivery.

Subd. 4. The School District may adjust the proposed beginning or ending date of a child care leave so that the dates of the leave coincide with some natural break in the school year - i.e., winter vacation, spring vacation, semester break or quarter break, end of grading period, end of the school year, or the like. The availability of a substitute employee may also be considered by the School District in the granting of a child care leave or the duration thereof.

Subd. 5. In making a determination concerning the commencement and duration of a child care leave, the School Board shall not, in any event, be required to:

1. Grant any leave more than twelve (12) months in duration.
2. Permit the employee to return to his or her employment prior to the date designated in the request for child care leave.

Subd. 6. An employee returning from child care leave shall be re-employed in a like or similar position for which he or she is qualified.

Subd. 7. Failure of the employee to return pursuant to the date determined under this section shall constitute grounds for termination unless the School District and the employee mutually agree to an extension in the leave.

Subd. 8. The parties agree that the applicable periods of probation for employees as set forth in Minnesota statutes are intended to be periods of actual service enabling the School District to have opportunity to evaluate an employee's performance. The parties agree, therefore, that periods of time for which the employee is on child care leave shall not be counted in determining the completion of the probationary period.

An employee who returns from child care leave within the provisions of this section shall retain all previous seniority credit for pay purposes and any unused leave time accumulated under the provisions of this Agreement at the commencement of the beginning of the leave. The employee shall not accrue additional seniority credit for pay purposes or leave time during the period of absence for child care leave.

Subd. 9. An employee on child care leave is eligible to participate in group insurance programs if permitted under the insurance policy provisions, but shall pay the entire premium for such programs as the employee wishes to retain, commencing with the beginning of the child care leave. The right to continue participation in such group insurance programs, however, will terminate if the employee does not return to the School District pursuant to this section.

Subd. 10. Leave under this section shall be without pay or fringe benefits.

Section 7. Jury Service. An employee who serves on jury duty shall be granted the day or days necessary as stipulated by the court to discharge this responsibility without any salary deduction or loss of basic leave allowance. The compensation received for jury duty service shall be remitted to the School District exclusive of mileage reimbursement.

Section 8. Eligibility. Leave benefits provided in this Article are designed for all employees as defined in Article IX, prorated to a 40-hour week.

Section 9. LOA Substitutes. Employees substituting for employees out on any of the above leaves shall receive the rate of pay normally earned by the "out person" (if higher) after 5 days of substitute service (retroactive to the first day of substitute service).

Section 10. Bereavement. In the event of the death of a member of the employee's immediate family of the employee, which shall include the spouse, children, parent(s), brother(s), sister(s), grandparent(s), grandchildren(s), mother(s)-in-law, father(s)-in-law, brother(s)-in-law, sister(s)-in-law, daughter(s)-in-law, son(s)-in-law, aunt(s), uncle(s), niece(s), and nephew(s), leave with pay of up to three (3) days will be granted by the Superintendent. Additional days may be granted at the discretion of the Superintendent. The number of days granted as leave shall be deducted from the employees sick leave.

Section 11. An employee may apply for an extended unpaid leave beyond the leaves provided in this article, not to exceed a maximum total of 2 years. Employees shall not accrue benefits or step advancement on the salary schedule but may remain on insurances at their own expense.

ARTICLE IX

HOURS OF SERVICE

Section 1. Basic Work Week. A basic work week shall consist of 40 hours, exclusive of lunch, for full-time employees. All work over 40 hours shall be paid at the overtime rate of time and one-half. Overtime must be approved by the administration in advance. With the prior permission of the Superintendent and at the request of an employee, time and one-half (1-1/2) comp time may be granted in lieu of overtime pay. Time and one-half (1-1/2) comp time is not applicable to facility rental work and other time that is not paid directly by the School District.

Section 2. Basic Work Year. A basic work year shall consist of twelve (12) months' employment.

