

AGREEMENT

BETWEEN

INDEPENDENT SCHOOL DISTRICT #727

By Lark

AND

**SCHOOL SERVICE EMPLOYEES LOCAL #284
SECRETARIAL & PARAPROFESSIONALS
BARGAINING UNIT**

July 1, 2010 – June 30, 2012

ARTICLE I - PURPOSE

Section 1.1 Parties:

This Agreement, 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 referred to as the PELRA, as amended to provide the terms and conditions of employment for the secretarial and paraprofessional employees during the duration of the Agreement.

ARTICLE II - RECOGNITION OF EXCLUSIVE REPRESENTATIVE

Section 2.1 Recognition:

In accordance with the PELRA of 1971, as amended, the School District recognizes School Service Employees Local #284 as the exclusive representative for secretarial and paraprofessional staff members employed by Independent School District #727, which exclusive representative shall have those rights and duties as prescribed by the PELRA, as amended, and as described in the provisions 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: 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. "Terms and conditions of employment" is subject to the provisions of the PELRA.

Section 3.2 Description of Appropriate Unit:

All secretarial and paraprofessional 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 fourteen (14) hours per week or thirty-five (35) percent of the normal work week and more than sixty-seven (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, as amended. School District shall mean the School Board or its designated representative.

Section 3.4 Full Time Employees:

A full time secretarial or paraprofessional 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 the right, obligation, and duty of the School District and its duly designated officials is 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 this Agreement, and all provisions of this Agreement are subject to the laws of the State. Any provision of this Agreement found to be in violation of any such laws, rules, regulations, directives, or orders shall be null and void, and without force and effect.

Section 4.4 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 5.1 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 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 5.2 Right to Join:

Employees shall have the right to form and join labor or employee organizations and shall have the right not to form and join such organizations. Employees in an appropriate unit shall have the right by secret ballot to designate an exclusive representative for the purpose of negotiating grievance procedures and the terms and conditions of employment for employees of such unit with the School District.

Section 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, as amended. Upon receipt of a properly executed authorization card of the employee involved, the School District 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.

Section 5.4 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 that the PELRA and in certification by the Commissioner of Mediation Services, if any.

Section 5.5. Notification of Newly Hired Employees. The School District shall notify steward(s) within ten business days of hiring any employee to a job class and assignment eligible for membership within the unit. The School District shall provide the name of the individual hired and his or her location of assignment to said steward(s).

ARTICLE VI - RATES OF PAY

Section 6.1 Rates of Pay:

The wages and salaries reflected in Appendixes A, attached hereto, shall be a part of the Agreement for the period commencing July 1, ²⁰⁰⁸~~2008~~ and continuing through June 30, ²⁰¹⁰~~2010~~. 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. 1 - The School District reserves the right to withhold a salary increase in individual cases when it can be shown that deficiency in the performance of an individual employee necessitates such action.

Subd. 2 - 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.

Section 6.2 Seniority Rights:

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

An employee who must suspend membership in the union, due to confidentiality of position and who then has a change in job so that he/she is once again eligible for Union membership, shall retain all seniority rights acquired during the time he/she was in the bargaining unit.

Section 6.3 Seniority Date:

Employees shall accrue seniority upon completion of their probationary period as per Article XII, 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 separate seniority lists of all secretarial and paraprofessional employees in the School district by February 1 of each year.

Section 6.4 Layoff and Recall:

The parties recognize the principle of seniority in the application of the Agreement, within job classification, concerning reduction in force, provided the employee is fully qualified to perform the duties and responsibilities of the position. 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. An employee on layoff shall retain seniority and right to recall, within job classification, in seniority order for a period of twelve (12) months after the date of layoff.

