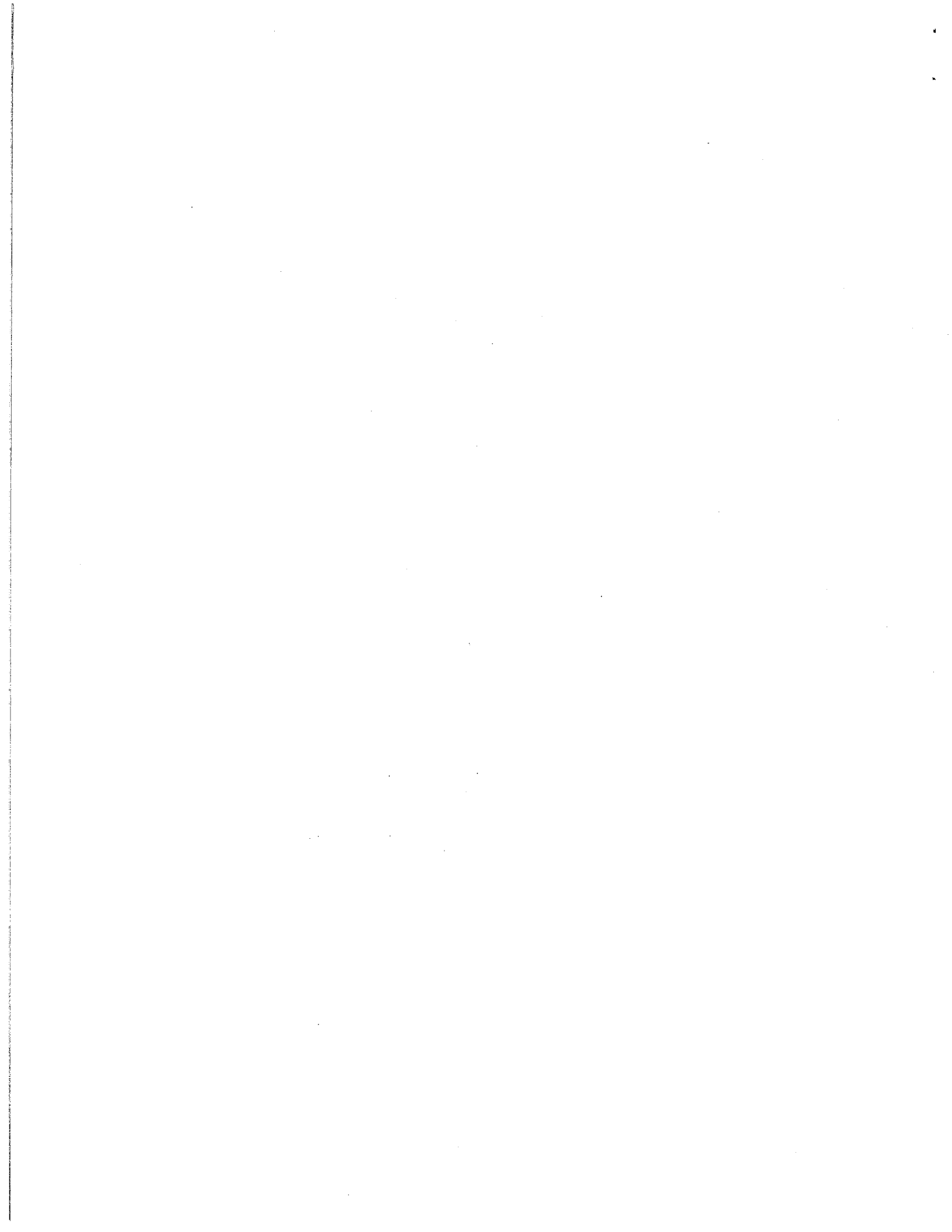


AGREEMENT
BETWEEN
INDEPENDENT SCHOOL DISTRICT #727
AND
SEIU LOCAL 284
FOOD SERVICE BARGAINING UNIT

July 1, 2010 – June 30, 2012



ARTICLE I - PURPOSE

Section 1.1 Identification of Parties and Purpose:

This Agreement is entered into between Independent School District #727, Big Lake, Minnesota, hereinafter referred to as the School District and School Service Employees Local 284, hereinafter referred to as the exclusive representative, pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, as amended, hereinafter "PELRA" to provide the terms and conditions of employment for the food service employees of ISD #727 during the duration of the Agreement.

ARTICLE II - RECOGNITION OF EXCLUSIVE REPRESENTATIVE

Section 2.1 Recognition:

In accordance with the PELRA, the School District recognizes School Service Employees Local #284 as the exclusive representative for food service employees employed by Independent School District #727, which exclusive representative shall have those rights and duties as prescribed by the PELRA, and as described in the provision of this Agreement.

Section 2.2 Appropriate Unit:

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

ARTICLE III - DEFINITIONS

Section 3.1 Terms and Conditions of Employment:

The term "terms and conditions of employment", the compensation therefore including fringe benefits, except retirement contributions or benefits other than employer payment of, or contributions to, premiums for group insurance coverage of retired employees or severance pay, and the employer's personnel policies affecting the working conditions of the employees. "Terms and conditions of employment" is subject to the provisions of the PELRA.

Section 3.2 Description of Appropriate Unit:

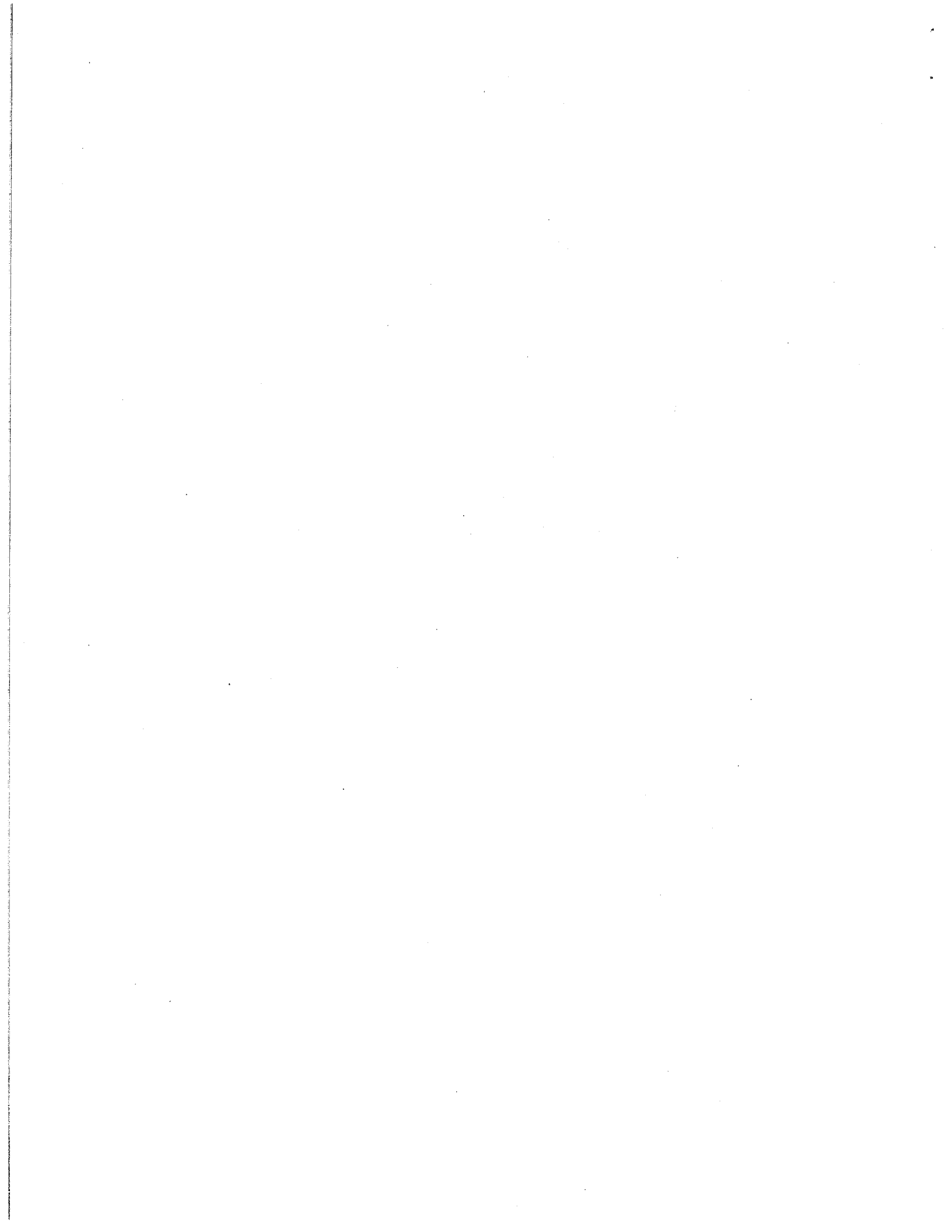
All food service employees employed by Independent School District #727, Big Lake, Minnesota, who are not required to be certified by the State Board of Education, and whose employment service exceeds the lesser of 12 (twelve) hours per week or 35 percent of the normal work week and more than 67 work days per year, excluding supervisor and confidential employees.

Section 3.3 Other Terms:

Terms not defined in this Agreement shall have those meanings as defined by the PELRA. School District shall mean School Board or its designated representative.

Section 3.4 Full Time Food Service Employees:

A full time food service employee is one who is employed for seven (7) or more hours per day.



ARTICLE IV - SCHOOL BOARD RIGHTS

Section 4.1 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 employer, its overall budget, utilization of technology, the organizational structure and selection and direction and number of personnel.

Section 4.2 Management Responsibility:

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

Section 4.3 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 District and shall be governed by the laws of the State of Minnesota, and by the School District rules, regulations, directives and orders, issued by properly designated officials of the School District. The exclusive representative also recognizes that right, obligation, and duty of the School District and its duty designated officials to promulgate rules, regulations, directives, and orders from time to time as deemed necessary by the School District 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 the Agreement, and all provisions of this Agreement are subject to the terms of this Agreement. 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.