Section 3. Part-time Employees. The School District reserves the right to employ such personnel as it deems desirable or necessary on a part-time or casual basis.

Section 4. Shifts and Starting Time. All employees will be assigned starting time and shifts as determined by the School District.

Section 5. Lunch Period. Employees shall be provided a duty-free lunch period of at least 30 minutes.

Section 6. School Closing. In the event that school is closed for any reason, is late starting, or has an early dismissal and the employees are not required to perform services, the employees will be afforded the opportunity to make up the time, as determined by the district, or compensation shall not be reduced accordingly.

Section 7. Building Overtime/Building & Grounds. For the purposes of overtime, the most senior person by building or in the building & grounds department shall be offered the overtime first, except in an emergency. In the event of an emergency, the School District has the

right to assign the person who can perform the duty in the most expeditious manner and such assignment is not subject to the grievance process.

ARTICLE X

VACATIONS AND HOLIDAYS

Section 1. Eligibility. This article shall apply only to employees who are regularly employed as defined in Article IX.

Section 2. Earned Vacations.

Subd. 1. Full-time employees under these provisions shall accrue vacation as follows:

- 2 weeks after 1 year,
- 3 weeks after 5 years,
- 4 weeks after 15 years.

Subd. 2. On the 21st year of employment one day of vacation shall be added and an additional day each year up to and including the 25th year of employment will be added for a total of 5 weeks of vacation thereafter.

Section 3. Application.

Subd. 1. Employees hired after July 1, 1984 are not eligible for vacation as a matter of right until the anniversary of their employment.

Subd. 2. If the employee resigns before completing a full year of service, 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 his/her final check. An employee who has completed at least one year of service shall be entitled to receive the prorated pay for

unused vacation time provided such employee provided the School District with at least two (2) weeks' advance written notice of his/her resignation time.

Subd. 3. The scheduling of all vacation time shall be determined by the School District.

Section 4. Weekends. Holidays that fall on weekends will be observed on a day established by the School District.

Section 5. School in Session. The School District reserves the right, if school is in session, to cancel any of the holidays and establish another holiday in lieu thereof. Any legal holiday or holiday that falls within an employee's vacation period shall not be counted as a vacation day.

Section 6. Application. In order to be eligible for holiday pay, an employee must have worked his/her regular work day before and after the holiday unless he/she is on excused illness, leave, or on vacation under these provisions.

Section 7. Paid Holidays. Full-time employees shall be granted the following paid holidays:

Independence Day,
Labor Day,
Thanksgiving Day,
Friday Following Thanksgiving Day,
Christmas Eve Day,
Christmas Day,
New Year's Day,
Martin Luther King Day or Presidents' Day or a Floater, *
Good Friday,
Memorial Day.

*As determined by the School District

This will apply to holidays falling within the period of employment. Less than 12-month employees shall be granted the following paid holidays:

Labor Day,
Thanksgiving Day,
Good Friday,
Memorial Day.

ARTICLE XI

DISCIPLINE, DISCHARGE AND PROBATIONARY PERIOD

Section 1. Vacancies. New positions or vacancies of more than thirty (30) days duration will be posted for period of five (5) working days. The senior most qualified applicant within the department will be assigned thereto within ten (10) days after the completion of the application/interview process. Applicants for posted positions must submit their bid to the proper office in writing. Duplicate copies of all bids will be delivered to the steward of the unit by the District at the close of the posting. Successful applicants shall be placed on the next higher pay rate nearest their old pay rate.

The building principal's secretary position is exempt from this article. Once the building principal's secretary vacancy is posted, an interview committee shall be formed to interview candidates for said vacancy. Said committee shall include, but not be limited to, the union steward of the exclusive representative and one secretarial member selected by the bargaining unit. All bargaining unit members that apply for said vacancy shall be interviewed for the position prior to any outside candidates. The interview committee will make a recommendation to the building principal who shall make the final hiring decision recommendation to the board of education.

