

# MASTER AGREEMENT

between

the

**School Service Employees Local No. 284**

**FOOD SERVICE EMPLOYEES**

and

**Independent School District No. 314**

**Braham, MN 55006**

**Effective July 1, 2009 to June 30, 2011**

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# AGREEMENT

## FOOD SERVICE EMPLOYEES

### ARTICLE I PURPOSE

Section 1. Parties: THIS AGREEMENT is entered into between Independent School District No. 314, Braham, Minnesota, hereinafter referred to as the School District, and the School Service Employees, Local No. 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 referred to as P.E.L.R.A., to provide the terms and conditions of employment for the food service employees during the duration of this Agreement.

### ARTICLE II RECOGNITION OF EXCLUSIVE REPRESENTATIVE

Section 1. Recognition: In accordance with P.E.L.R.A., the School District recognizes School Service Employees, Local No. 284 as the exclusive representative for food service employees employed by the School District, which exclusive representative shall have those rights and duties as prescribed by P.E.L.R.A. and as described in the provisions of this Agreement.

Section 2. Appropriate Unit: The School District and the exclusive representative shall have those rights and duties as prescribed by P.E.L.R.A. and as described in the provisions of this Agreement.

### 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, 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. The terms are subject to the provisions of P.E.L.R.A.

Section 2. Description of Appropriate Unit: For purposes of this Agreement, the term, "Food Service Employees", 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 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 in 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 employer, its overall budget, utilization of technology, the organizational structure and selection and direction and number of personnel.

Section 2. Management Responsibilities: 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 3. Effect of Laws, Rules and Regulations: The exclusive representative recognizes that all employees covered by this Agreement shall perform the services 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. The exclusive representative also recognizes that the School Board, 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 Board 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 affect.

Section 4. Reservations 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 EMPLOYEES' RIGHTS

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

Section 2. Right to Join: Pursuant to P.E.L.R.A., 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 to secret ballot to designate an exclusive representative for the purpose of negotiating grievance procedures and the terms and conditions of employees of such unit with the School District.

Section 3. Union Business:

Subd. 1. The School District shall not deduct the pay of elected officers or appointed representatives involved in/or conducting union business up to five (5) days per calendar year, however, these days shall not be used for negotiation, mediation or contract arbitration of any kind or anything related thereto. Any

days used will be charged to the Union at the hourly rate for the substitute, if any, required to perform the duties of the employee conducting union business.

Each subsequent day used for union business each year should be billed to the union at the full daily pay rate of the absent employee for each day of absence. These days are to be requested and authorized by the union.

Subd. 2. The School District shall not deduct the pay of union members for negotiation, mediation or arbitration of any kind or anything related thereto. Any days used will be charged to the Union at the hourly rate of pay for each individual. These days are to be requested and authorized by the union.

Subd. 3. The Union will notify the District at least three calendar days in advance.

## ARTICLE VI DISCIPLINE DISCHARGE AND PROBATIONARY PERIOD

Section 1. 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. However, a probationary employee shall have the right to bring a grievance on any other provisions of the contract alleged to have been violated.

Section 2. 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 the former classification.

### Section 3.

Subd. 1 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. Any disciplinary action shall comply with law and regulation, shall be fair and equitable, and shall be consistent with the principle of forward looking discipline:

1. Did the District give to the employee forewarning of foreknowledge of the possible or probably disciplinary consequences of the employee's conduct?
2. Was the District's rule or managerial order reasonably related to (a) the orderly, efficient, and safe operation of the District's business and (b) the performance that the District might properly expect of the employee?
3. Did the District, before administering discipline to an employee, make an effort to discover whether the employee did in fact violate or disobey a rule or order of management?
4. Was the District's investigation conducted fairly and objectively?
5. At the investigation, did the "judge" obtain substantial evidence or proof that the employee was guilty as charged?
6. Has the District applied its rules, orders, and penalties even-handedly and without discrimination to all employees?
7. Was the degree of discipline in a particular case reasonably related to (a) the seriousness of the employee's proven offense and (b) the record of the employee in his/her service with the District?

Subd. 2 Disciplinary actions by the employer may include the following actions:

- a. Oral reprimand
- b. Written reprimand
- c. Suspension without pay
- d. Discharge.

## ARTICLE VII HOLIDAYS

Section 1. Paid Holiday: All employees shall receive nine (9) paid holidays annually. The holidays for the 2009-2010 and 2010-2011 school years shall be as follows:

Labor Day	New Year's Eve Day
Thanksgiving Day	New Year's Day
Friday After Thanksgiving	Good Friday
Christmas Eve Day	Memorial Day
Christmas Day.	