ARTICLE V- EMPLOYEE RIGHTS

Section 5.1 Employee's Right to Views:

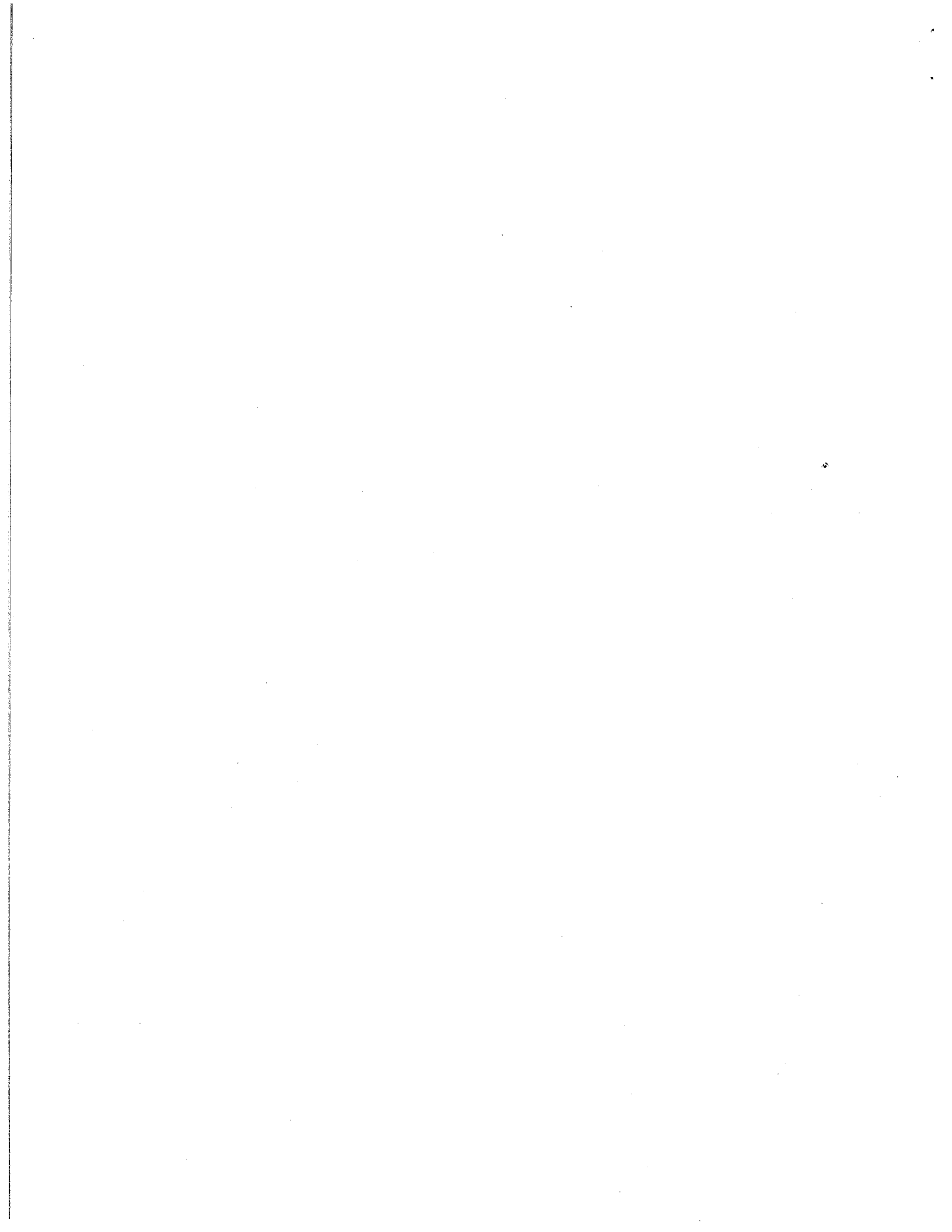
Nothing contained in this Agreement shall be construed to limit, impair or affect the right of any employee or his/her representative to the expression or communication of a view, grievance, complaint or opinion or any matter related to the conditions or compensations of public employment of their betterment, 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 5.2 Employee's 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 the 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 5.3 Request for Dues Check Off:

Employees shall have the right to request and be allowed dues check off for the employee organization of their selection, provided that dues check off and the proceeds thereof shall not be allowed any employee organization that has lost its right to dues check off pursuant to the PELRA. The School Dis-



trict will deduct from the employee's paychecks the dues that the employee has agreed to pay to the employee organization during the period provided in said authorization.

ARTICLE VI - RATES OF PAY

Section 6.1 Rates of Pay:

Subd. 1. Wage Rates: The wages and salaries reflected in Appendix A, attached hereto, shall be a part of this Agreement for the period commencing July 1, 2010 and continuing through June 30, 2012. In the event a successor Agreement has not been executed at the time of the expiration of this Agreement, an employee shall be compensated at the current rate and step until such time that a new Agreement is executed, at which time step movement and wage adjustments will occur and be calculated retro-actively to the beginning date of the new Agreement.

Subd. 2 Withholding of Step Movement: The School District reserves the right to withhold a wage increase in individual cases when it can be shown that a demonstrable deficiency in the performance of an individual employee necessitates such action with written advance notification.

Subd. 3 Regular Step Movement: Employees shall move up steps on the salary schedule on July 1st each year. An employee whose beginning employment date occurs between July 1st and prior to January 1st shall receive credit for one year of service on July 1st. An employee whose beginning employment date occurs between January 1st and prior to June 30th shall not receive credit for one year of service until July 1st of the following contract year.

Subd. 4. Movement Amongst Classifications. An employee moving from one classification to a higher classification shall be placed on the step in the higher classification that is nearest to his or her rate of pay in the original classification. An employee moving to a higher classification shall not suffer a loss of pay and remains eligible for regular step movement.

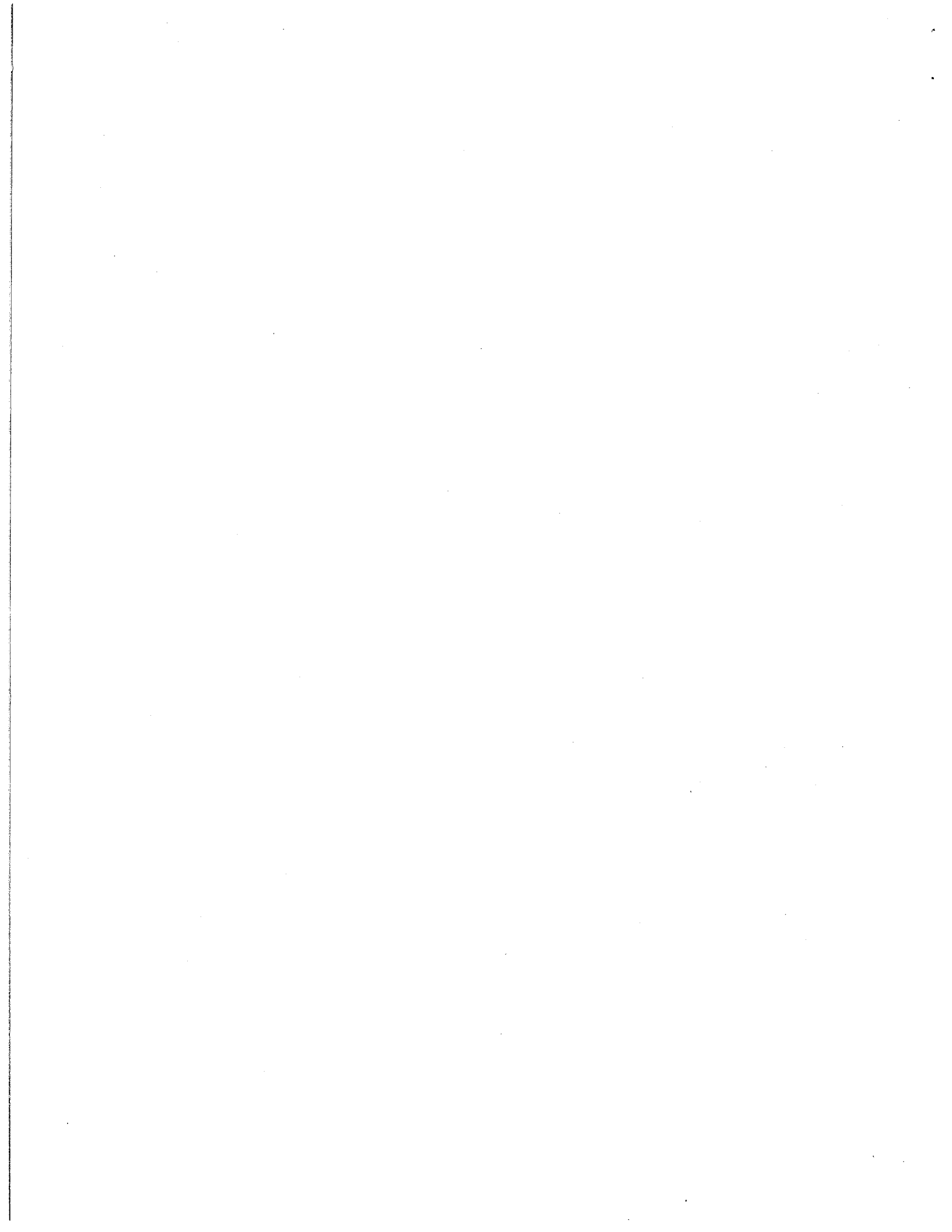
Section 6.2 Seniority Rights:

The School District recognizes that the purpose of seniority is to provide a declared policy as the order of layoff and recall of employees, and advancement, or promotion. An employee who is properly discharged or resigns shall forfeit his/her seniority and in the event of reemployment his/her seniority rights shall begin as the date of his/her reemployment. Promotion will be based on seniority and/or the applicant's qualifications to fit the job description.

Subd 1. Seniority Date: Employees' shall accrue seniority upon completion of their probationary period as per Article X, Section 1. An employee's seniority date shall be retroactive to their most recent first date of active continuous service in a position in the bargaining unit. The School District shall promulgate a seniority list of all food service employees in the school District by February 1 of each year. A food service employee who disputes his/her standing on the list may process a grievance pursuant to the grievance procedure.

Section 6.3 Mileage Reimbursement:

Employees shall be reimbursed for use of their personal cars for conducting business of the School District at the current IRS rate as set by the School District.



ARTICLE VII - GROUP INSURANCES

Section 7.1 Selection:

The selection of the insurance carrier and policy shall be made by the School district as provided by law.

Section 7.2 Full Time Health Insurance Contribution:

All full-time employees who are assigned enough hours per week to be eligible for the group health insurance plan maintained by the School District and who are enrolled in the group medical plan will receive the same contribution towards the purchase of group health insurance that is afforded the certified personnel of the School District.

Subd. 1 Less Than Full Time Insurance Contribution - Employees who are employed less than full-time but who are assigned enough hours per week to be eligible for the group health insurance plan maintained by the School District and who are enrolled in the group medical plan will receive contribution to group health insurance in proportion to the amount of hours employed.

Section 7.3 Long Term Disability Insurance:

The School District shall pay one hundred twenty dollars (\$120) per year for Long Term Disability insurance for all employees working thirty (30) or more hours per week for ~~2006-2007~~ and ~~2007-2008~~. Any additional cost will be paid by the employee through payroll deduction. ~~2010-2011~~ ~~2011-2012~~

2010-2011
2011-2012
SH

Section 7.4 Dental Insurance/Reimbursement Plan:

The School District shall contribute the amount of a single coverage premium for any employee who is qualified as stipulated by insurance company, and who enrolls in the School District sponsored group dental plan. An employee may also enroll in a family dental plan by paying the difference between the single and family premiums.