Section 2. Probationary Period. Under the provisions of this Agreement, an employee shall serve a probationary period of six (6) months of continuous service in the School District during which time the School District shall have the unqualified right to suspend without pay, discharge, or otherwise discipline such employee; and during this probationary period, the employee shall have no recourse to the grievance procedure, insofar as suspension, discharge, or other discipline is concerned. The probationary period may be extended for three (3) months with mutual consent of both parties. However, a probationary employee shall have the right to bring a grievance on any other provision of the Agreement alleged to have been violated.

Section 3. Probationary Period; Change of Classification. In addition to the initial probationary period, an employee transferred or promoted to a different classification shall serve a new probationary period of three (3) calendar months in any such new classification. During this three (3) month probationary period, if it is determined by the School District that the employee's performance in the new classification is unsatisfactory, the School District shall have the right to reassign the employee to his or her former classification.

Section 4. Completion of Probationary Period. An employee who has completed the probationary period may be suspended without pay or discharged only for cause. An employee who has completed the probationary period and is suspended without pay or discharged shall have access to the grievance procedure.

Section 5. Seniority Date. Employees shall acquire seniority upon completion of the probationary period, as defined in this Agreement and, upon acquiring seniority, the seniority date shall relate back to the first date of continuous service. A leave of absence shall not constitute a break in continuous service. If more than one employee commences work on the

same date, seniority ranking for such employees shall be determined by the length of previous substitute service in the School District.

Section 6. Reduction in Force. In the event of a reduction in force the layoffs would start with the least senior in the lowest classification. The parties recognize the principle of seniority in the application of this Agreement, within classification, concerning reduction in force provided the employee is fully qualified to perform the duties and responsibilities of the position. An employee on layoff shall retain his/her seniority and right to recall, seniority order, for a period of twelve (12) months after the date of layoff.

Section 7. Time Off Provision. The School District must afford reasonable time off to elected officers or appointed representatives of the Exclusive Representative for the purpose of conducting the duties of Exclusive Representative and must, upon written request, provide for leaves of absence to elected or appointed officials of the Exclusive Representative. This time off may be without pay.

Section 8. Physical Examinations. Physicals, x-rays, or mantoux tests as required will be given at the expense of the School District for any amount not covered by the district's health insurance plan and the district shall have the right to approve the health care provider used for such exams.

Section 9. Paraprofessional Certification. Paraprofessionals shall have met the "highly qualified" criteria set forth in the No Child Left Behind by achieving one of the following five options:

- Option 1: AA, AS, AAS or higher degree
- Or
- Option 2: Two years of study (60 semester hours) at an institution of higher education
- Or
- Option 3: A passing score on a state assessment (PARAPRO TEST)

- Or
Option 4: District validated portfolio demonstrating the nine core competencies
- Or
Option 5: A state approved local assessment

ARTICLE XII

GRIEVANCE PROCEDURE

Section 1. Grievance Definition. A "grievance" shall mean an allegation by an employee resulting in a dispute or disagreement between the employee and the School District as to the interpretation or application of terms and conditions contained in this Agreement.

Section 2. Representative. The employee, administrator, or School Board may be represented during any step of the procedure by any person or agent designated by such party to act in the party's behalf.

Section 3. Definitions and Interpretations.

Subd. 1. Time limits specified in this Agreement may be extended by mutual agreement.

Subd. 2. Reference to days regarding time periods in this procedure shall refer to working days. A working day is defined as all week days not designated as holidays by state law.

Subd. 3. In computing any period of time prescribed or allowed by procedures herein, the date of the act, event, or default for which the designated period of time begins to run shall not be included. The last day of the period so computed shall be counted, unless it is a Saturday, a Sunday, or a legal holiday, in which event the period runs until the end of the next day which is not a Saturday, a Sunday, or a legal holiday.