New employees with less than nine (9) months of employment hired after the start of any given school year shall be deemed to have earned one (1) paid holiday for each full month of employment. New employees may select the necessary number of undesignated holidays not listed in the Agreement, so as to reach the standard of one (1) holiday earned per month for the remainder of that school year. The employee must select non-work days for the remaining earned holidays to meet the total standard of one (1) holiday per month. Holidays that will be used should be selected by the new employee, and his/her requests must be submitted in writing to the Superintendent's secretary within ten (10) working days of employment.

Section 2. Application: In order to be eligible for holiday pay, an employee must have worked a regular work day before and after the holiday unless on an excused illness, leave, or on vacation under these provisions.

## ARTICLE VIII LEAVES OF ABSENCE

Section 1. Sick Leave:

Subd. 1. Sick leave allowance will be cumulative at the rate of twelve (12) days per year. In addition to personal illness of the employee, sick leave may be used in case of illness in the immediate family. Immediate family includes wife, husband, children, and dependent parents, grandparents or grandchildren. Dependent means living in your household or that you provide in excess of 50% of their living expense. Sick leave will be cumulative to one-hundred and thirty-five (135) days.

Subd. 2. In each absence covered by sick leave policies where the absence exceeds two days, administration may require an employee to furnish a statement of illness from a medical doctor.

Section 2. Personal Leave: Two (2) days personal leave, non-accumulative, may be allowed to regular employees. Such leave to be taken from sick leave credits and shall be arranged three days prior to use.

Section 3. Medical Leave:

Subd. 1. An employee who has completed the initial probationary period, who is unable to perform duties because of illness or injury, and who has exhausted all sick leave credit available or has become eligible for long term disability compensation may, upon written request to the food service director, be granted a medical leave of absence, without pay, up to six (6) months. This leave may be renewed at the discretion of the School District.

Subd. 2. A request for leave of absence, or renewal thereof, under this section shall be accompanied by a written doctor's statement outlining the condition of health and estimated time at which the employee is expected to be able to assume normal responsibilities.

Section 4. Emergency Leave: Emergency leave may be granted for unforeseen circumstances arising unexpectedly which requires the employee's attendance and which cannot be taken care of during normal leave time. Such leave is to be deducted from sick leave. Absence from school due to inclement weather shall not be an appropriate use of this section.

Section 5. Bereavement:

Subd. 1 - Bereavement leave shall be granted upon written request when there is a death in the immediate family of the employee or spouse (i.e., parent, children, brother, sister, grandchildren, grandparent, aunt, uncle, and corresponding in-laws).

Subd. 2 - Bereavement leave shall be deducted from sick leave.

Subd. 3 - Bereavement leave is limited up to and not to exceed three (3) days for each incident unless special arrangements are made with the Superintendent.

Section 6. P.E.R.A. Absence: To comply with the requirements of the P.E.R.A., any employee covered by this Agreement wherein his/her regulated sick leave is already used and who is not able to return to his/her normal duties because of illness, the board of education will pass a resolution granting a temporary leave of absence, and will notify the office of the P.E.R.A. of this action. This type of action shall also be taken in regard to summer layoffs.

Section 7. Leave without pay may be granted at the sole discretion of the School District after all personal leave has been exhausted.

## **ARTICLE IX GROUP INSURANCE**

Section 1. Hospitalization: The School District agrees to provide a group hospitalization and major medical program for food service employees who qualify under the School District's health and hospitalization contract. The School District shall pay the premium for single or dependent coverage up to \$4,250 for 2009-2010 and 2010-2011. Employees employed at least thirty (30) hours a week are eligible and shall receive a pro-rated annual amount.

Section 2. Income Protection: The School District will pay full contribution on an income protection policy.

Section 3. Life Insurance: The School District agrees to provide group term life insurance in the amount of \$20,000 for each eligible food service employee.

Section 4. Insurance Committee: The food service employees shall be allowed one representative of their choice on the insurance committee.

Section 5. 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 6. Duration of Insurance Contributions: 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 contribution shall cease.

## **ARTICLE X SENIORITY RIGHTS**

The School Board recognizes that the purpose of seniority is to provide a declared policy as to the order of layoff and recall of employees and advancement or promotions (if the employee is qualified). 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 who is qualified shall be the first recalled.

If a former employee elects not to work when recalled, they shall lose their seniority rights. An employee who is properly discharged or resigns shall forfeit their seniority rights, and in the event of re-employment, their seniority rights shall begin as of the date of their re-employment.