Section 7.5 Claims Against the School Board:

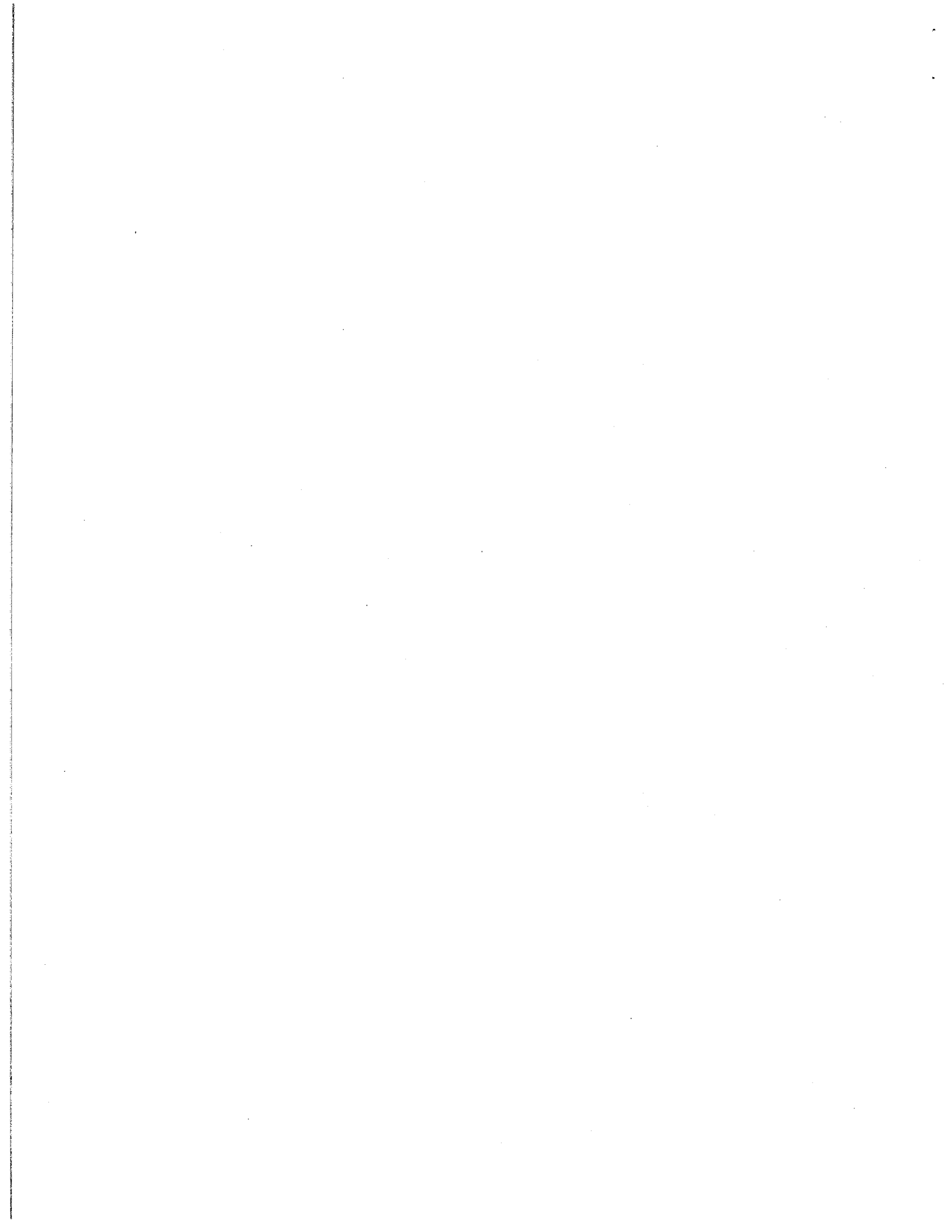
It is understood that the School District's only obligation is to purchase an insurance policy and pay such amounts as agreed to herein and no claim shall be made against the School District as a result of a denial of insurance benefits by an insurance carrier.

Section 7.6 Liability Insurance:

The School District will pay the total cost of School District liability insurance for all employees covered under this Agreement.

Section 7.7 Duration of Insurance Contribution:

An employee is eligible for School District insurance 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.



ARTICLE VIII -LEAVES OF ABSENCES

Section 8.1 Sick Leave:

Subd.1. All employees shall earn sick leave at the equivalent to one (1) day per month worked during the months school is in session. All sick time shall be made available for utilization the first student contact day of the school year. A sick leave day is defined as the number of hours in the employee's regular schedule on the day of absence. In the event an employee utilizes sick leave in excess of the employee's entitlement for the year, ie. early separation from employment, said employee agrees to deduct the additional time from employee's final paycheck.

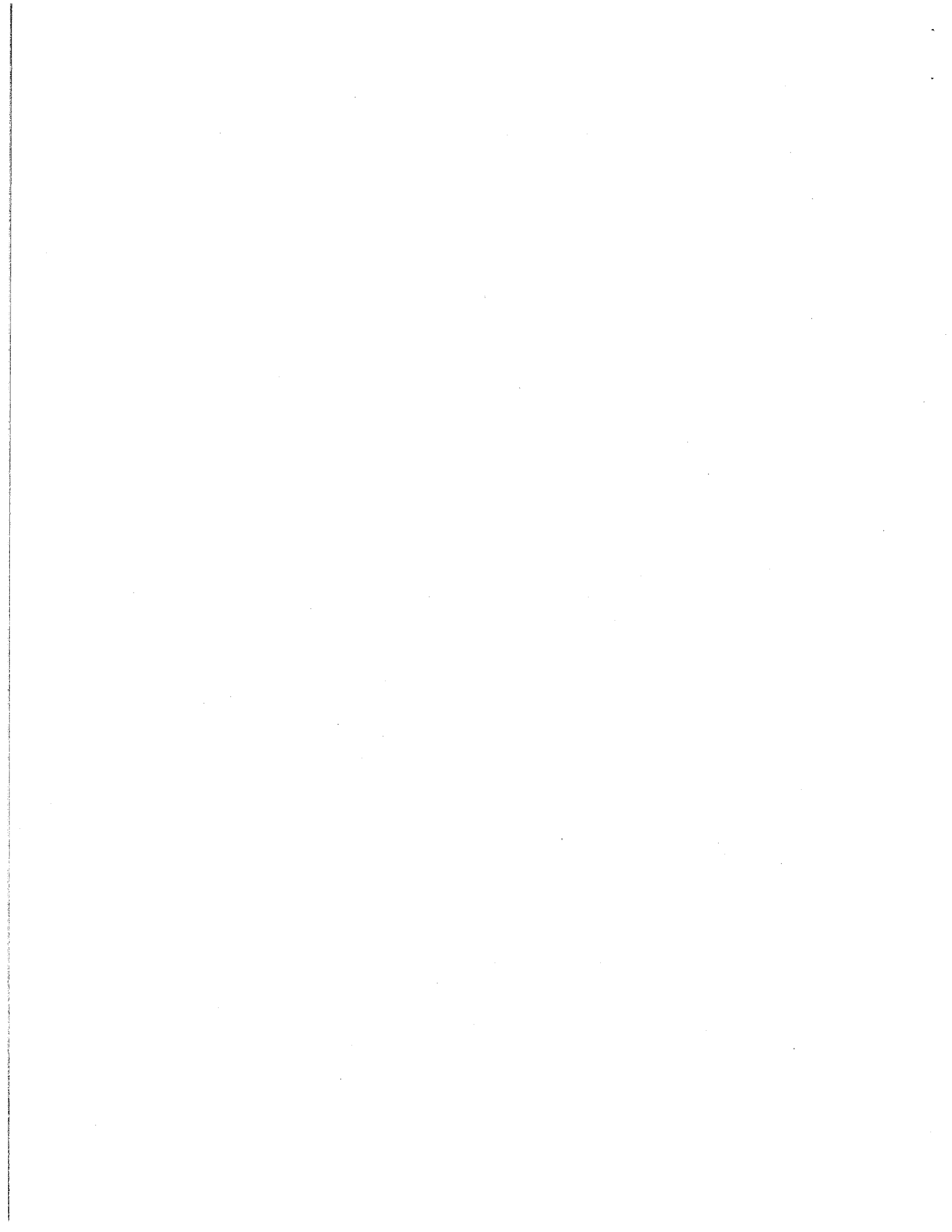
Subd. 2 - Unused sick leave may accumulate to a maximum of one hundred twenty-five(125) days of sick leave per employee.

Subd. 3. On June 30 of each year, an employee who has utilized no greater than one day of the sick leave advanced to him/her in the year just completed (excluding sick leave used for bereavement) and providing the employee has accrued at least 100 days of sick leave, the employee may request that four(4) days of sick leave be exchanged for one (1) day of wages at the employees rate of pay for the school year just completed. An employee may cash out a maximum of eight (8) days per contract year. Requests for cash out must be submitted on the appropriate form and received by human resources no later than July 15th.

Subd. 4 - Sick leave with pay shall be allowed by the School District whenever an employee's absence is found to have been due to illness or disability of the employee or his/her minor child or his/her spouse/non minor child which prevented his/her attendance at work and performance of duties on that day or days. Minor child shall be defined in accordance with applicable State and Federal statutes. Sick leave due to illness of a spouse or non minor child shall be defined as that which requires medical attention of a physician and may be used for absences due to illness or injury for such reasonable periods as the employee's attendance with the spouse/non minor child may be necessary on the same terms the employee is able to use sick leave benefits for the employee's own and his/her minor child's illness or injury.

Subd. 5 – When the employee is the primary caregiver as defined by FMLA, the employee may utilize sick leave up to two (2) days per contract year, non-accumulative, due to illness of a parent which requires medical attention and prevents the employee's attendance at work and performance of duties on that day or days. Subsequent days absent from work when medical necessity requires the employee to assist parent, will require the use of personal and/or vacation leave. Unpaid leave of absence may be requested according to Article VIII-Leaves of Absence, Section 8.7 Extended Leave of Absence.

Subd. 6. Sick Leave Utilization for Child Care. Sick leave may be utilized during an employee's period of physical disability resulting from a condition of pregnancy or childbirth. The employee will provide the District with a physician's statement certifying the dates of disability and projected actual delivery. If an employee's absence is to care for a spouse who is disabled due to child birth or the adoption of a child, the employee may use up to forty (40 hours) of accrued sick leave to commence at the time of the event; employees whose regularly scheduled length of day is less than eight hours may use hours up to the equivalent of five work days. Employee will provide verification



of date of birth or adoption via legal certificate. An unpaid leave of absence for childcare purposes may be granted at the discretion of the School District.

Section 8.2 Personal Leave:

Upon advance notice and approval of the employee's supervisor, all employees shall be granted personal leave on the basis of two (2) days a year non accumulative. A personal leave day is defined as the number of hours in the employees' regular schedule on the day of absence. Employees must request and utilize personal leave for absences of a personal nature not qualifying for sick leave. Personal leave will be deducted when an employee's timecard indicates short hours due to absence beyond his/her accrued sick leave. Further, employees shall have the option to use personal leave day(s) on late start school days, early out school days, a day when school is closed or during an otherwise unpaid school break.

Subd. 1 – At the beginning of the school year following completion of five years of service, the employee will receive three (3) days of personal leave. An employee whose beginning employment date occurs between July 1st and prior to January 1st shall receive credit for one year of service on July 1st. An employee whose beginning employment date occurs between January 1st and prior to June 30th shall not receive credit for one year of service until July 1st of the following contract year.

Subd. 2 – At the end of each school year, employees shall have the following two (2) options:

1. Employees shall be able to carry over up to two (2) days of personal leave for a maximum accumulation of five (5) days. An employee must request carry over of personal leave on the appropriate form submitted to human resources no later than July 1st of the year just completed.
2. Cash out unused personal leave. Personal leave which is cashed out will be paid out at the employee's regular hourly rate on the salary schedule for the year just completed no later than the second pay period in July. For payout purposes, one (1) day of personal leave will be equivalent to the average number of hours worked per day based on the employee's typical weekly schedule.

