

# MASTER AGREEMENT

between

the

School Service Employees Local No. 284

**SECRETARIES & PARAPROFESSIONALS**

and

Independent School District No. 314  
Braham, MN 55006

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

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## AGREEMENT

### SECRETARIES/PARAPROFESSIONALS

#### 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 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 secretaries/paraprofessionals bargaining unit 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 the Secretaries/Paraprofessionals bargaining unit 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 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 the State Bureau 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 therefor including fringe benefits. The terms and conditions of employment are subject to the provisions of P.E.L.R.A.

**Section 2. Description of Appropriate Unit:** For purposes of this Agreement, the term, Secretaries/Paraprofessionals bargaining unit 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' appropriate 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 by the P.E.L.R.A.

#### ARTICLE IV SCHOOL DISTRICT RIGHTS

**Section 1. Inherent Managerial Rights:** The exclusive representative recognizes that the School Board is not required to meet and negotiate on matters of inherent managerial policy which include, but are

not limited to, such areas of discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, the organizational structure and selection and direction and number of personnel.

Section 2. Management Responsibilities: 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 prescribed by the school board and shall be governed by the laws of the State of Minnesota, and by School District 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 District and its duly 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. The exclusive representative also 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, 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, 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 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.

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, pursuant to P.E.L.R.A. 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.

Section 4. Fair Share Fee: An exclusive representative may require employees who are not members of the exclusive representative to contribute a fair share fee for services rendered by the exclusive representative. The fair share fee must be equal to the regular membership dues of the exclusive representative, less the cost of benefits financed through the dues and available only to members of the exclusive representative. In no event may the fair share fee exceed 85 percent of the regular membership dues. The exclusive representative shall provide advance written notice of the amount of the fair share fee to the employer and to unit employees who will be assessed the fee. The employer shall provide the exclusive representative with a list of all unit employees.

A challenge by an employee or by a person aggrieved by the fee must be filed in writing with the commissioner, the public employer, and the exclusive representative within thirty (30) days after receipt of the written notice. All challenges must specify those portions of the fee challenged and the reasons for the challenge. The burden of proof relating to the amount of the fair share fee is on the exclusive representative. The commissioner shall hear and decide all issues in these challenges.

### Section 5. 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 four (4) 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 of the absent employee. 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 Agreement 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. The employee shall have the same right to return to his/her former classification within the probationary period.

Section 3. 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 4. 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 in a position governed by this Agreement. If more than one employee commences work on the same date, seniority ranking for such employees shall be determined by lottery in the presence of the affected employees, Union steward/s and District designee.

ARTICLE VII  
HOLIDAYS

Section 1. Nine (9) paid holidays will be observed annually with the holidays to be selected by the School District to coincide with the school calendar. Any legal holiday which falls within an employee's vacation period shall not count as a vacation day providing it is a day normally worked. Time and one-half (1 1/2) shall be paid for all work on legal holidays. The holidays for the 2009-2010 & 2010-2011 school years shall be as follows:

Labor Day	Christmas Day	Good Friday
Thanksgiving Day	New Year's Day	Easter Monday
Day after Thanksgiving	President's Day	Memorial Day

In the event that any of the above referenced holidays fall on a day school is in session, consistent with the school calendar, an alternative day will be designated by the School District following a meet and confer session with the union steward/s.

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

ARTICLE VIII  
LEAVES OF ABSENCE

Section 1. Sick Leave: Employees covered by this Agreement shall be granted sick leave at the rate of twelve (12) days per year. A sick day is equal to the amount of hours an employee works per day. A nine month employee earns 12 sick days per year. All covered employees beginning their first full year of employment will be entitled to 12 days of sick leave upon completion of the first day of full employment. Those employees who work less than a full year will have sick leave granted on the proportion of the year worked. If the employee fails to remain in the employ of the School District for any reason during the entire year, the School District shall be reimbursed by that employee for that portion of the sick leave used, but not earned. The School District may obtain the reimbursement by payroll withholding or by an employee payment. Sick leave shall be cumulative to a maximum amount of one hundred and thirty-five (135) days. In each absence covered by sick leave which exceeds two (2) consecutive days, the employee may be required to furnish a statement signed by a medical doctor. Emergency leave of three (3) days may be granted and deducted from sick leave, but not accumulated. Sick leave, in addition to covering the employee, shall be used for illness in the immediate family. "Immediate family" shall mean the employee's spouse, children, grandchildren, grandparents or parents. The terminology "full year" will mean a full school year of nine (9) months or more.