An employee on layoff shall retain his/her seniority and right to recall within classification in seniority order for a period of twenty-four (24) months after the date of layoff.

## **ARTICLE XI VACANCIES**

New positions or vacancies of more than thirty (30) days duration will be posted for a period of five (5) days and the senior qualified applicant will be assigned thereto within five (5) days after closing of posting. Applicants for posted positions must submit their bids to the proper office in writing and duplicate copies of all bids will be delivered to the local steward of the unit by the applicant before the close of posting. The final decision, however, for employment advancement, transfer, or promotion will be made by the School District. When vacancies are filled during the summer months, those existing food service personnel shall be notified in writing of job opportunities, but only if they leave self-addressed, stamped envelopes with the School District office head secretary prior to their leaving for the summer following the final day of school for students.

## **ARTICLE XII JURY DUTY**

Employees shall be granted the additional amount to make up full pay if required to serve on jury duty during working months.

## **ARTICLE XIII RESIGNATION/LAYOFF**

Section 1. Two weeks written notice to the food service director shall be required of employees if they wish to resign in good standing.

Section 2. Two weeks written notice from the School Board shall be given employees if they are to be laid off, reduced, or experiences a change of assignment. Employees with the least seniority will be laid off first. If a senior employee's position is eliminated or is reduced, the employee may displace the least senior employee in their classification, if qualified, or a lower classification, if qualified. Seniority shall be determined by total years of employment in the unit. Classification, for the purposes of layoff and recall, shall include month and hours of service.

The displaced employee may displace the least senior employee in the same classification, if qualified, or the least senior employee in the next lower classification, if qualified. This procedure shall continue until the least senior employee is laid off. A displaced employee shall be placed on the pay step nearest their present rate in the lower classification. In no case shall a displaced employee displace another employee with more seniority.

For the purposes of recall, an opening occurring within twelve (12) months shall be offered to the employee with the most seniority, provided the employee possesses the relevant qualifications. The position must be at or lower than the employee's previous classification. Employees will be considered to be on recall status until such time as the employee is "made whole" (returned to previous classification) or after being on recall status for twelve (12) months, whichever comes first.

#### ARTICLE XIV SEVERANCE PAY

Section 1. \$1500 after ten (10) years of service. \$3000 after fifteen (15) years of service. Payment shall be made within two (2) months of termination. Employees who are discharged for cause shall not be eligible for severance pay.

Section 2. Retiring employees will be entitled to continue to participate in the School District's group health insurance program until they reach Medicare eligibility, at their own expense.

#### ARTICLE XV WORK WEEK

The work week will be Monday through Friday. Hours as needed to perform duties will be scheduled by the School District, with a lunch period and coffee break to be included in the work schedule. Time and one-half (1 1/2) shall be paid for any work performed on Saturday or Sunday. Employees will be granted a minimum of two (2) hours show-up time if school is closed or the actual time worked, whichever is greater, when employees check in. Employees shall be allowed a minimum of two (2) hours on callback at time and one-half (1 1/2).

#### ARTICLE XVI GRIEVANCE PROCEDURE

##### Section 1. Grievance Definition:

Subd. 1. Employee: 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. 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 week days 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 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. Filing and Postmark:** The filing or service of any notice or document herein shall be timely if it is personally served or if it bears a certified postmark of the United States Postal Service within the time period.

**Section 4. Time Limitation and Waiver:** A grievance shall not be valid for consideration unless the grievance is submitted in writing to the Superintendent, or 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. Adjustment 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 between the employee and their supervisor, then 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 of schools, provided such appeal is made in writing within five days after receipt of the decision in Level I. If a grievance is properly appealed to the superintendent, the superintendent or 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 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, 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 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 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 8. Mediation:** Upon mutual agreement, the parties may petition the Bureau of Mediation Services for assistance in the resolution of any grievance prior to arbitration. If the parties so agree, the timelines for such review and appeal to arbitration shall be adjusted by mutual agreement between the parties.

**Section 9. 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:** 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 and the State Bureau of Mediation Services (BMS) 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 a list of arbitrators from the BMS the parties shall, within twenty (20) days after the request to arbitrate, attempt to agree upon the selection of an arbitrator. If no agreement on an arbitrator is reached, either party may request the BMS to appoint an arbitrator, pursuant to P.E.L.R.A., providing such request is made within twenty (20) days of failure to select an arbitrator. The request shall ask that the appointment be made within thirty (30) days after the receipt of said request. Failure to agree upon an arbitrator or the failure to request an arbitrator from the BMS within the time periods provided herein shall constitute a waiver of the grievance.