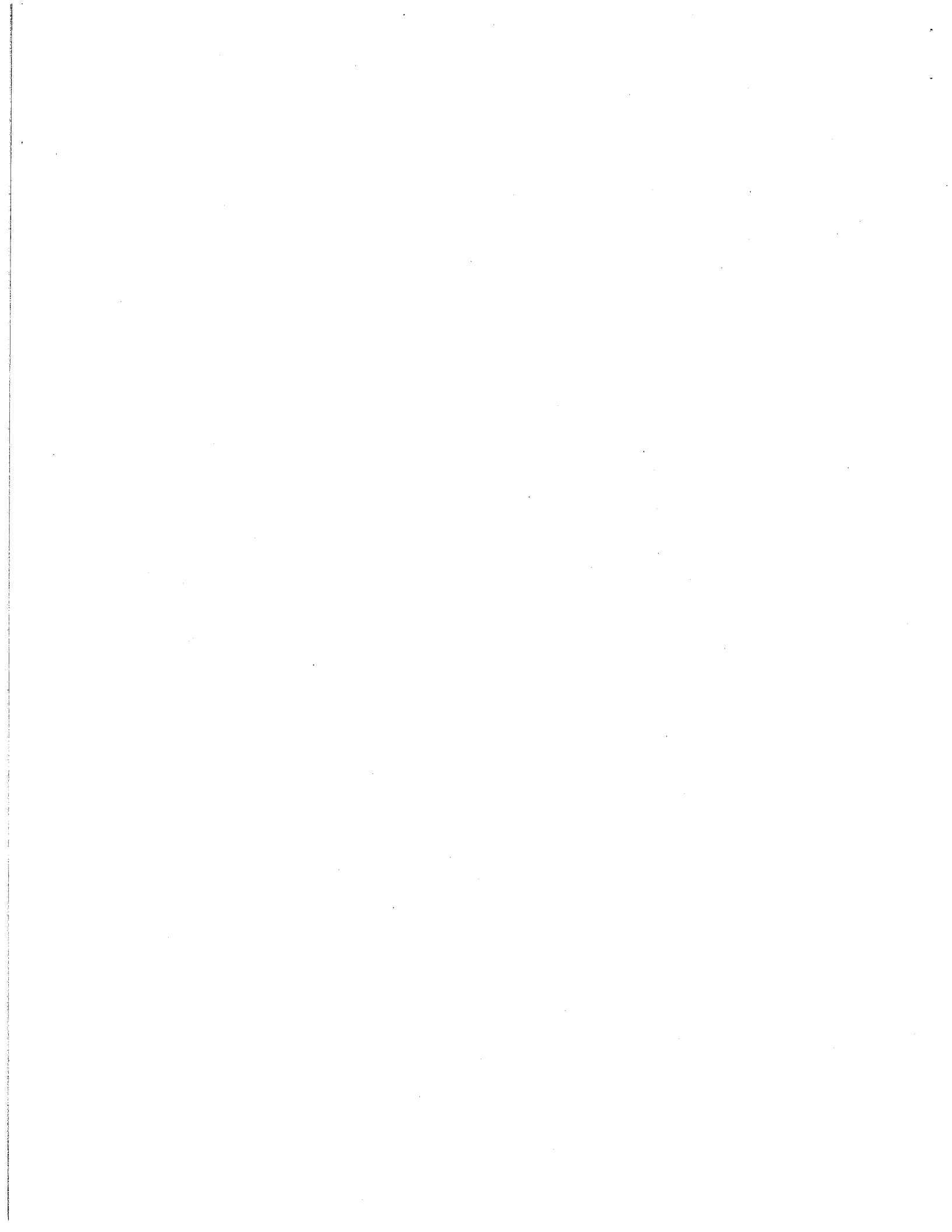
Subd. 3 - Personal leave days may not be utilized during the final week of the school year. No more than one employee per site may be approved for personal leave on the same day.

Section 8.3 Funeral Leave:

Subd. 1. All employees will be granted up to a total four (4) consecutive days per occurrence, non-accumulative, as funeral leave per year for death in the immediate family.

Subd. 2 - For purposes of this Agreement, immediate family shall include only wife, husband, children, sisters, brothers, parents, father-in-law, mother-in-law, grandparents and grandchildren. A funeral leave day is defined as the number of hours in the employee's regular schedule on the day of the absence.

Subd. 3. An employee shall be granted one (1) day, per occurrence, non-accumulative, to be deducted from sick leave, as funeral leave for the death of an aunt, uncle, brother-in-law, sister-in-law, niece, nephew or first cousin.



Section 8.4 Child Care Leave:

Childcare leave will be granted as follows:

Subd. 1 - A childcare 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 - A person making application for childcare leave shall inform the Superintendent in writing of his/her intention to take the leave at least three (3) calendar months before commencement of the intended leave.

Subd. 3 - The School District may adjust the proposed beginning or date of a childcare leave so that the dates of the leave are coincident with some natural break in the school year (i.e. winter vacation, spring vacation, semester break or-quarter break, end of a grading period, end of the school year, or the like). The availability of a substitute may also be considered by School District in the granting of a childcare leave or the duration thereof.

Subd. 4 - In making a determination concerning the commencement and duration of a child care leave, the School District shall not, in any event, be required to:

1. Grant any leave more than twelve (12) months in duration.
2. Permit the person to return to his/her employment prior to the date designated in the request for childcare leave.

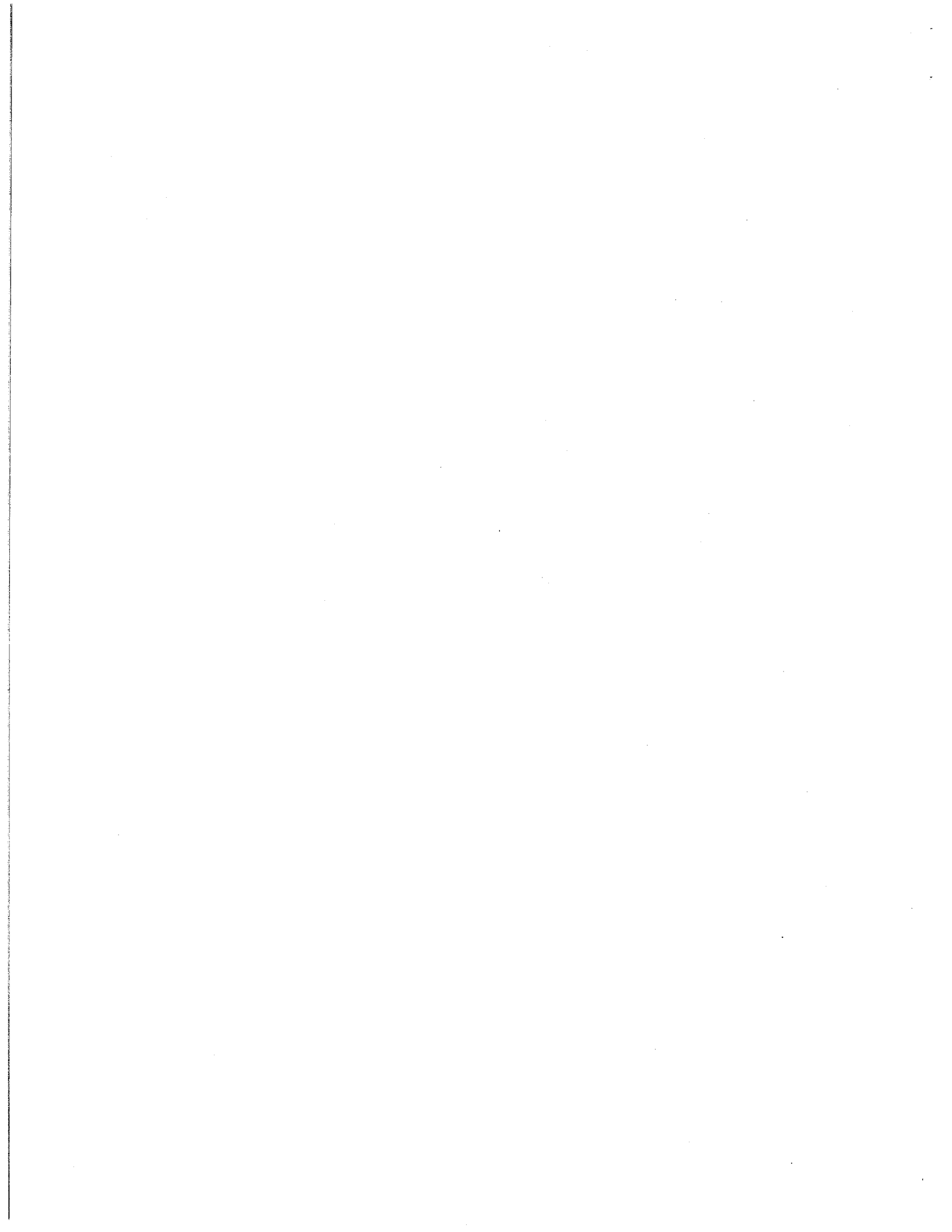
Subd. 5 - A person returning from childcare leave shall be employed in a position in which he/she may qualify unless previously discharged or placed on unrequested leave.

Subd. 6 - Failure of the person to return pursuant to the date determined under this section shall constitute grounds for termination, unless the School District and the person mutually agree to an extension of the leave.

Subd. 7 - The parties agree that the applicable periods of probation for employees as set forth in this Agreement are intended to be periods of actual service enabling the School District to have an opportunity to evaluate a person's performance.

Subd. 8 - A person who returns from childcare leave within the provisions of this section shall retain all previous experience credit for pay purposes and any unused sick leave accumulated under the provisions of this Agreement at the commencement of the beginning of the leave. The person shall not accrue additional experience credit for pay purposes or leave time during the period of absence for childcare leave.

Subd. 9 - A person on childcare leave is eligible to participate in group insurance programs if permitted under the insurance policy provisions, but shall pay the entire premium for such programs the person wishes to retain, commencing with the beginning of the childcare leave. The right to con-



tinue participation in such group insurance programs, however, will terminate if the person does not return to the District pursuant to this section.

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

Section 8.5. Jury Duty:

All food service employees covered under this Agreement will be granted by the School District, the difference between their regular pay and the jury duty pay if required to serve on jury duty. Employees will be granted full pay upon serving jury duty following their providing the School District with a copy of the check they received for participating in jury duty. The amount received for jury duty will be deducted from their next payroll check, with the exception of mileage and/or meals.

Section 8.6 Workers' Compensation:

Subd 1. Pursuant to M.S. Ch. 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, the 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 accrued sick leave.

Subd. 2 - A deduction shall be made from the employee's accumulated sick leave accrual time according to the pro rata portions of days of sick leave 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 the additional compensation paid to the employee by virtue of sick leave pay result in the payment of a total daily, weekly, or monthly compensation that exceeds the normal compensation of the employee.