Section 2. Bereavement Leave: A secretary/paraprofessional may be granted bereavement leave, the days to be deducted from sick leave, for deaths or funerals in the secretary's/paraprofessional's family. Up to five (5) days may be allowed if the death or funeral involves the family of the employee or spouse (i.e. parent, spouse, parent of spouse, children, brothers, sisters, grandchildren, grandparents of the employee or spouse, dependents living in the household). In addition, bereavement leave may be granted for deaths outside of the immediate family at the discretion of the Superintendent. The amount of leave under this section will be within the discretion of the immediate supervisor and the Superintendent. More or less bereavement leave other than that outlined above may be allowed, at the discretion of the Superintendent, depending upon the particular circumstances surrounding each case.

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 their grade level principal, 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. To comply with the requirements of PERA, any employee covered by this Agreement whose accumulated sick leave has been exhausted and who is not able to return to her/his normal duties because of illness, the School Board may pass a resolution granting temporary leave of absence and will notify the office of the PERA of this action.

Section 5. Long Term Leave: One 1-year leave of absence shall be granted to an employee upon written request to the Superintendent providing the employee has seven (7) or more years of service with the School District. Long term leave under this provision shall be without pay or benefits. The employee shall notify the Superintendent 60 days prior to his/her intent to return to a similar position based on his/her seniority. An employee may be eligible for another one year leave of absence after a second seven year period of employment. The School Board shall not be obligated to grant more than one such leave in any one year.

Section 6. Personal Leave: Two (2) personal leave days will be allowed to be deducted from sick leave if such leave is arranged for in advance. Personal leave shall be cumulative to a maximum amount of five (5) days.

Section 7. Leave of Absence: A leave of absence may be granted at the discretion of Superintendent.

Subd. 1. An employee on an approved leave of absence shall retain his/her seniority and accrued benefits as of the beginning date of the leave. No benefits or seniority will accrue during the period the employee is on leave.

Subd. 2. An employee on an approved leave of absence is eligible to continue participating in the School District's health and hospitalization program at the employee's own expense.

Subd. 3. An employee returning from leave of absence shall be re-employed in the position they occupied prior to the leave, subject to the following conditions:

- a) That the position has not been abolished.
- b) That the employee is physically and mentally able to perform the duties of such position.

## ARTICLE IX VACATION

Section 1. Eligibility: This article shall apply to employees who are regularly employed on a twelve (12) month basis.

Section 2. Earned Vacation: Employees under these provisions shall accrue vacation and be granted a vacation period during the summer months on the following basis:

- After one (1) year of consecutive employment . . . two (2) weeks.
- After eight (8) years of consecutive employment . . . three (3) weeks.

During the ninth (9th) year and thereafter, each employee shall receive one (1) additional day of vacation for each year of service to a maximum of four (4) weeks.

Vacation is not cumulative. Employees with two (2) weeks of vacation or more may take one week, one day at a time.

Section 3. Application:

Subd. 1. Vacation shall be determined as of July 1 of each year. Employees hired between January 1 and July 1 are not eligible for vacation as a matter of right until July 1 of the following year, but may be permitted to take vacation at the discretion of the School District.

Subd. 2. If the employee resigns before completing a full year of service, the employee shall not be entitled to any vacation pay and shall have the salary paid for any vacation days taken deducted from the final check. An employee who has completed at least one year of service shall be entitled to receive the prorata for unused vacation time provided such employee provides the school district with at least two (2) weeks advance notice of the resignation time.

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

ARTICLE X  
FRINGE BENEFITS

Section 1. Insurance Fringe Benefits Allocations:

Subd. 1. Each full-time employee covered under this Agreement (40 hrs/week) is eligible for \$4,132 for the 2009-2010 school year and \$4,132 for the 2010-2011 school year for use in purchasing fringe benefit plans offered by ISD No. 314. Employees employed at least thirty (30) hours a week are eligible and shall receive a pro-rated annual amount.

