

**AGREEMENT**

Between

**INDEPENDENT SCHOOL DISTRICT NO. 911**

Cambridge, Minnesota

and

**SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL #284**

Representing

**ALL SECRETARIAL AND CLERICAL EMPLOYEES**

of

**INDEPENDENT SCHOOL DISTRICT #911**

Cambridge, Minnesota

Effective July 1, 2005, through June 30, 2007

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## 2005-2007 MASTER AGREEMENT

### ARTICLE I.

#### PURPOSE

THIS AGREEMENT, entered into between the School Board of Independent School District #911, Cambridge, Minnesota, and its duly designated administrators, hereinafter referred to as the School District, and Service Employees International Union No. 284, hereinafter referred to as Exclusive Representative, pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, hereinafter referred to as the P.E.L.R.A. of 1971, as amended, to provide the terms and conditions of employment for all employees employed as secretarial and clerical employees during the duration of this Agreement.

### ARTICLE II.

#### RECOGNITION OF EXCLUSIVE REPRESENTATIVE

**Section 1.** *Recognition:* In accordance with the P.E.L.R.A. of 1971, the School District recognizes the Service Employees International Union No. 284, as the Exclusive Representative for all employees employed as secretarial and clerical employees in Independent School District #911, which Exclusive Representative shall have those rights and duties as prescribed by the P.E.L.R.A. of 1971 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 P.E.L.R.A. of 1971, as amended.

### ARTICLE III.

#### DEFINITIONS

**Section 1.** *Terms and Conditions of Employment:* Shall mean the hours of employment, the compensation therefor, including fringe benefits, and the employer's policies affecting the working conditions of the employees.

Clerical staff, who transfer on or after January 1, 1994 into the unit from another Cambridge-Isanti job classification (i.e. para-professional, custodian, district office), will carry-over benefits if earned in the prior job classification. Benefits that transfer are sick leave accrual, vacation and 403b. Seniority with the previous unit does not transfer into the secretarial unit.

**Section 2.** *Description of Appropriate Unit:* For the purposes of this Agreement, the term "secretarial and clerical employees" shall mean all persons in the appropriate unit employed by the School District in such classifications excluding the following: confidential employees, supervisory employees, essential employees, part-time employees whose services do not exceed the lesser of fourteen (14) hours per week or 35% of the

average work week in the employees bargaining unit, employees who hold positions of a temporary or seasonal character for a period not in excess of 67 working days in any calendar year, and emergency employees.

**Section 3. Other Terms:** Terms not defined in this Agreement shall have those meanings as defined by the P.E.L.R.A. of 1971.

## ARTICLE IV.

### SCHOOL DISTRICT RIGHTS

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

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

**Section 3. Effect of Laws, Rules and Regulations:** The Exclusive Representative recognizes that all employees covered by this Agreement shall perform the services and duties prescribed by the School District and shall be governed by the laws of the State of Minnesota, and by School District rules, regulations, directives, and orders. The Exclusive Representative also recognizes the right, obligation and duty of the School District 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 State and Federal law. Any provisions of this Agreement found to be in violation of any such laws, rules, regulations, directives, or orders shall be null and void and without force and effect.

**Section 4. Reservation of Managerial Rights:** The foregoing enumeration of School District 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 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 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 organizations. Employees in an appropriate unit shall have the right by secret ballot to designate an Exclusive Representative for the purpose of negotiating grievance procedures and the terms and conditions of employment for employees of such unit with the School District.

**Section 3.** *Request for Dues Checkoff:* Employees shall have the right to request and be allowed check off for the employee organization of their selection, provided that dues check off and proceeds thereof shall not be allowed any employee organization that has lost its right to dues check off pursuant to 179.64 to 179.75 of the P.E.L.R..A. of 1971. Upon receipt of a properly executed authorization card of the employee involved, the School District will deduct from the employee's paycheck the dues that the employee has agreed to pay to the employee organization during the period provided for in said authorization.

Deductions may be terminated by the employee by giving thirty (30) days written notice to the School District business office to stop deductions. Deductions shall be made each month and transmitted to the designated organizations, together with a list of names of the employees from whom the deductions were made.