When implementing layoffs the parties agree that:

- a. Employees may exercise their seniority rights to bump less senior staff if their position is eliminated, reduced by 1.5 hours per day, or reduced by enough hours to move them into a different employment status or to cause loss of a wholly employer paid benefit. Categories of seniority are: secretarial and paraprofessional. Categories of employment status are: full time benefit eligible, part time benefit eligible, and part time not eligible for benefits.
- b. Senior employees can bump the least senior employee in their classification.
- c. If an employee is the least senior employee in their classification, he/she can bump the least senior employee in a lower classification.
- d. Prior to any layoffs, the union and district will meet to agree on a process and bumping rights so that the least senior employees are placed on layoff.

Employees who choose not to bump or those employees who do not have the seniority to bump shall be placed on a recall list for one year. Employees who accept recall to a position forfeit recall rights to future positions.

Section 6.5 Mileage Reimbursement:

Employees shall be reimbursed for use of his/her personal car for conducting business of the school district at the current IRS rate as set by the School District.

Section 6.6 License Renewal Fee:

The bi-annual license renewal fee for health assistants renewing a practical nursing license shall be reimbursed to staff employed in the position of health assistant at the time of renewal.

Section 6.7 Substitute Pay:

When an employee substitutes for ten (10) consecutive days or longer in any higher paid position, the employee substitute will make a lateral move to the appropriate wage schedule commensurate with the employee's current step retroactive to the first day of substituting in that position. An employee's pay will not be decreased while substituting for a position in a lower pay category.

ARTICLE VII - GROUP INSURANCE

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 Health and Hospitalization Insurance:

Secretarial employees: All full-time secretarial employees who are assigned enough hours per week to be eligible for, and enroll in, the group health insurance plan maintained by the School District will receive from the District a contribution equal to the total cost of a single premium or contributions equal to the certified staff per month toward a family premium. Any additional cost of the premium shall be borne by the employee and paid through payroll deduction.

Paraprofessional employees: All full-time paraprofessional employees who are assigned enough hours per week to be eligible for, and enroll in, the group health insurance plan maintained by the School District will receive the same contribution toward the purchase of the group health insurance that is afforded the certified staff per month of the School District. Any additional cost of the premium shall be borne by the employee and paid through payroll deduction.

Subd. 1. - Staff who do not meet the requirements of full time employee as stipulated in Article III Definitions, Section 4 may enroll in the School District group health and hospitalization plan if they so qualify. If enrolled, the School District shall contribute a pro rata share of the contribution made for full time staff members.

Section 7.3 Dental Insurance:

The School District shall contribute the amount of a single dental premium for any employee who qualifies as stipulated by insurance company. An employee may also enroll in a family dental plan by paying the difference between the single and family premiums by payroll deduction.

Section 7.4 Life Insurance:

The School District shall provide a life insurance policy with a coverage benefit of thirty thousand dollars (\$30,000.00) for each employee working twenty (20) hours or more per week covered by this Agreement.

Section 7.5 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 7.6 Change in District Contribution for Certified Staff:

In the event that the School District's contribution for family and/or single hospitalization coverage for certified personnel of District #727 is increased or decreased, such increase or decrease will also be granted to personnel covered under this agreement.

Section 7.7 Long Term Disability Insurance:

The School District shall pay one hundred (100) percent of the premium cost for long-term disability insurance for all eligible employees working thirty (30) hours or more per week.

Section 7.8 Liability Insurance:

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

Section 7.9 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 contribution shall cease.

ARTICLE VIII - LEAVES OF ABSENCE

Section 8.1 Extended Leaves of Absence

Section 8.1 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.

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 may at their own expense retain benefits through COBRA. An employee on an approved leave of absence 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.

There shall be no loss of seniority in case of leave of absence for good cause, as determined by the Employer. An employee on an approved leave of absence shall retain his/her original seniority date. Leaves of absence will be administered in accordance with the applicable State and Federal law including the Family Medical Leave Act unless the contract provides greater benefits.

Section 8.2 Sick Leave:

All employees shall earn sick leave equivalent to one (1) day per month for each month worked in the employ of the School District. All sick time shall be made available for utilization the first student contact day of the school year. Employees assigned a school calendar work schedule shall earn sick leave at the rate of one (1) day per month for each full month school is in session. 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. 1 - Unused sick leave days may accumulate to a maximum credit of one hundred twenty-five (125) days of sick leave per employee.