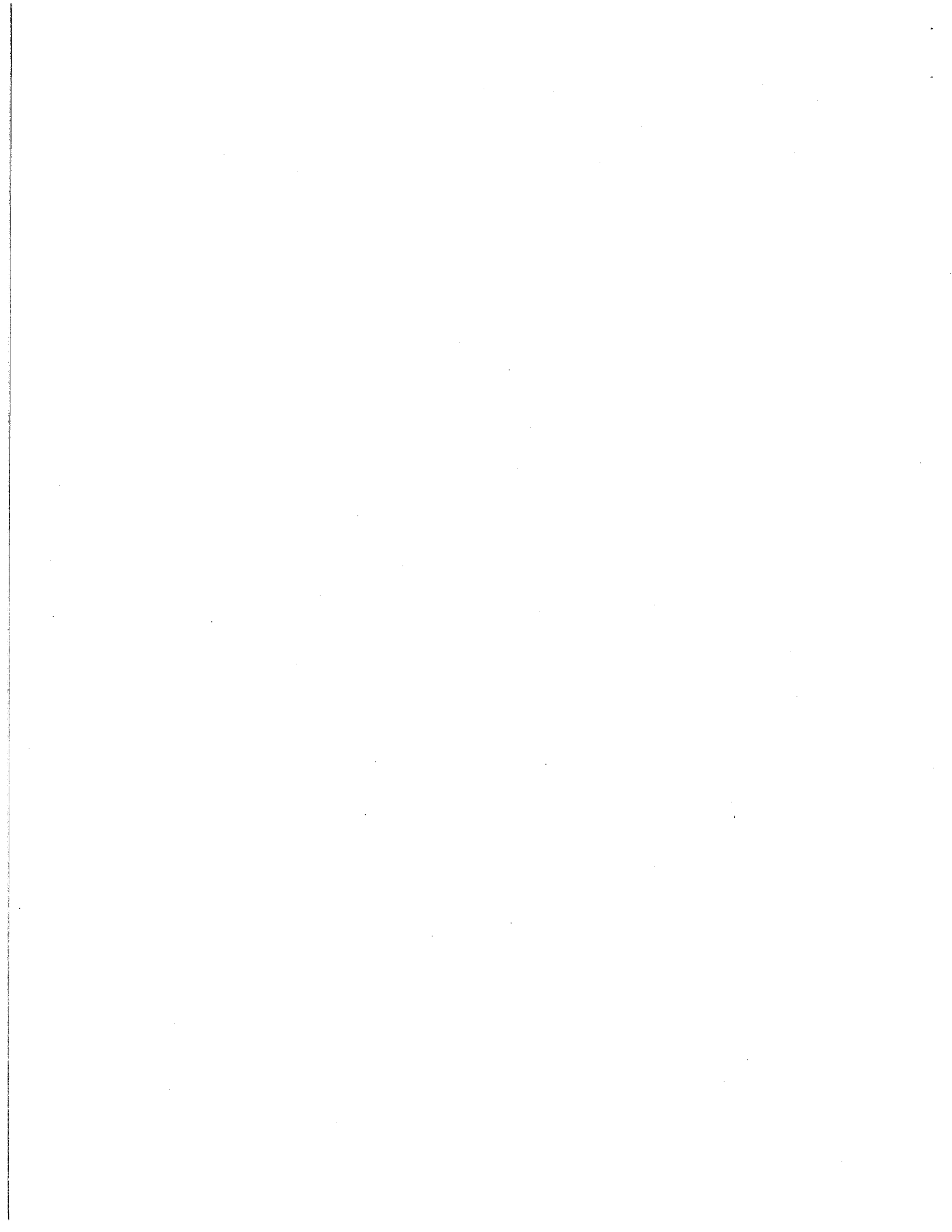
Subd. 5 - An employee who is absent from work as a result of an injury compensable under the Worker's Compensation Act who elects to receive sick leave or vacation pay pursuant to this policy shall show their Worker's Compensation check to the School District prior to receiving payment from the School District for their absence.

Section 8.7 Leave of Absence

The School District may grant a one (1) year leave of absence to an employee after completion of at least five years of employment with the district. Final decision in granting such leave of absence shall rest solely with the School District. Requests must be made in writing and shall be considered on a case-by-case basis. Such request must include:

- a. the reason for the request
- b. benefits to be expected by the employee and the school district
- c. probable date of return to employee's duties
- d. the employee's intent to return to the school district for a minimum of one year.

The School District's permission shall specify the approved dates of departure and return to best coincide with the school district's needs and calendar. All appropriate paid leave must first be utilized by the employee -sick leave is available only for illness or disability. After all appropriate paid leave is



used, employees on unpaid leave shall at their own expense retain benefits through COBRA. The employee's seniority, up to the date of departure, shall be maintained but there shall be no accrual of seniority during an unpaid leave of absence. An employee on an approved leave of absence of 30 days or less shall be reinstated to his/her former position. If the leave is for a period beyond 30 days the employee shall be returned to his/her former position or to a position of like classification and pay.

The employee on leave of absence must signify in writing his/her intent to return no later than fourteen (14) days prior to date of return; in the case of leave of absence six months or greater, thirty (30) days prior to date of return. Failure to submit notice of intent to return shall constitute forfeiture of the employee's seniority and right or claim to his/her employment with the district. The employee on approved unpaid extended leave of absence due to disabling injury or illness preventing him/her from performing his/her job duties and responsibilities will be terminated at the end of the leave of absence if the disability still exists.

Section 8.8 Family and Medical Leave Act

The district will comply with the provisions of the Family and Medical Leave Act.

Section 8.9. Leave of Absence for Recovery from Injury or Treatment of Illness.

Employees not eligible for other leaves or FMLA shall be entitled to six weeks of unpaid leave for the purpose of recovering from an injury or the treatment of an illness of self or employee's minor dependent child.

Subd. 1. Eligibility. To be eligible for a leave under this section, an employee must have been employed by the School District for one year. In addition, said employee must exhaust all sick and personal leave prior to requesting a leave under this section.

Subd. 2. Requests. Employees must request such leaves thirty (30) days in advance when need for such a leave is foreseeable. Requests must be made to the Human Resources Director. Requests shall include documentation from a Health Care Provider noting the existence of said injury or illness.

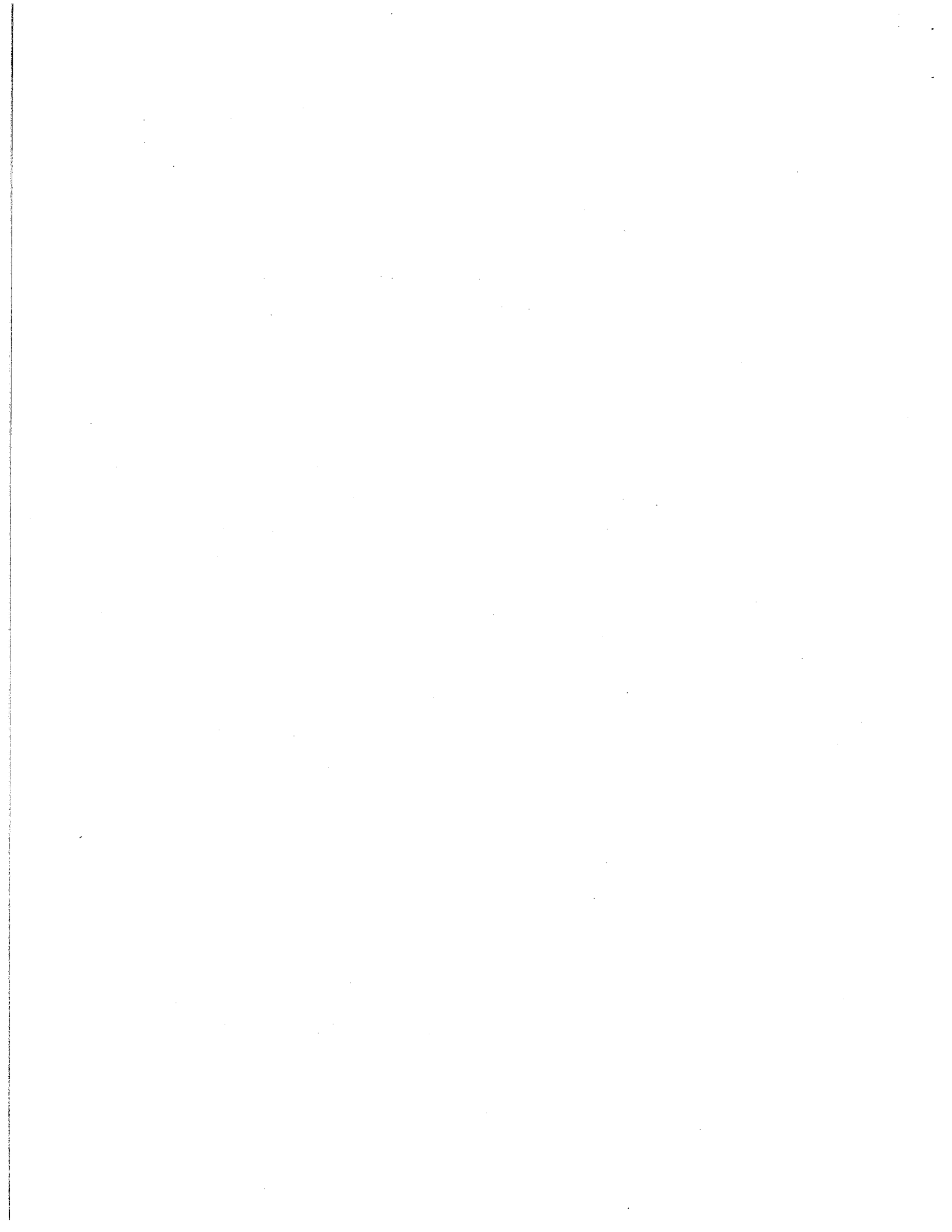
ARTICLE IX - HOURS OF SERVICE

Section 9.1 Full Time:

The regular workweek shall consist of 35 hours exclusive of lunch for full time personnel.

Section 9.2 Emergency Closing/Delays

In the event that school is closed for any emergency or inclement weather, an employee would receive that day's pay only if school is closed after he/she reported for his/her regularly assigned shift time on that day. In the event of unplanned delayed starts, an employees shall call into the work site for an assigned time to report for duty and shall receive pay only for hours actually worked. An employee may utilize personal leave to compensate for any reduction in work hours due to scheduled late starts, early dismissals, emergency delays or closings. By mutual consent, based upon need by the supervisor and the employee, an employee may make up time missed due to school closure at a time mutually agreed by the employee and the supervisor.



Section 9.3 Substitute Service:

Any food service employee who assumes the duties of an absent cook with higher responsibility for more than five (5) consecutive days shall make a lateral move to the appropriate wage schedule commensurate with the employee's current step, in that cook's absence, for the hours the employee replaced the higher level cook beginning on the sixth (6th) consecutive day, retroactive to the first day of the replacement. Employees will not go down in pay if substituting in a lower pay category.

Section 9.4 Paid Holidays:

Subd. 1 All employees will be afforded the following paid holidays:

Labor Day	New Years Day
Thanksgiving Day	President's Day
Day after Thanksgiving	Good Friday
Christmas Day	Memorial Day

Section 9.5 Job Posting:

New positions or vacancies will be posted online for a period of five (5) days. Notice of the posting will be emailed to members of the bargaining unit. Applications of the interested parties are to be completed online. The award of the position will be made within fourteen (14) of conducting the interviews.

Section 9.6 Time off Provision:

A public employer must afford reasonable time off to elected officers or appointed representatives of the exclusive representative for the purposes of conducting the duties of the exclusive representative and must upon request provide for leaves of absence to elected or appointed officials of the exclusive representative. This leave is without pay.

Section 9.7 Footwear Allowance:

The employer shall reimburse the employee for the cost of footwear and/or clothing which qualify according to the Food Service Clothing Procedure up to **\$150** per school year payable no later than 30 days after receipt or receipts are submitted to the accounts payable department. All purchases must be complete and receipts submitted no later than December 31st of each year. Footwear shall remain at work until replaced or the completion of the school year.