Subd. 4. 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 4. Time Limitation and Waiver. Grievances shall not be valid for consideration unless the grievance is submitted in writing to the School District's designee, setting forth the facts and the specific provision of the Agreement allegedly violated and the particular relief sought within twenty days after the date of the first event giving rise to the grievance occurred. Failure to file any grievance within such period shall be deemed a waiver thereof. Failure to appeal a grievance from one level to another within the time periods hereafter provided shall constitute a waiver of the grievance. An effort shall first be made to adjust an alleged grievance informally between the employee and the School District's designee.

Section 5. Adjustments of Grievance. The School District and the employee shall attempt to adjust all grievances which may arise during the course of employment of any employee within the School District in the following manner:

Subd. 1. Level I. If the grievance is not resolved through informal discussions, the School District designee shall give a written decision on the grievance to the parties involved within ten days after receipt of the written grievance.

Subd. 2. Level II. In the event the grievance is not resolved in Level I, the decision rendered may be appealed to the Superintendent, provided such appeal is made in writing within five days after receipt of decision in Level I. If a grievance is properly appealed to the Superintendent, the Superintendent or his/her designee shall set a time to meet regarding the grievance within fifteen days after receipt of the appeal.

Within ten days after the meeting, the Superintendent or his designee shall issue a decision in writing to the parties involved.

Subd. 3. Level III. In the event the grievance is not resolved in Level II, the decision rendered may be appealed to the School Board, provided such appeal is made in writing within five days after receipt of the decision in Level II. If a grievance is properly appealed to the School Board, the School Board shall set a time to hear the grievance within twenty days after receipt of the appeal. Within twenty days after the meeting, School Board shall issue its decision in writing to the parties involved. At the option of the School Board, a committee or representative(s) of the Board may be designated by the Board to hear the appeal at this level, and report its findings and recommendations to the School Board. The School Board shall then render its decision.

Section 6. School Board Review. The School Board reserves the right to review any decision issued under Level I or Level II of this procedure provided the School Board or its representative notifies the parties of the intention to review within ten days after the decision has been rendered. In the event the School Board reviews a grievance under this section, the School Board reserves the right to reverse or modify such decision.

Section 7. Denial of a Grievance. Failure by the School Board or its representatives to issue a decision within the time periods provided herein shall constitute a denial of the grievance and the employee may appeal it to the next level.

Section 8. Arbitration Procedures. In the event that the employee and the School Board are unable to resolve any grievance, the grievance may be submitted to arbitration as defined herein:

Subd. 1. A request to submit a grievance to arbitration must be in writing signed by the aggrieved party and such request must be filed in the office of the superintendent within ten days following the decision in Level III of the grievance procedure.

Subd. 2. No grievance shall be considered by the arbitrator which has not been first duly processed in accordance with the grievance procedure and appeal provisions.

Subd. 3. Upon the proper submission of a grievance under the terms of this procedure, the parties shall, within ten days after the request to arbitrate, attempt to agree upon the selection of an arbitrator. If no agreement is reached, either party may request a list of arbitrators pursuant to the P.E.L.R.A. from which the parties will strike until one arbitrator is selected, providing such a request is made within twenty (20) days after the request for arbitration. The request shall ask the appointment be made within thirty days after the receipt of said request. Failure to agree upon an arbitrator from the list obtained pursuant to the P.E.L.R.A. within the time periods provided herein shall constitute a waiver of the grievance.

Subd. 4. Upon appointment of the arbitrator, the appealing party shall within five days after notice of appointment forward to the arbitrator, with a copy to the School Board, the submission of the grievance which shall include the following:

1. The issued involved,
2. statement of the facts,
3. position of the grievant,

4. the written documents relating to Section 5, Article XII of the grievance procedure.

- (a) The School District may make a similar submission of information relating to the grievance either before or at the time of the hearing.

Subd. 5. The grievance shall be heard by a single arbitrator and both parties may be represented by such person or persons as they may choose and designate, and the parties shall have the right to a hearing at which time both parties will have the opportunity to submit evidence, offer testimony, and make oral or written arguments relating to the issues before the arbitrator. The proceeding before the arbitrator shall be a hearing denovo.