Subd. 2 - 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. 3 - 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 8.1 Extended Leave of Absence.

Subd. 4 - The School District may require an employee to furnish a medical certificate from a qualified physician as evidence of illness or disability, indicating such absence was due to illness or

disability, in order to qualify for sick leave pay. However, the final determination as to the eligibility of any employee for sick leave is reserved to the School District.

Subd. 5 - In the event that a medical certificate will be required, the employee will be so advised.

Subd. 6 - Sick leave allowed shall be approved and deducted from the accrued sick leave days earned by the employee when the proper forms are received in the District Office.

Subd. 7. Sick leave may be utilized during the 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 for child-care purposes may be granted at the discretion of the School District.

Subd. 8. On June 30 of each year, an employee who has utilized no greater than one (1) 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 vacation or one (1) day of wages at the employees rate of pay for the school year just completed. An employee may exchange or cash out a maximum of eight (8) days per contract year. Requests for conversion or cash out must be submitted on the appropriate form and received by human resources no later than July 15th.

Section 8.3 Bereavement Leave:

Employees will be granted up to a total of four (4) days per year per occurrence, non- accumulative, as funeral leave per year for death in the immediate family. 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. 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 Personal Leave:

Employees shall be granted personal leave each year, non accumulative. The Superintendent or his/her designee may grant additional days without pay. Requests for personal leave must be made in writing to the employee's supervisor. All leaves must have prior approval, but at no time shall more than eight paraprofessionals or secretaries be granted personal leave District wide. Employees must request and utilize personal leave for absences of a personal nature not qualifying for 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.. Personal leave will be deducted when an employee's timecard indicates short hours due to absence beyond his/her accrued sick 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. 1. Personal leave shall be granted according to the following schedule:

	Less than Ten Month <u>Employees</u>	Ten Month or Greater <u>Employees</u>
Employment Years 1-5	2 days	3 days
Beginning of School Yr After 5 Years	3 days	4 days

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.

Section 8.5 Worker's Compensation:

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. Only that fraction of the days not covered by the insurance payments will be deducted from accrued sick leave.

Subd. 1 - A deduction shall be made from the employee's accumulated vacation or sick leave accrual time according to the pro rata portions of days of sick leave or vacation time which is used to supplement Worker's Compensation.

Subd 2 - Such payment shall be paid by the School District to the employee only during the period of disability.

Subd. 3 - In no event shall the additional compensation paid to the employee by virtue of sick leave or vacation pay result in the payment of a total daily, weekly, or monthly compensation that exceeds the normal compensation of the employee.

Subd. 4 - 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 8.6 Child Care Leave:

An employee shall be afforded a child care leave of absence provided he/she follows the procedures outlined in this section.

Subd. 1 - An employee who is pregnant shall either submit a written resignation or request a leave of absence in writing subject to the provisions of this article.

Subd. 2 - A pregnant employee shall notify the Director of Human Resources in writing no later than the end of the fourth month of pregnancy and, also at the time, provide a physician's statement indicating the estimated date of delivery of the child.

Subd. 3 - The employee shall submit a written request to the Director of Human Resources for a child care leave including commencement date and return date or if the employee so elects, a written resignation pursuant to the dates recommended by the Superintendent under Subd. 4. hereof.

Subd. 4 - The effective beginning date of such leave and its duration, or resignation, if the employee so elects, shall be submitted by the Director of Human Resources to the School Board for its action as deemed appropriate. In recommending the date of commencement and duration of the leave or the effective date of the resignation the Director of Human Resources shall view each case on its individual merits.

Subd. 5 - In making a determination under Subd. 4 concerning the commencement and duration of a child-care leave or resignation, if the employee elects to resign, the School District shall not, in any event, be required to:

- a. Grant any leave more than twelve (12) months in duration
- b. Permit the employee to perform his/her duties within thirty (30) days after the actual date of delivery, or
- c. Permit the employee to return to his/her employment prior to the date designated in the request for a child-care leave.