Section 9.8 Combining of Jobs:

The school district shall afford current employees the opportunity to combine SEIU Local 284 represented jobs to increase a current employee's hours when the positions have been designated a regular schedule or number of hours per week.

Employees holding multiple SEIU Local 284 represented positions within the school district shall combine hours to gain access to insurance benefits allowed within the collective bargaining agreement where the employee is working the majority of hours. The pay rates for all positions shall correspond with the appropriate wage schedule. Hours worked as a substitute do not count as credit toward insurance benefits.



Section 9.9 Rest Break:

All employees shall receive a 15 minute paid rest break if working four (4) or more consecutive hours up to but less than eight (8) hours. Employees working eight (8) hours per day shall receive two 15 minute paid rest breaks.

ARTICLE X - GRIEVANCE PROCEDURE

Section 10.1 Grievance Definition:

A "grievance" shall mean an allegation by an employee resulting in a dispute or disagreement between the employee and the School Board as to the interpretation or application of terms and conditions of employment insofar as such matters are contained in this Agreement.

Section 10.2 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 his/her behalf.

Section 10.3 Definition and Interpretation:

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

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

Subd. 3 Computation of Time - In computing any period of time prescribed or allowed by procedures herein, the date of the act, event, or default for which 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.

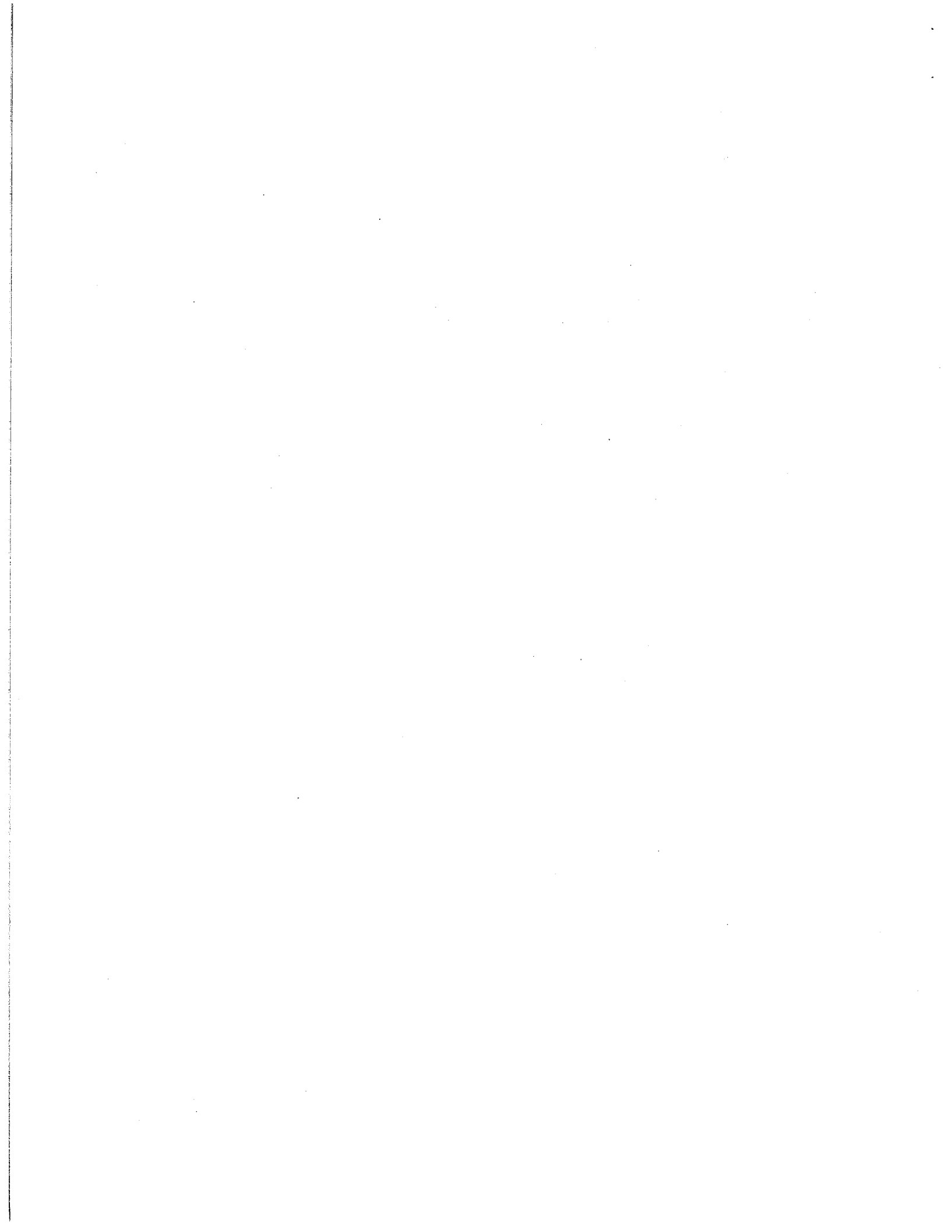
Subd. 4 Filing and Postmark - The filing or service of any notice or document herein shall be timely if it is personally served or if it bears a certified postmark of the United State Postal Service within the time period.

Section 10.4 Time Limitation and Waiver:

Grievances shall not be valid for consideration unless the grievance is submitted in writing to the School Board's designees, setting forth the facts and specific provision of the Agreement allegedly violated and the particular relief sought within twenty (20) days after the date of the event giving rise to the grievance occurred. Failure to file any grievance within such period shall be deemed a waiver thereof. An effort shall first be made to adjust any alleged grievance informally between the employee and the School Board's designee.

Section 10.5 Adjustment of Grievance:

The School Board and the employee shall attempt to adjust all grievances, which may arise during the course of employment in the following manner.



Subd.1 Level I - The employee will informally discuss the grievance with the immediate supervisor. If the grievance is not resolved through informal discussions, the immediate supervisor or School Board designee shall give a written decision on the grievance to the parties involved with ten (10) days after receipt of the written grievance.

Subd. 2 Level II - In the event the grievance is not resolved in Level I or the decision rendered may be appealed to the Superintendent of Schools, provided such appeal is made in writing five (5) days after receipt of the Level I decision. The Superintendent or his designee shall set a time to meet regarding the grievance within fifteen (15) days after receipt of the appeal. Within ten (10) days after the meeting, the Superintendent 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 (5) 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 (20) days after receipt of the appeal. Within twenty (20) days after the meeting, the school board shall issue its decision in writing to the parties involved. At the option of the School Board, a committee or representative(s) of the School Board may be designated by the School Board to hear the appeal in this level and report its findings and recommendations to the School Board. The School Board shall then render its decision.

Section 10.6 School Board Review:

The School Board reserves the right to review any decision issued under Level I or Level II of this procedure provided the School Board or its representative notify the parties of its intention to review within ten (10) days after the decision has been rendered. In the event the School Board reviews a grievance under this section, the School Board reserves the right to modify such decisions.

Section 10.7 Denial of Grievance:

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

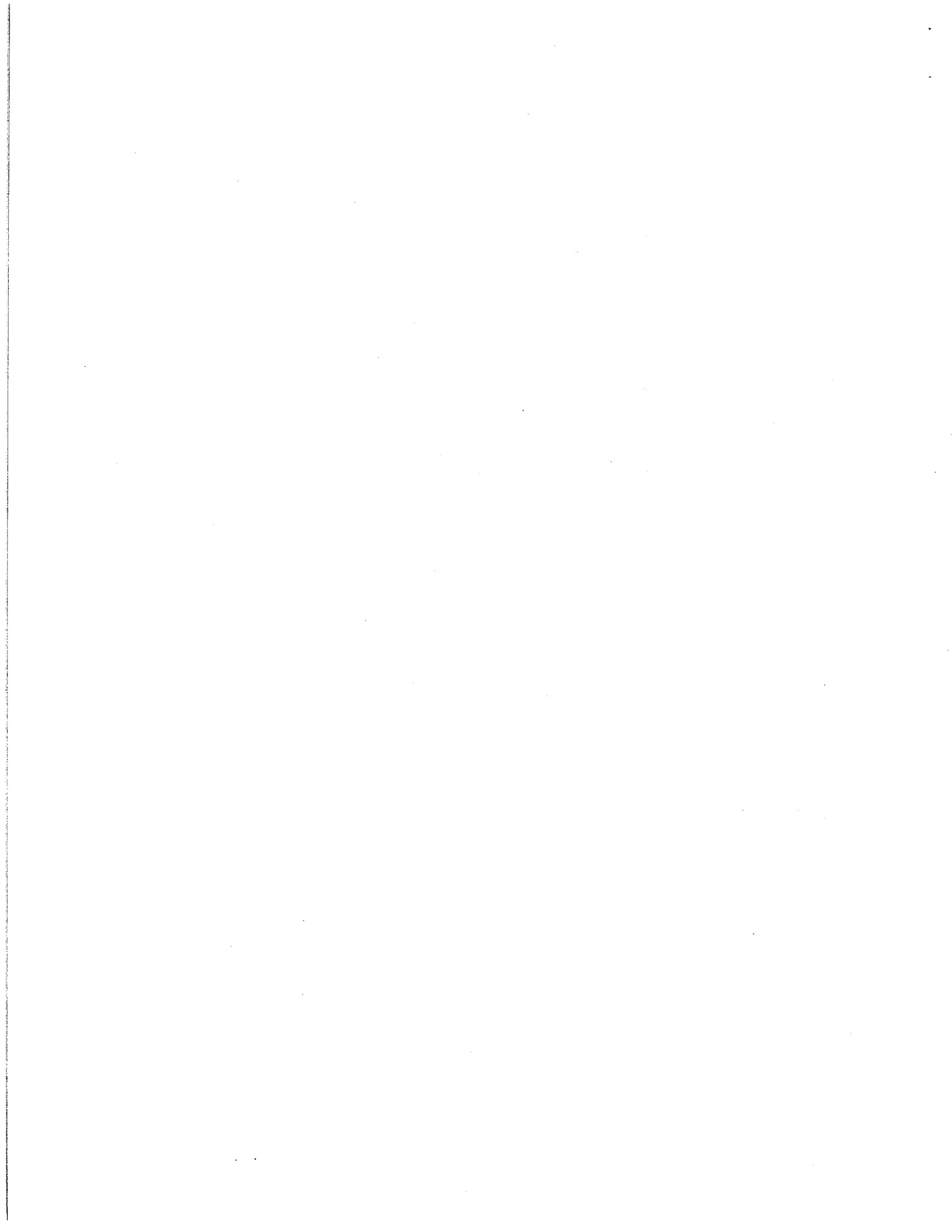
Section 10.8 Arbitration Procedures:

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 Request for a List of Arbitrators - A request to submit a grievance to arbitration and to obtain a list of arbitrators from the Bureau of Mediation Services (BMS) must be made to the BMS in writing (carbon copy to the office of the ISD #727 Superintendent) within ten (10) days following the decision in Level III of the grievance procedure.

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

Subd. 3 Selection of Arbitrator - Upon receipt of the list of arbitrators from the BMS, the parties shall attempt to agree upon an arbitrator. If no agreement can be reached, the arbitrators will be selected by the parties alternating striking arbitrator from the list until one is selected. A draw of lots will determine which party strikes first.



Subd. 4 Hearing - 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 de novo.