## ARTICLE VI.

### RATES OF PAY

**Section 1.** *The wages and salaries* reflected herein shall be part of the Agreement for the period commencing July 1, 2005, through June 30, 2007. In fiscal year 2006-2007 the Elementary Schools will include the Primary and Intermediate Schools. For the purposes of the Agreement, the secretarial and clerical employees shall be divided into the following classes:

Class I:

*Principal/Director Administrative Assistant*

Cambridge Elementary School  
Isanti Elementary School  
Cambridge Middle School  
Isanti Middle School  
Cambridge-Isanti High School  
Rum River Special Education Cooperative  
Area Learning Center

Class IA:

*Building/Cooperative Administrative Assistant*

Cambridge Elementary School  
Isanti Elementary School  
Cambridge Middle School  
Isanti Middle School  
Cambridge-Isanti High School  
Rum River Special Education Cooperative  
Bus Garage  
Area Learning Center

Class II:

*Program/Department Administrative Assistant*

Cambridge-Isanti High School  
Area Learning Center  
Rum River South  
Food Service  
Rum River Special Education Cooperative  
Counselor Cambridge Middle School  
Counselor Isanti Middle School  
Counselor Cambridge-Isanti High School  
Health Services  
Offset Operator/Receiving

The School District may withhold the increment in individual cases where there is a demonstrable deficiency in the performance of the employee, provided the employee affected

shall receive notice of such action to withhold advancement on the rate progression sequence prior to June 1.

**Section 2. Hours of Service:**

Subd. 1. Basic Week: All secretaries and clerks shall have no more than a five (5) day, forty (40) hour, Monday through Friday week. All employees will be assigned work time schedules by their supervisors and approved by the Superintendent.

Subd. 2. Part-time Employees: Full-time and part-time employees will be designated at the time of hiring. The School District reserves the right to employ such personnel as it deems desirable or necessary on a part-time, casual or emergency basis. To be eligible for insurance benefits, an employee must be employed on a regular basis for at least thirty (30) hours per week.

Subd. 3. Lunch Period: Employees shall be provided a duty free lunch period equal to that of the certified staff.

Subd. 4. Overtime: All authorized work over forty (40) hours per week shall be paid at the overtime rate of time and one-half.

Subd. 5. Probationary Period: New employees shall serve a probationary period of six (6) months.

Subd. 6. Emergency Schedule: In the event of energy shortage, severe weather, or other exigency, the School District reserves the right to modify the school calendar and, if school is closed on a normal duty day(s), the secretary shall perform duties on such other day(s) in lieu thereof as the School District shall determine.

In the event of energy shortage, severe weather, or other exigency, the School District further reserves the right to modify the length of the school day, as the School District shall determine, but with the understanding that the total number of hours per week shall not be increased.

Subd. 7. Resignations: At least two (2) week's notice shall be given by any full-time employee if he/she wishes to resign. Salary adjustments may be made by the School District in lieu of the two-week's notice.

Subd. 8. All pay will be on a time card basis.

**Section 3. Salary Schedule:**

<u>July 1, 2005</u>	<u>Class II</u>	<u>Class IA</u>	<u>Class I</u>
1	14.10	14.71	15.39
2	15.02	15.73	16.49
3	15.94	16.75	17.58
 <u>January 1, 2006</u>			
1	14.10	14.71	15.39
2	15.08	15.79	16.55
3	16.06	16.87	17.71
 <u>July 1, 2006</u>			
1	14.21	14.82	15.51
2	15.20	15.91	16.68
3	16.18	17.00	17.85
 <u>January 1, 2007</u>			
1	14.31	14.93	15.62
2	15.31	16.03	16.80
3	16.31	17.13	17.98

**Section 4. Longevity:**

Starting July 1, 2006, employees with the indicated number of years of service shall receive an hourly increase as listed in recognition of their career service:

10-14 years' experience	\$0.05 per hour
15-19 years' experience	\$0.10 per hour
20 + years' experience	\$0.15 per hour

The School District reserves the right to increase the rate of pay for a specific position(s) in order to be in compliance with pay equity as determined by the Minnesota Department of Employee Relations. This shall be done after ten- (10) days notice to the union.