Subd. 6 - If the employee complies with all provisions of the article and a child-care leave is granted by the School District, the School District shall notify the employee in writing of its action.

Subd. 7 - An employee returning from child care leave shall be re-employed in the same position or one for which he/she is qualified, the first case the primary consideration provided:

- a. That the position has not been abolished,
- b. That he/she is not physically or mentally disabled from performing the duties of such positions, or
- c. That he/she returns on the date designated on the request for leave approved by the School District.

Subd. 8 - Failure of the employee to return pursuant to the date determined in this article without validated medical reason shall constitute grounds for termination of employment in the School District.

Subd. 9 - An employee who returns from child-care leave within the provisions of this article shall retain all previous experience credit and unused time accumulated under the provisions of this agreement at the commencement of the beginning of the leave. The employee shall not accrue additional experience credit while on child-care leave.

Subd. 10 - An employee on child care leave is eligible to participate in group insurance programs if permitted under the insurance policy provisions, but shall pay the entire premium for such programs as he/she wishes to retain, commencing with the beginning of the child care leave. The right to continue participation in such group insurance programs will terminate if the employee does not return to the School District pursuant to this article.

Subd. 11 - The parties further agree that any child-care leave granted under this article shall be a leave without pay.

Section 8.7 Jury Duty:

All staff 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 8.8. 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 Basic Work Week:

A regular workweek shall consist of thirty (35) hours, exclusive of lunch, for full time employees. Hours worked in addition to forty (40) hours per week shall be paid at the rate of one and one half (1 ½) times the individual's hourly rate of pay. Prior approval for working overtime must be obtained from the employee's immediate supervisor.

Section 9.2 Part time Employees:

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

Section 9.3 Assignments:

All employees will be assigned a starting time as determined by the School District. 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.

Section 9.4 School Closing:

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 their regularly assigned shift time on that day. In the event of delayed starts, an employee shall adjust the start time of his/her work day to coincide with the length of the delay (i.e. two hour late start requires the employee to report to work two hours later than his/her normal work day) and shall receive pay only for hours actually worked. In the event a building administrator requires office support, one employee may report to work as directed and will be paid for all hours worked. An employee may utilize vacation or 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 9.5 Vacations:

Vacation with pay shall be granted to all employees on a ten month work year or greater on the following basis:

	<u>11 month or greater</u>	<u>10 month</u>
After One Year of employment	10 days	9 days
After 6 years of employment	15 days	14 days
After 12 years of employment	20 days	18 days

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.

Staff employed more than one hundred eighty one (181) work days per year in their regular assignment will be granted vacation on a pro rata basis of the difference between eleven (11) month staff and the actual hours employed per year. Scheduling of vacations will be the responsibility of the building principal. Generally, no vacations will be granted during the two (2) week period immediately following the close of the school year and the two (2) week period prior to the opening of the fall term.

Subd. 1 - Vacation will be granted by the School District based on seniority.

Subd. 2 - Vacation Paychecks will be issued to each staff at the time vacation is taken. Two (2) weeks prior notice shall be given to the human resources so that vacation paychecks can be processed.

Subd. 3 - When a recognized holiday falls within an employee's paid vacation period and such holiday falls on a day the employee would normally either have worked or been excused with pay:

- a. Employees shall have the last day in the preceding or first day of the following week off for which they will be paid at their basic rate.
- b. Employees shall have the option of using this vacation date at some other time agreeable to the building principal.

Subd. 4 - Employees shall be allowed to carry over to the following fiscal year a maximum of five (5) days of unused vacation, non-accumulative.

Section 9.6 Holidays:

Employees will receive pay for the following holidays if the holiday falls within their work year:

Independence Day	New Year's Day
Labor Day	President's Day
Thanksgiving Day	Good Friday
Friday after Thanksgiving	Christmas Eve Day
Memorial Day	Christmas Day

For pay purposes, one (1) day of holiday will be equivalent to the average number of hours worked per day based on the employee's typical weekly schedule.