Subd. 5 Decision - The decision by the arbitrator shall be rendered within thirty (30) days after the close of the hearing. Decision by the arbitrator in cases properly before him shall be final and binding upon the parties, subject, however, to the limitations of arbitration decision as provided by the PELRA.

Subd. 6. Expenses - Each party shall bear its own expenses in connection with arbitration including expenses relating to the party's representatives, witnesses, and any other expenses the party incurs in connection with presenting its case in arbitration. A transcript or recording shall be made of the hearing at the request of either parties and at the expense of the requesting party. The parties shall share equally fees and expenses of the arbitrator and any other expenses the parties mutually agree are necessary for the conduct of the arbitration. The party ordering a copy of such transcript shall pay for such copy.

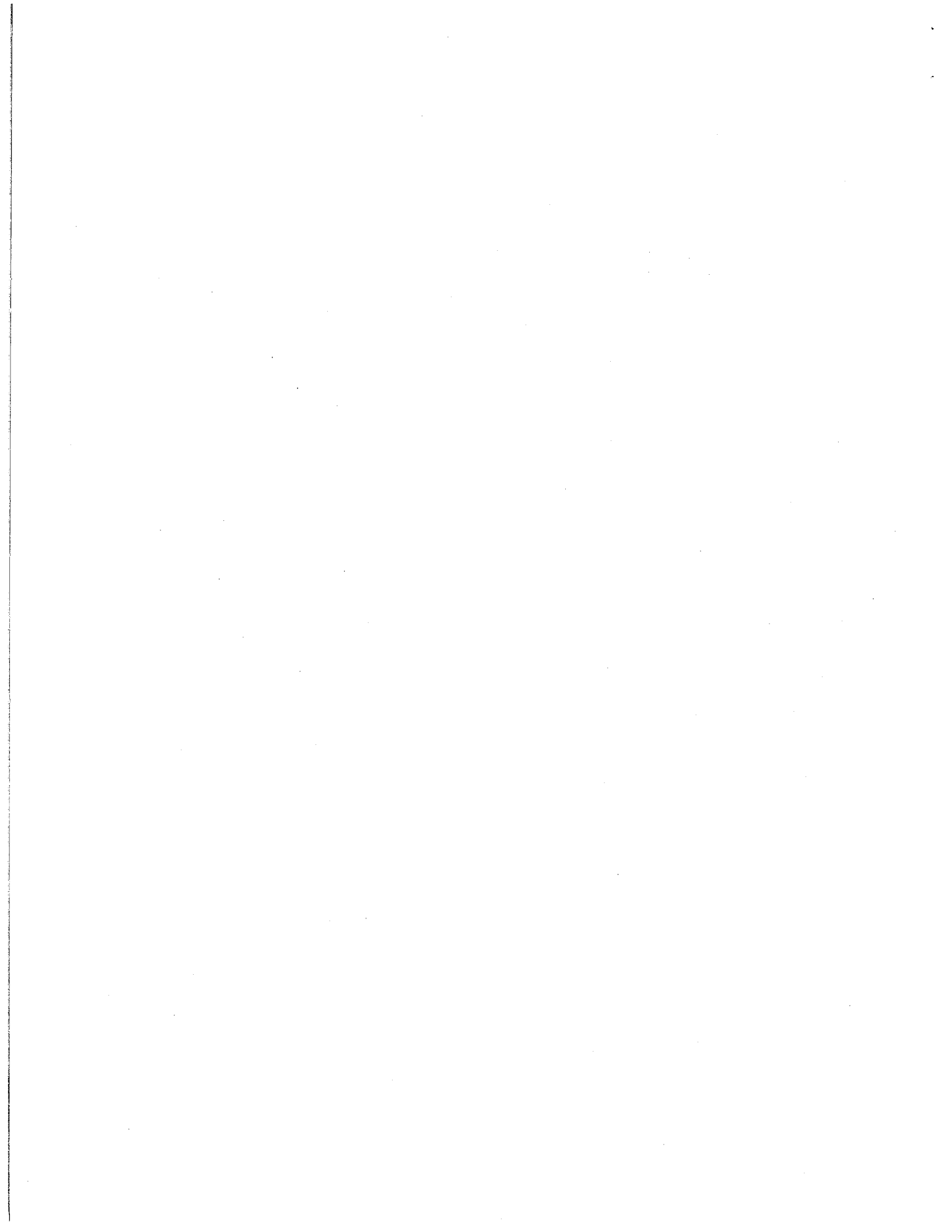
Subd. 7 Jurisdiction - The arbitrator shall have jurisdiction over disputes or disagreements relating to grievances properly before the arbitrator pursuant to the terms of this procedure. The jurisdiction of the arbitrator shall not extend to proposed changes in terms and conditions of employment as defined herein and contained in this written 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 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 structure, and selection and direction and number of personnel. In considering any issue in dispute, in its order the arbitrator shall give due consideration to the statutory rights and obligations of the Public School Boards to efficiently manage and conduct its operation within the legal limitations surrounding the financing of such operations.

ARTICLE XI - PROBATION DISMISSAL LAYOFFS

Section 11.1 Probationary Period:

All newly employed employees shall be on probation for a period of one hundred eighty (180) calendar days. Employment during this probationary period and the recommendation for employment beyond this probationary period shall be vested solely in and at the discretion of the District. Upon the successful completion of the probationary period, the employee shall attain permanent status subject to the following:

1. Employees on permanent status may be dismissed only for cause.
2. The School District shall follow a course of progressive discipline as appropriate for the offense.
3. The School District has the right to impose disciplinary actions on employees for just cause including suspension and dismissal.



Section 11.2 Promotional Probationary Period:

Employees who are promoted to a position in a higher pay class shall serve a promotional probationary period of thirty (30) calendar days. During the promotional probationary period the employer at its discretion may return the employee to their former position if performance in the new position is unsatisfactory as determined by the District. During the promotional probationary period the employee may choose to return to their former position if they are unsatisfied with the new position.

Section 11.3 Notice of Layoff:

Two (2) weeks notice shall be given to an employee who is to be laid off. Employees with the least continuous service shall be laid off first. If any opening subsequently occurs, the laid off employee with the most continuous service shall be the first recalled. If a former employee elects not to return to work when recalled, he/she shall lose his/her seniority rights.

ARTICLE XII - RETIREMENT AND RESIGNATION

Section 12.1 Notice of Resignation:

Two (2) weeks notice shall be required of an employee wishing to resign in good standing whenever possible.

Section 12.2 Severance Pay:

Employees who have completed twenty (20) or more years of employment service in District #727 will be eligible for the following severance compensations:

20-24 years of service in District 727	40 days of severance pay
25-29 years of service in District 727	50 days of severance pay
30-34 years of service and over in District 727	60 days of severance pay

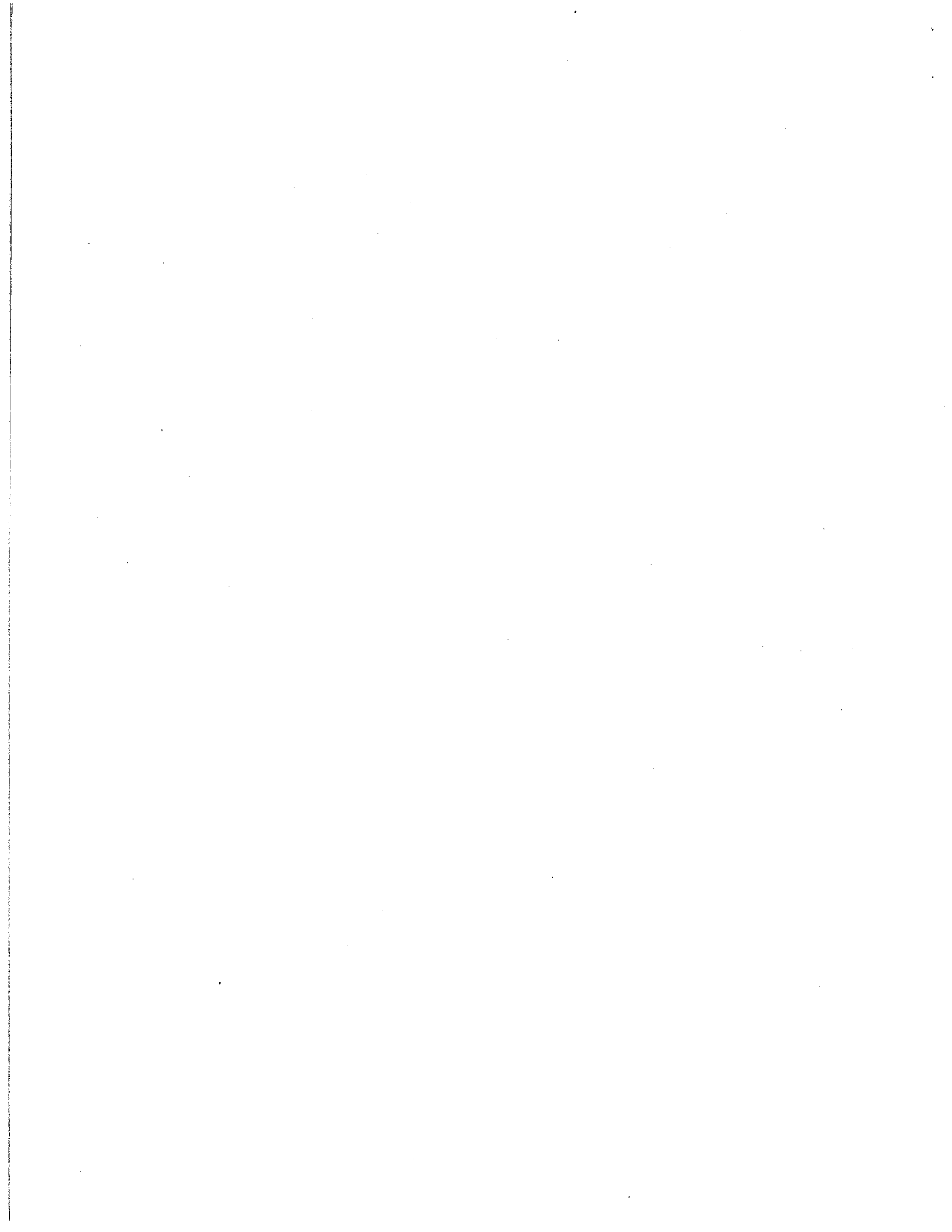
The rate of pay will be the annual basic pay divided by the employees work year.

Section 12.3 Payment:

Severance pay benefits shall be payable to an employee in a lump sum amount on the first payroll following July 1, following the effective date of resignation.

Section 12.4 Extension 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. Except as provided below, upon termination of employment, all School District contribution shall cease. Any employee who retires from the School District who receives a public pension or a disability benefit may continue to participate in the School District health insurance coverage after retirement. Until the employee reaches age sixty-five (65), the employee will be included in the same insurance risk pool as active employees. Payment of monthly premiums shall be made in advance to the District by the employee. An employee who resigns and is not entitled to the above provision may continue insurance coverage at the employee's own expense for eighteen (18) months, subject to law.



ARTICLE XIII MATCHING TAX DEFERRED SAVINGS PLAN

Section 13.1. Description.

The tax deferred savings plan is designed to encourage employees to develop a financial plan for their future by providing a matching contribution to an employee's tax deferred savings plan according to his/her eligibility as specified herein. The matching tax deferred savings program is subject to the rules as entitled under Minn. Stats. §§ 352.96 and 356.24 and Internal Revenue Service Code Sections 457 and 403B.