Subd. 6. The decision by the arbitrator shall be rendered within thirty days after the close of the hearing. Decisions by the arbitrator in cases properly before him/her shall be final and binding upon the parties, subject, however, to the limitations of arbitration decisions as provided by the P.E.L.R.A. The arbitrator shall issue a written decision and order including findings of fact which shall be based upon substantial and competent evidence presented at the hearing. All witnesses shall be sworn upon oath by the arbitrator.

Subd. 7. Each party shall bear its own expenses in connection with arbitration including expenses relating to the party's representatives, witnesses, and any other expenses which the party incurs in connection with presenting its case in arbitration. A transcript or recording of the hearing shall be made at the request of either party. The parties shall share equally fees and expenses of the arbitrator, the cost of the

transcript or recording if requested by both parties, and any other expenses which the parties mutually agree are necessary for the conduct of the arbitration.

Subd. 8. The arbitrator shall have jurisdiction over disputes or disagreements relating to grievances properly before the arbitrator pursuant to the terms of this procedure. The jurisdiction of the arbitrator shall not extend to proposed changes in terms and conditions of employment as defined herein and contained in this Agreement; nor shall an arbitrator have jurisdiction over any grievance which has not been submitted to arbitration in compliance with the terms of the grievance and arbitration procedure as outlined herein; nor shall the jurisdiction of the arbitrator extend to matters of inherent managerial policy, which shall included but are not limited to such areas of discretion or policy as the functions and programs of the School District, its overall budget, utilization of technology, the organizational structure, and selection and direction and number of personnel. In considering any issue in dispute, the arbitrator's order shall give due consideration to the statutory rights and obligations of the School Board to efficiently manage and conduct its operation within the legal limitations surrounding the financing of such operations.

Section 9. Election of Remedies and Waiver. A party instituting any action, proceeding, or complaint in a federal or state court of law, or before an administrative tribunal, federal agency, state agency, or seeking relief through any statutory process for which relief may be granted, the subject matter of which may constitute a grievance under this Agreement, shall immediately thereupon waive any and all rights to pursue a grievance under this Article. Upon instituting a proceeding in another forum as outlined herein, the employee shall waive his/her right to initiate a grievance pursuant to this article, or, if the grievance is pending in the

grievance procedure, the right to pursue it further shall be immediately waived. This section shall not apply to actions to compel arbitration as provided in this Agreement or to enforce the award of an arbitrator.

ARTICLE XIII

RETIREMENT AND RESIGNATION

Section 1. Notice/Resignation. Two (2) weeks' written notice shall be required of an employee if he/she wishes to resign in good standing.

Section 2. Notice/Laid Off. Two (2) weeks' written notice shall be given an employee if he/she is to be laid off.

Section 3. Retirement. Mandatory retirement will be in accordance with the law.

ARTICLE XIV

SEVERANCE PAY

Section 1. Years of Service. All employees who have completed at least fifteen (15) years of continuous service with the School District shall be eligible for severance pay pursuant to the provisions of this article upon submission of a written resignation accepted by the School Board.

Section 2. Full-Time. This article shall apply only to employees whose service has been full-time (6.5 hours per day and nine months per year or more).

Section 3. Amount. An employee shall be eligible to receive as severance pay upon retirement the amount obtained by multiplying 40% of unused sick leave days, but in any event not to exceed 55 days, times the individual daily rate of pay. Eligible employees shall also receive as severance pay an amount representing 3 day's of pay for each year of service, but not to exceed a total of 50 days pay.

Section 4. Rate of Pay. In applying these provisions, an employee's daily rate of pay shall be the basic daily rate at the time of resignation, as provided in the basic salary schedule for the basic school year.

Section 5. Payment. Severance pay shall be paid by the School District in the fiscal year following the effective date of the resignation and shall not be granted to any employee who is discharged by the School District.