Subd. 1 - Overtime pay shall be paid for employees who are called upon to work a holiday, plus holiday pay.

Section 9.7 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 9.8 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.

ARTICLE X - JOB VACANCIES

Section 10.1 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 leading candidates, whose background and abilities best meet the requirements and qualifications of the posted position, will be called in for an interview.

The hiring Supervisor will recommend the senior, leading candidate. The selection of the candidate for the position will be made within fourteen (14) working days after completion of the interview process. Seniority shall prevail for all positions and it will be filled by the senior qualified employee who applies.

Any senior applicant not granted a position has the right to request the reasoning behind the administration's rejection of his/her application with the intent being to increase or correct any qualifications that are lacking in order to be considered in future job postings.

ARTICLE XI - GRIEVANCE PROCEDURE

Section 11.1 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 of employment insofar as such matters are contained in this Agreement.

Section 11.2 Representative:

Any person or agent designated by such party to act in his/her behalf may represent the employee, administrator, or School Board during any step of the procedures.

Section 11.3 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 States Postal Service within the time period.

Section 11.4 Time Limitation and Waiver:

Grievances shall not be valid for consideration unless the grievance is submitted in writing to the School Board's designee, setting forth the facts and the specific provision of the agreement allegedly violated and the particular relief sought within twenty days after the date the 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 any alleged grievance informally between the employee and the School Board's designee.

Section 11.5 Adjustments of Grievance:

The School Board and the employee shall attempt to adjust all grievances that may arise during the course of employment of any employee by the School District in the following manner:

Subd. 1 Level I – If the grievance is not resolved through informal discussions, the School Board 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 five days after receipt of the decision in Level I. If a grievance is properly appealed to the Superintendent, the Superintendent or his designee shall set a time to meet regarding the grievance within fifteen days after receipt of the appeal. Within ten days after the meeting, the Superintendent or his designee shall issue a decision in writing to the parties involved.

Subd. 3 Level III – In the event the grievance is not resolved in Level II, the decision rendered may be appealed to the School Board, provided such appeal is made in writing within five days after receipt of the decision in Level II. If a grievance is properly appealed to the School Board, the School Board shall set a time to hear the grievance within twenty days after receipt of the appeal. Within twenty days after the meeting, 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 at this level and report its findings and recommendations to the School Board. The School Board shall then render its decision.

Section 11.6 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 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 11.7 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 11.8 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 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 days following the decisions in Level III of the grievance procedure.

Subd. 2 Prior Procedure Required – No grievance shall be considered by the arbitrator that 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 arbitrator will be selected by the parties alternately striking arbitrators from the list until one is selected. A draw of lots will determine which party strikes first.

Subd. 4 Submission of Grievance Information - Upon appointment of the arbitrator, the appealing party shall within five days after notice or appointment forward to the arbitrator, with a copy to the opposing party, the submission of the grievance which shall include the following:

1. The issue involved.
2. Statement of the facts.
3. Position of the grievant.
4. The written documents relating to Section 5, Article XI of the grievance procedure.

The opposing party shall make a similar submission of information relating to the grievance either before or at the time of the hearing.

Subd. 5 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. 6 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 him shall be final and binding upon the parties, subject, however, to the limitations of arbitration decisions as provided by the PELRA as amended.

Subd. 7 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 that 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 party and at the expense of the requesting party. The parties shall share equally fees and expenses of the arbitrator and any other expenses that 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. 8 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 XII - PUBLIC OBLIGATION

The parties mutually recognize that their first obligation is to the public and that the right of students and residents of the School District to the continuous and uninterrupted operation of the school is of paramount importance. The exclusive representative agrees, therefore, that during the term of this contract Agreement neither the exclusive representative nor any individual employee shall engage in any strike as defined by the PELRA. The parties agree that procedures affecting this article are provided for in PELRA and, therefore, shall not be subject to the grievance or arbitration procedure.

ARTICLE XIII - PROBATION, DISMISSAL, AND LAYOFFS

Section 13.1 Probationary Period:

All new 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 School 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 13.2 Layoff Notice:

Two(2) weeks notice shall be given an employee if he/she is to be laid off.