For employees with a seniority date on or after July 1, 2007, the provisions of this Article replace the contractual provisions of Article XII which provide for a severance payment.

Section 13.2 .Eligibility:

Employees are eligible for the matching District contribution at the beginning of the year (July 1st) following completion of one year of service with the District. Employees on unpaid leaves (such as FMLA) may not participate in the matching program while on leave.

Section 13.3 .District Matching Contribution:

The School District will match the contribution of an eligible employee toward either the Minnesota State Deferred Compensation Program (Section 457) or an approved 403b tax sheltered annuity plan up to an annual amount of \$2,000 (two thousand dollars). The District match will be made on a dollar for dollar basis up to the maximum annual amount. Employees may not recover District matching contributions for years in which they choose not to participate or participated at a level below the maximum District contribution level. The annual year for District contributions shall be July 1 through June 30. The District contribution will be pro-rated for eligible part time employees.

Section 13.4 . Transition Provisions:

The purpose of the matching tax deferred savings plan is to replace the severance payment in Article XII.

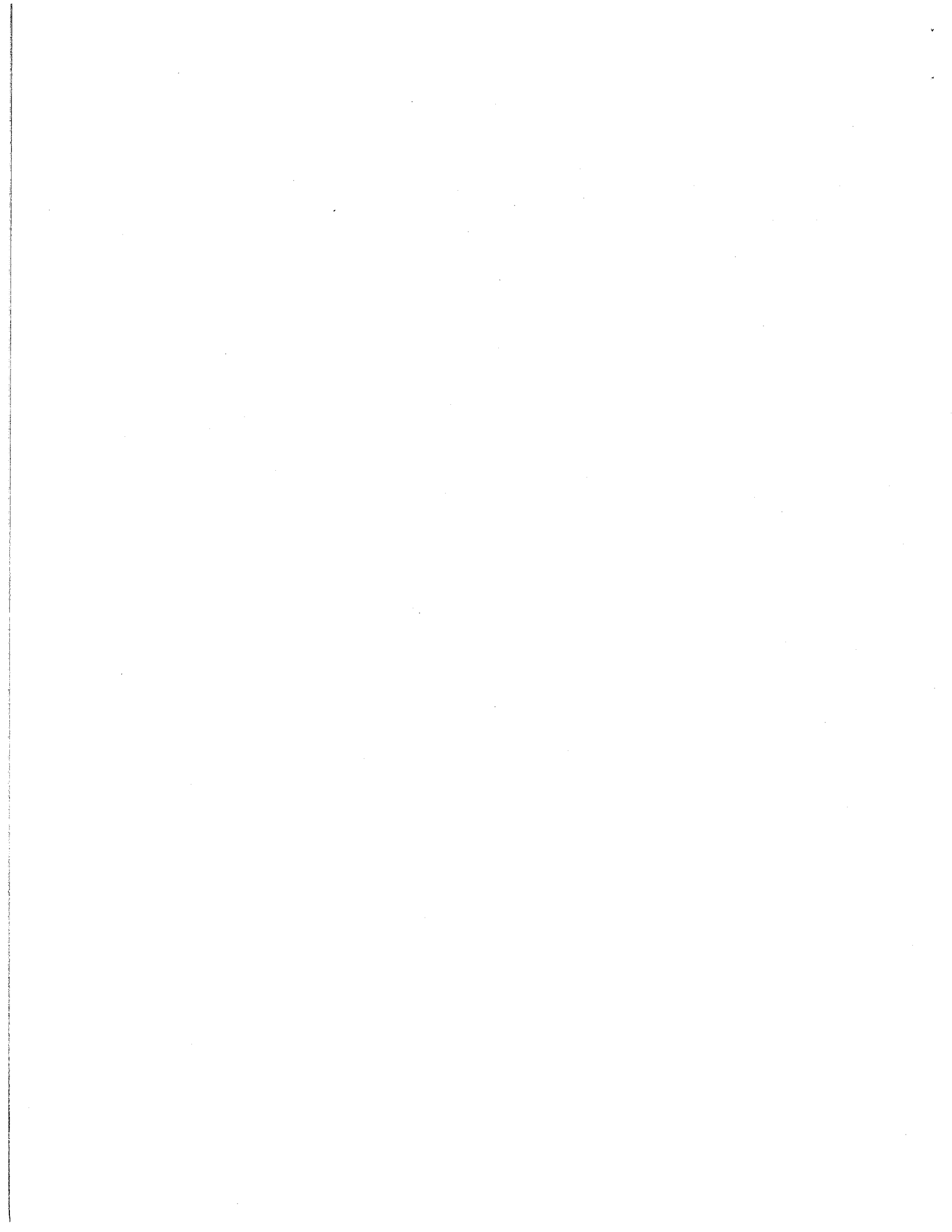
Employees with a seniority date prior to July 1, 2007, may irrevocably choose to participate in the matching tax deferred savings plan and thereby forfeit their rights to the severance benefits of Article XII.

ARTICLE XIV - DURATION

Section 14.1 Term and Reopening Negotiations:

This Agreement shall remain in full force and effect for a period commencing on July 1, 2010, through June 30, 2012, and thereafter until modifications are made pursuant to the PELRA.

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 ninety (90) days prior to said expiration. Unless otherwise mutually agreed, the parties shall not commence negotiations more than ninety (90) days prior to the expiration of this Agreement.



In the event negotiations are not completed by July 1, 2012, terms of this Agreement will remain in force and effect.

Section 14.2 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.

Section 14.3 Finality:

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

Section 14.4 Severability:

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



APPENDIX A

Salary Schedule

Covering Period from July 1, 2010 through June 30, 2012

B23 POSITIONS

Lead Custodian

B22/B21-2 POSITIONS

Administrative Assistant

Education Assistant /Paraprofessional

Health Assistant

Custodian

Groundskeeper

Head Cook

B21 POSITIONS

Program Secretary

Second Cook

A13 POSITIONS

Ala Carte Cook

Office Specialist

Supervisory Aide

A12 POSITIONS

Cashier (POS Operator)

Kitchen Helper

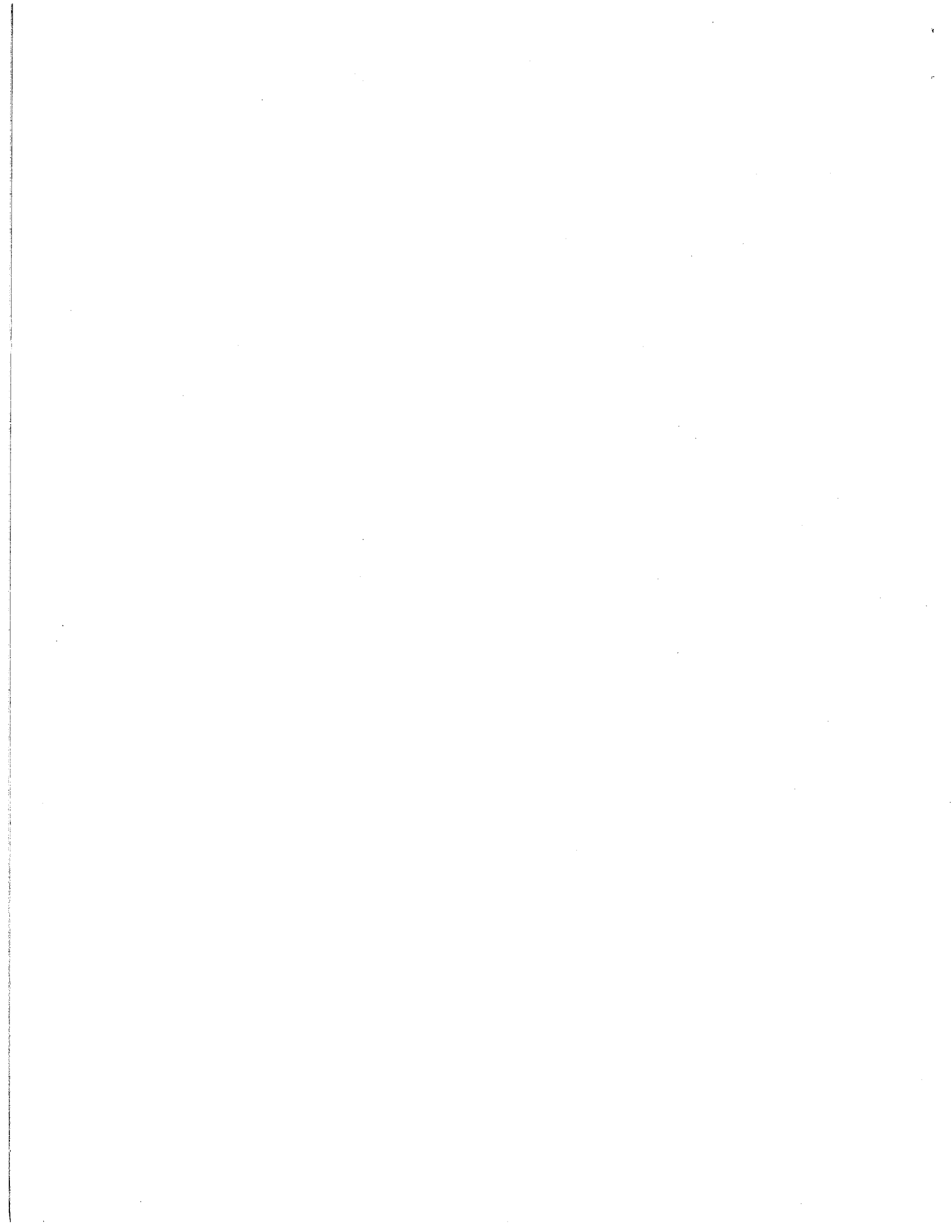
Office Assistant

2010/2011: Hourly Pay Rates

<u>Step</u>	<u>B23</u>	<u>B22/ B21-2</u>	<u>B21</u>	<u>A13</u>	<u>A12</u>
1	\$17.07	\$15.57	\$14.32	\$12.70	\$10.25
2	\$18.10	\$16.61	\$15.57	\$13.73	\$10.97
3	\$19.13	\$17.69	\$16.83	\$14.74	\$12.14
4	\$19.87	\$18.83	\$17.89	\$15.86	\$14.55
5	\$21.42	\$20.26	\$19.00	\$17.60	\$15.56

2011/2012: Hourly Pay Rates

<u>Step</u>	<u>B23</u>	<u>B22/ B21-2</u>	<u>B21</u>	<u>A13</u>	<u>A12</u>
1	\$17.37	\$15.87	\$14.62	\$13.00	\$10.55
2	\$18.40	\$16.91	\$15.87	\$14.03	\$11.27
3	\$19.53	\$17.99	\$17.13	\$15.04	\$12.44
4	\$20.17	\$19.13	\$18.19	\$16.16	\$14.85
5	\$21.72	\$20.56	\$19.30	\$17.90	\$15.86



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

For SEIU Local 284

Saul Hites
Business Agent for Local 284

Nancy Mogensen
Union Representative

Union Representative

For Independent School District #727

William Hayes
Board Chair

Chris Shady
Board Clerk

Candace Anderson
Director of Human Resources

Ratification Date: 9-14-10

Board Approval Date: 9-23-2010

Signature Date: 11-15-2010

Signature Date: 9-23-2010