Section 6. No Retroactivity. This article shall apply only to employees who resign during the term of this Agreement and shall not be retroactive to employees who retired during the terms of previous Agreements.

ARTICLE XV

MATCHING ANNUITY PROGRAM

Section 1. Schedules. Effective October 1, 2001, the matching program annuity is available to all full-time (30 or more hours per week and nine months or more per year) employees covered under this Agreement according to the schedule below. Employees may elect to enroll in the full-match or the half-match schedule.

Years of Service Completed In The School District	School District Yearly Match Full Match	School District Yearly Match Half Match
4-8	\$750	\$375
9-13	\$1,500	\$750
14-18	\$2,250	\$1,125
19 and above	\$3,000	\$1,500

Section 2. Use of Program. Eligible employees must use this program during the election period or lose it for that year. Election of the carrier and amount of matched annuity must be made by the first Monday in October. The employee must complete a salary reduction authorization prior to any contribution being made.

Section 3. Hire Date. Any employee hired after September 1, 1996, will not be eligible for any severance under Article XIV.

Section 4. School District Contributions.

Subd. 1. Any School District 403(b) contributions shall be subtracted from the employee's severance total at the time of severance payment. The severance total shall be calculated according to Article XIV.

Subd. 2. Beginning with the 2005-06 school year, the sum of School District 403(b) total contributions per employee and the employee's severance pay shall not exceed \$30,000.

ARTICLE XVI

PUBLIC OBLIGATION

The parties mutually recognize that their first obligation is to the public and that the right of students and residents of the School District to the continuous and uninterrupted operation of the school is of paramount importance.

ARTICLE XVII

DURATION

Section 1. Term and Reopening Negotiations. This Agreement shall remain in full force and effect for a period commencing on July 1, 2007 through June 30, 2010, and thereafter until modifications are made pursuant to the P.E.L.R.A. 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 120 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 Exclusive Representative 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. Nothing in this Agreement shall be construed to obligate the School District to continue or discontinue existing or past practices, or prohibit the School District from exercising all management rights and prerogatives, except insofar as this exercise would be in express violation of any term or terms of this Agreement.

Section 3. Finality. Any matters relating to the terms and conditions of employment, whether or not referred to in this Agreement, shall not be open for negotiations during the term of the Agreement except by mutual consent.

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

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

FOR SCHOOL SERVICE EMPLOYEES
Local No. 284 A.F.L. – C.I.O. SEIU
450 Southview Blvd.

FOR INDEPENDENT SCHOOL
DISTRICT #726
Becker, MN 55308

Steward

Philip Norgaard

School Board Chair

Bargaining Team

Mary Erickson

Clerk/School Board

Bargaining Team

Bargaining Team

Bargaining Team

Bargaining Team

SEIU Representative

Date

May 5, 2008

Date

APPENDIX A BASIC SALARY SCHEDULE

STEP ADVANCEMENT; All employees shall advance one step on the salary schedule on July 1 of each year, if the employee has been employed six months or longer on July 1.

Employees shall be paid wages according to the schedules below for work in the departments and within classifications listed.

MAINTENANCE DEPARTMENT/BUILDING & GROUNDS

<u>Custodial</u>	<u>Custodial Asst.</u>
\$13.21*	\$11.18
13.60**	11.63
14.01***	12.10
14.43	12.58
14.86	13.08
15.31	13.61
15.77	14.15
16.24	14.72
16.73	15.31
17.23	15.92
17.75	
18.28	
18.83	
19.39	
19.97	
20.57	
21.19	
21.82	
22.49	
23.16	
23.85	

* **Sunset after 07-08**

** **Sunset after 08-09**

*****Sunset after 09-10**

Primary School Day Lead	\$120 per mo. add'l.
Primary School Night Lead	\$120 per mo. add'l.
Intermediate School Day Lead	\$120 per mo. add'l.
Intermediate School Night Lead	\$120 per mo. add'l.
Middle School Day Lead	\$120 per mo. add'l.
Middle School Night Lead	\$120 per mo. add'l.
High School Day Lead	\$120 per mo. add'l.
High School Night Lead	\$120 per mo. add'l.