ARTICLE XIV - RETIREMENT AND RESIGNATION

Section 14.1 Eligibility:

For purposes of determining eligibility for early retirement pay, the first year of hire a unit member must have been employed by June 30 prior to the start of that school year, and every school year thereafter a unit member must have worked (paid benefit days such as holiday, sick leave, etc. are considered as work days) at least 135 duty days exclusive of "special Assignment employment (i.e. Special Summer Assignment, Coaching, etc.) during a single school year (July 1 through June 30) to be deemed to have a "year of service" or a "year of experience" with District 727.

Section 14.2 Resignation Notice:

The District requests that two (2) weeks notice shall be given prior to the employee's resignation.

Subd. 1 Severance: Any staff member who has completed 20 or more years of experience in District No. 727 will be eligible for the following retirement compensation:

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

The rate of pay will be the annual basic contract pay divided by the staff member's work days per year.

Subd. 2 Payment: Early retirement pay shall be payable to the retiring employee in a lump sum on July 1, following the effective date of the employee resignation.

Section 14.3 Extension of Insurance Coverage:

Any employee who retires from the 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 65, the employee will be included in the same insurance risk pool as active employees. The employee shall make payment of monthly premiums in advance to the District. An employee who resigns and is not entitled to the above provision may continue insurance coverage at the employee's own expense for 18 months, subject to law.

Section 14.4 Vacation Pay:

If proper notification is given for a resignation or retirement, accrued vacation pay will be granted.

ARTICLE XV MATCHING TAX DEFERRED SAVINGS PLAN

Section 15.1. 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 a 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 XIV which provide for a severance payment.

Section 15.2 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 15.3 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 though June 30. The District contribution will be pro-rated for eligible part time employees.

Section 15.4. Transition Provisions:

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

ARTICLE XVI – MISCELLANEOUS

Section 16.1 Safety:

The school district and employees shall comply with all regulations and laws of the State of Minnesota and OSHA governing the safety of employees and building occupants.

ARTICLE XVII - DURATION

Section 17.1 Terms 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, as amended. 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 agreed, the parties shall not commence negotiations more than 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 full force and effect.

Section 17.2 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 17.3 Finality:

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

Section 17.4 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.

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 School Services Employees
Local #284 SEIU

For Independent School District 727
Big Lake, MN

Local 284 Business Agent

Chair

Cindy Stoll
Union Representation

Chen Study
Clerk

Sally L James
Union Representative

Condor Anderson
Director of Human Resources

Ratification Date: 9-14-10

Ratification Date: 9-23-10

Signature Date: 10-26-10

Signature Date: 9-23-10

MEMORANDUM OF UNDERSTANDING
Off Schedule Pay Rates

WHEREAS, SEIU, Local 284 Big Lake Secretarial/Paraprofessional Unit and the Big Lake School District have reached an agreement on the contract for ~~2008-2010~~; and

2010-2012 sq.

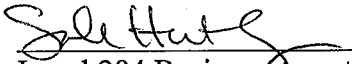
WHEREAS, there are two employees whose hourly wage remains at a rate which exceeds the schedule established for their assigned classification;

THEREFORE, BE IT RESOLVED and agreed that each of the two individual employees will be assigned wage rates representing an increase in an amount equivalent to the percentage applied to the wage schedule for 2010/11 and 2011/12, establishing hourly rates as follows:

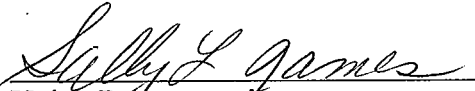
		<u>2010/11</u>	<u>2011/12</u>
Burgess Susan	A12	\$17.34	\$17.64
Janet Malisheski	A12	\$17.34	\$17.64

SEIU LOCAL 284

BIG LAKE SCHOOL DISTRICT ISD 727


Local 284 Business Agent


Director of Human Resources


Union Representative

Dated: 9-23-10