**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 denovo.

**Subd. 5. Decision:** 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 the arbitrator shall be final and binding upon the parties, subject, however, to the limitations of arbitration decisions as provided in the P.E.L.R.A.

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

**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, the arbitrator's order shall give due consideration to the statutory rights and obligation of the public school district to efficiently manage and conduct its operation within the legal limitations surrounding the financing of such operations.

**Section 10. 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 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 the Agreement or to enforce the award of an arbitrator.

**ARTICLE XVII  
REIMBURSEMENT**

**Section 1. Salary Schedule:**

Cooks/Clerks	<u>2009-2010</u>	<u>2010-2011</u>
Steps		
1	\$ 11.17	\$ 11.17
2	\$ 11.98	\$ 11.98
3	\$ 12.34	\$ 12.34
4	\$ 12.71	\$ 12.71
Helpers(Dishwashers)		
Steps		
1	\$ 10.19	\$ 10.19
2	\$ 11.05	\$ 11.05
3	\$ 11.38	\$ 11.38
4	\$ 11.72	\$ 11.72

**Section 2. Step Placement:** Annual step increases for new employees hired after July 1 and before December 31 shall be granted on July 1 of the next contract year. For new employees hired between January 1 and June 30th, the step increase will be on July 1st of the following calendar year.

**Section 3. Override:** Head Cook - 0.80  
 Certification Level I- \$0.40/hr.  
                                   Level II- \$0.60/hr.  
 Clerk - 0.25

**Section 4. Certification:** The School District will pay for cost of certification/recertification classes as approved by the Food Service Director.

**Section 5. Clean Up:** Cooks - Up to two: Fall: 1 day opening & Spring: 1 day clean up.  
 Helpers (Dishwashers) - One (1) day clean up.

**Section 6. Uniform Allowance:** \$150 per year for 2009-2010 and 2010-2011.

**Section 7. Part-time:** Any employee who substitutes for another employee shall be paid the substituting employee's current step in the classification they are substituting in, based on the employee's years of service and no less than their regular rate of pay, in the event they substitute in a classification with a lower rate of pay, from the first day of substituting in a different position. This is retroactive to the first day.

**Section 8. Work Term:** The employee's schedule shall follow the school calendar as established by the School District for the employees working less than twelve (12) months. Compensation shall be paid on the 15th and the last day of the month. An additional option shall be 24 installments.

Section 9. Longevity: All employees covered under this agreement shall be eligible for longevity pay according to the following schedule:

5-9 years:	\$0.10/hr
10 – 14 yrs	\$0.20 /hr.
15 + yrs.	\$0.30 /hr.

**ARTICLE XVIII  
DURATION**

Section 1. Terms and Reopening Negotiations: This Agreement shall remain in full force and effect for a period commencing on July 1, 2009, through June 30, 2011, and thereafter as provided by 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 90 days prior to said expiration. Unless otherwise mutually agreed, the parties shall not commence negotiations more than 90 days prior to the expiration of this Agreement.

Section 2. Effect: This Agreement constitutes the full and complete Agreement between the School District and exclusive representative representing the employees. The provisions herein relating to terms and conditions of employment supersede any and all prior Agreements, resolution, practices, School District policies, rules or regulations concerning terms and conditions of employment inconsistent with these provisions.

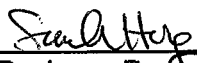
Section 3. Finality: Any matters relating to the terms and conditions of employment, whether or not referred to in this Agreement, shall not be open for negotiation during the term of this Agreement, except by mutual consent of the parties.

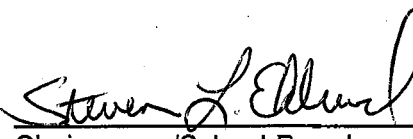
Section 4. Severability: The provisions of this Agreement shall be severable, and if any provision thereof or the application of any such provision under any circumstances is held invalid, it shall not effect any other provision of this Agreement or the application of any provision thereof.

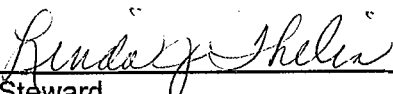
**IN WITNESS HEREOF** , the undersigned have caused this Agreement to be duly executed on behalf of the parties.


**SCHOOL SERVICE EMPLOYEES  
Local 284**  
450 Southview Blvd.  
So. St. Paul, MN 55075

**IND. SCHOOL DISTRICT  
No. 314**  
Braham, MN 55006

  
Business Representative

  
Chairperson/School Board

  
Steward

  
Clerk/School Board

Dated this 1<sup>st</sup> day of  
October, 2010

Dated this 5<sup>th</sup> day of  
October, 2010