Subd. 2. If an employee purchases fringe benefit plans under this article, which results in monthly premium charges greater than the amount allocated to the employee's account pursuant to Section 1, Subd. 1 above, any cost in excess of the employee's annual allocation shall be borne by the employee and paid by payroll deduction.

Subd. 3. The School District shall allow access to District approved fringe benefit plans such as dental, vision eye care, health and hospitalization, income protection, long term disability, life, and any other extended insurance benefit plans offered by ISD No. 314.

Subd. 4. Reductions in benefits shall be governed by appropriate statutes.

Section 2. Hospitalization/Income Protection/Life Insurance:

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 3. Insurance Committee: The employees shall be allowed one representative of their choice on the insurance committee.

ARTICLE XI  
SENIORITY RIGHTS

Section 1. Seniority. The School District recognizes that the purpose of seniority is to provide a declared policy as to the order of layoffs and recall of employees (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 shall be the first recalled (if the employee is

qualified). If a former employee elects not to return to work when recalled, he/she shall lose his/her seniority. An employee who is properly discharged or resigns shall forfeit his/her seniority and in the event of re-employment, his/her seniority shall begin as of the date of his/her re-employment. An employee on layoff shall retain his/her seniority and right to recall, within classification, in seniority order for a period of twelve (12) months after the date of layoff. Seniority shall be determined by total years of employment in the unit. Accordingly, employees that have switched classifications retain combined years of seniority.

Section 2. Resignation. Two (2) weeks' written notice to the grade level principal shall be required of an employee if she/he wishes to resign.

Section 3. Layoff. Two (2) weeks' written notice shall be given an employee if she/he is to be laid off, reduced, or experiences a change of assignment. Employees with the least seniority will be laid off first. The Classifications, for the purposes of layoff and recall, shall be defined as Paraprofessional or Secretarial.

Section 4. Bumping. In the event a senior employee's position is eliminated or is reduced by one hour or more per day annually, the employee may displace the least senior employee in their hourly classification, if qualified, or a lower hourly classification, if qualified. Classifications, for the purposes of bumping, shall be defines as:

Secretarial

- a) working  $\geq$  35 hours+ per week;
- b) working  $\geq$ 30, but < 35 hours per week;
- c) working < 30 hours per week;

Paraprofessional

- a) working  $\geq$ 35 hours+ per week;
- b) working  $\geq$ 30, but < 35 hours per week;
- c) working < 30 hours per week.

The term "lower classification," shall include bumping into a position working fewer hours per week within the classifications of Secretarial or Paraprofessional.

The displaced employee may displace the least senior employee in the same hourly classification, if qualified, or the least senior employee in the next lower hourly 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.

Section 5. Right to Recall. 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 XII  
VACANCIES

New positions or vacancies which may be filled will be posted for a period of five (5) working days and the senior qualified applicant will be assigned thereto within five (5) days after the closing of posting. The final decision for employment advancement, transfer, or promotion, will be made by the School District. Postings will be mailed to current employees during the summer months when school is not in session. The senior qualified employee may be transferred to any open position by mutual consent.

ARTICLE XIII  
JURY DUTY

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

ARTICLE XIV  
RETIREMENT

Employee retirement will be treated consistently with State and Federal Statutes.

ARTICLE XV  
SEVERANCE PAY

Section 1. Severance Pay: \$1,700 after ten (10) years of service.  
\$3,100 after fifteen (15) years of service.  
\$3,600 after twenty (20) years of service.

Subd. 1. 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: Retiring employees will be entitled to continue to participate in the School District group health insurance program, at their own expense, until they reach Medicare eligibility.

ARTICLE XVI  
HOURS OF SERVICE

Section 1. Work Hours: The work week will be forty (40) hours. The regular work day will consist of eight (8) hours, exclusive of a half-hour duty free lunch period. The actual work hours will be decided by the immediate supervisor. All work over forty (40) hours shall be paid at the overtime rate of time and one-half on the basis of an hourly wage. The employee may elect to take compensatory time off in lieu of overtime pay at a time mutually agreeable to the School District and the employee. If an employee agrees to compensatory time in lieu of overtime pay, compensatory time shall be computed at one and one-half times the hours worked.