When all employees are working a day shift, the School District shall compensate the lead Employee who has the most seniority in each building.

LICENSE

Special	\$10 per month add'l.
2 nd Class	\$25 per month add'l.
1 st Class	\$35 per month add'l.
Chief	\$50 per month add'l.
Certified Pool Operators	\$50 per month add'l. Employees on day or night shift and assigned Pool duties by the Director of Building and Grounds shall receive the additional pay.

Weekend and Holiday Building Checks - 2 hour minimum overtime [both (2) buildings]
Emergency Callback - 2 hours minimum overtime

LONGEVITY

In addition to the wage rates shown above, employees with the following amounts of completed years of service will receive the corresponding amount of longevity pay non-aggregated.

<u>Years of Complete Service</u>	<u>Longevity Pay Per Hour</u>
15	.20
20	.25

PARAPROFESSIONALS

Specialized
Education Asst. Educational Assistant

\$13.21*	\$11.18
13.60**	11.63
14.01***	12.10
14.43	12.58
14.86	13.08
15.31	13.61
15.77	14.15
16.24	14.72
16.73	15.31
17.23	15.92
17.75	
18.28	
18.83	
19.39	
19.97	
20.57	
21.19	
21.82	
22.49	
23.16	
23.85	

- * **Sunset after 07-08**
- ** **Sunset after 08-09**
- *****Sunset after 09-10**

LONGEVITY

In addition to the wage rates shown above, employees with the following amounts of completed years of service will receive the corresponding amount of longevity pay non-aggregated.

<u>Years of Complete Service</u>	<u>Longevity Pay Per Hour</u>
15	.20
20	.25

CLERICAL DEPARTMENT

<u>Admin. Asst.</u>	<u>Office Asst.</u>
\$13.21*	\$11.18
13.60**	11.63
14.01***	12.10
14.43	12.58
14.86	13.08
15.31	13.61
15.77	14.15
16.24	14.72
16.73	15.31
17.23	15.92
17.75	
18.28	
18.83	
19.39	
19.97	
20.57	
21.19	
21.82	
22.49	
23.16	
23.85	

- * **Sunset after 07-08**
- ** **Sunset after 08-09**
- *****Sunset after 09-10**

LONGEVITY

In addition to the wage rates shown above, employees with the following amounts of completed years of service will receive the corresponding amount of longevity pay non-aggregated.

<u>Years of Complete Service</u>	<u>Longevity Pay Per Hour</u>
15	.20
20	.25

FOOD SERVICE DEPARTMENT

Lead Cook/ Asst Cook/Asst
Lead Ala Carte Ala Carte/Cashier Food Serv.Asst.

\$13.21*	\$11.58*	\$11.18
13.60**	12.04**	11.63
14.01***	12.52***	12.10
14.43	13.02	12.58
14.86	13.54	13.08
15.31	14.08	13.61
15.77	14.64	14.15
16.24	15.23	14.72
16.73	15.84	15.31
17.23	16.47	15.92
17.75	17.13	
18.28	17.82	
18.83	18.53	
19.39	19.27	
19.97		
20.57		
21.19		
21.82		
22.49		
23.16		
23.85		

* **Sunset after 07-08**

** **Sunset after 08-09**

*****Sunset after 09-10**

Food Service Certification - \$.30 per hour additional

Pay for hours above normal work week; the cooks will receive time and one-half (1-1/2 for all hours worked over their regularly scheduled week for non-school, lunch-related programs

LONGEVITY

In addition to the wage rates shown above, employees with the following amounts of completed years of service will receive the corresponding amount of longevity pay non-aggregated.