Subd. 1. In the event that school is closed for any reason and the employees are not required to perform services, the employee's compensation shall be reduced accordingly.

Section 2. Work Term: The secretary's/paraprofessional'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 last day of the month. An additional option shall be 24 installments

Subd. 1. Any employee hired by the District prior to January 1 during a fiscal year shall be eligible for 24 installments at the start of the next fiscal year. If an employee is hired after January 1, this employee shall be eligible for 24 installments at the start of the second fiscal year of their employment. Any employee who has worked a full fiscal year shall have the option to change compensation installments at the beginning of each school year.

Secretary

Student Contact + 2 staff development days . . . . .	9 months
Teacher contract days plus 10 . . . . .	9 1/2 months
Teacher contract days plus 20 . . . . .	10 months
Teacher contract days plus 30 . . . . .	10 1/2 months

Paraprofessional

Will work student contact + 2 staff development days + 2 staff development hours per semester. Each paraprofessional will be given two (2) paid hours in the first twenty (20) working days of each semester to be used to become acquainted to the student's needs; to be scheduled by the teacher, principal and paraprofessional involved.

ARTICLE XVII  
TRAVEL AND ATTENDANCE AT MEETINGS

Employees covered by this Agreement who are required to use their personal automobiles for official travel or who are required to attend meetings, conferences and/or conventions shall be paid mileage at the rate established by the School Board and shall be reimbursed out-of-pocket expenses incurred with such official travel. Official travel shall be approved in writing in advance by the employee's supervisor.

ARTICLE XVIII  
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 their 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: Grievances 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 (20) 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 (10) 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 (5) 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 (15) days after receipt of the appeal. Within ten (10) 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 (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 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 (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 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 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 de novo.

Subd. 5. Decision: The decision by the arbitrator shall be rendered within thirty (30) 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 XIX  
WAGE SCHEDULE

2009-10 & 2010-11

<u>Secretary</u>	1	10.91	<u>Paraprofessional</u>	1	10.51
	2	11.71		2	11.44
	3	12.80		3	12.41
	4	15.20		4	14.79

RETROACTIVE PAY WILL BE EFFECTIVE ON THE DATES SHOWN ABOVE; RETRO PAY WILL BE PAID ON A SEPARATE CHECK.

Section 1. 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 2. Longevity: Employees shall be eligible for longevity pay in the following amounts:

2009-10 Year 10 through 14: \$0.20 per hour  
Year 15 and above: \$0.35 per hour

2010-2011 Beginning Year 5-9: \$0.10 per hour  
Beginning Year 10-14: \$0.30 per hour  
Beginning Year 15 & above: \$0.45 per hour

All employees shall be held harmless in regards to longevity pay for the duration of this contract.

Section 3. A stipend of \$1.50 per hour above schedule will be paid to each employee employed as Head Secretary in any school.

ARTICLE XX  
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 the exclusive representative. 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.


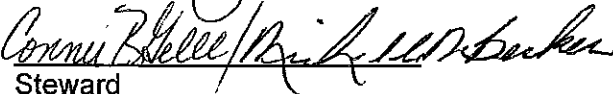
**Section 3. Finality:** Any matters relating to the terms and conditions of employment, whether or not referred to in this Agreement, shall not be opened for negotiations during the terms of this Agreement, except by mutual consent of the parties.

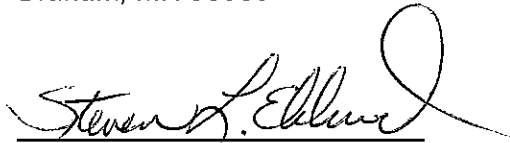

**Section 4. Severability:** The provisions of this Agreement shall be severable, and if any provision thereof or the application of any such provision under any circumstances is held invalid, it shall not affect any other provisions of this Agreement or the application of any provision thereof.

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

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

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

  
\_\_\_\_\_  
Business Representative  
  
\_\_\_\_\_  
Steward

  
\_\_\_\_\_  
Chairperson/Board  
  
\_\_\_\_\_  
Clerk/Board

Dated this 18 day of  
May, 2010

Dated this 19 day of  
May, 2010.