<u>Years of Complete Service</u>	<u>Longevity Pay Per Hour</u>
15	.20
20	.25

UNIFORMS

The School District shall furnish each custodian and cook employee three (3) sets of uniforms per year. With respect to employees who spend four or more hours per day outside, a uniform allowance of \$100.00 for outside apparel, shall also be provided by the district. Employees retiring are not eligible for new uniforms and/or shoes. Custodians and cooks may purchase up to two (2) pairs of shoes every year totaling a maximum of \$120. No shoes and/or uniforms are to be replaced unless needed to replace items are worn out. Uniform and shoe selection shall be made by the School District with input from the union steward.

**MEMORANDUM OF UNDERSTANDING
BETWEEN
SCHOOL SERVICE EMPLOYEES- SEIU, LOCAL 284
AND
INDEPENDENT SCHOOL DISTRICT 726**

This Memorandum of Understanding is entered into between the School Service Employees Union, SEIU Local 284, (“Union”) and Independent School District, 726, Becker, (“School District”).

MATCHING ANNUITY PROGRAM - MASTER AGREEMENT ARTICLE XV

Whereas the 403B matching annuity contribution was negotiated to be \$2,250 for employees with 14-18 years of experience and \$3,000 for employees with 19 or more years of experience and

Whereas the maximum allowable employer contribution to a 403B plan is \$2,000.

Be it agreed that the district shall compensate the employee with a one time payment for any dollar amount, for which they qualify, over \$2,000 and up to the qualified amount. It is understood that to qualify for this one time payment the employee must contribute to a 403B plan the sum for which they qualify, which for 14-18 year employees is \$2,250 and for 19 years and more employees the sum is \$3,000. The payment will be made at such time as the employee's matching contribution to a 403B reaches the qualified amount.

The following example is entered as clarification: When employee A, who has reached 14 years of service to the district, has decided to contribute \$2,250 to his/her 403B plan the district will match dollar for dollar up to \$2,000. When the district’s match reaches \$2,000 it will no longer contribute a match, however the employee will continue to contribute until they reach the \$2,250 level. At that time the district will issue them a one time payment of \$250 with the understanding the required withholding will take place. As per the contract all district contributions will be deducted from severance upon retirement.

For School Service Employees Local 284 For Independent School District #726

Cindy Agnew
Union Steward

Bryan R. Olson
Chairperson/ Board of Education

Keith A. Niemi
SEIU, Local 284 Representative

Chris Klippen
Clerk/Board of Education

April 4, 2005
Date

**MEMORANDUM OF UNDERSTANDING
BETWEEN
SCHOOL SERVICE EMPLOYEES- SEIU, LOCAL 284
AND
INDEPENDENT SCHOOL DISTRICT 726**

This Memorandum of Understanding is entered into between the School Service Employees Union, SEIU Local 284, (“Union”) and Independent School District, 726, Becker, (“School District”).

HOLD HARMLESS

No current employee shall suffer any harm as a result of hiring employees in the classifications added to the current collective bargaining agreement.

**MEMORANDUM OF UNDERSTANDING
BETWEEN
SCHOOL SERVICE EMPLOYEES- SEIU, LOCAL 284
AND
INDEPENDENT SCHOOL DISTRICT 726**

This Memorandum of Understanding is entered into between the School Service Employees Union, SEIU Local 284, (“Union”) and Independent School District, 726, Becker, (“School District”).

ASSISTANT PRINCIPAL’S SECRETARY

For the duration of this contract the assistant principal's secretary position is exempt from article XI section 1. Once the assistant principal’s secretary-vacancy is posted, an interview committee shall be formed to interview candidates for said vacancy. Said committee shall include, but not be limited to, the union steward of the exclusive representative and one secretarial member selected by the bargaining unit. All bargaining unit members that apply for said vacancy shall be interviewed for the position prior to any outside candidates. The interview committee will make a recommendation to the building principal who shall make the final hiring decision recommendation to the board of education. This MOU sunsets at the end of this CBA.