**Section 5. Salary Advancement:**

Subd. 1. Employees who are hired into this bargaining unit shall be hired at the starting rate, but may be considered for a maximum of step 2 dependent upon clerical skills and experience. An employee shall be eligible for step advancement on July 1 if employed prior to January 1. The School District and Union will attempt to reach consensus on initial placement, however the final decision for placement on step 1 and step 2 on the salary schedule is reserved to the School District. The School District reserves the right to increase the rate of pay for a specific position(s) in order to be in compliance with pay equity as determined by the Minnesota Department of Employee Relations. This shall be done after ten- (10) days notice to the union.

Subd. 2. All advances from one step to the next higher step shall be effective July 1 to coincide with the District fiscal year.

Subd. 3. An employee will be paid his/her regular salary when the employee substitutes for an employee in another classification. If the employee substitutes in another classification for five (5) consecutive days or more, the employee will be paid retroactive to the first day of substitution commensurate with the proper classification.

**Section 6. Tax Sheltered Annuity:**

Subd. 1. Beginning contract year July 1, 2002-03, staff who have completed at least five years of service with the School District and who work at least 30 hours per week, shall be eligible to participate in a 403b matching contribution plan based on the following years of experience:

	2005-06	2006-07
5 – 9 years’ experience	\$200	\$250
10 –14 years’ experience	\$300	\$350
15-19 years’ experience	\$400	\$450
20 plus years’ experience	\$500	\$550

Subd. 2 The School District shall contribute annually an amount equal to the amount contributed by the employee according to Subd. 1.

Subd. 3. The maximum career matching contribution by the School District shall be \$5,000 (five thousand dollars).

Subd. 4. A salary reduction authorization agreement must be completed by the eligible employee by October 1 of the school year for the employee to initiate or change contributions in the 403b matching contribution plan for that school year.

Subd. 5. Secretarial or clerical staff hired before July 1, 2002 will continue to be covered under the termination sick leave pay in Article VII. The School District shall, however, subtract any amount paid to the 403b matching contribution from the amount eligible employees would be guaranteed in the termination sick leave benefit.

**ARTICLE VII.**

**LEAVES OF ABSENCE**

**Section 1. Sick Leave:**

Subd. 1. All employees shall earn sick leave at the rate of one (1) day for each calendar month of service in the employ of the School District.

Subd. 2. Unused sick leave days may accumulate to a maximum credit of one hundred twenty (120) days of sick leave per employee. Employees eligible for long term disability will not receive sick leave pay beyond ninety (90) days.

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

Subd. 4. The School District may require an employee to furnish a medical certificate from the school health officer or from a qualified physician as evidence of illness, indicating such absence was due to illness, in order to qualify for sick leave pay. However, the final determination as to the eligibility of an employee for sick leave is reserved to the School District.

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

Subd. 6. Sick leave allowed shall be deducted from the accrued sick leave days earned by the employee.

Subd. 7. Sick leave may be used in cases of serious illness in the immediate family as defined: wife, husband, children, sisters, brothers, parents, father-in-law and mother-in-law. However, the final determination as to the eligibility of an employee for sick leave is reserved to the School District. Sick leave use for an ill or disabled child shall be governed by applicable statutes.

Subd. 8. Employees with ten (10) or more years of service upon termination shall receive pay for 35% of accumulated sick leave days, not to exceed one hundred twenty (120) days.

Subd. 9. After accumulating one hundred twenty (120) days of sick leave an employee may "trade in" additional sick leave days at the rate of two (2) sick leave days for one (1) vacation day.

**Section 2. *Child Care Leave and Long Term Medical Leave for Immediate Family Members:***

Subd. 1. A child care leave or long term medical leave for immediate family members may be granted by the School District, subject to the provisions of this section. Child care leave may be granted because of the need to prepare and provide parental care of a child or children of the secretary for an extended period of time. Long term medical leave for immediate family members may be granted because of the need to provide care for an ill or disabled immediate family member as defined in Section 1., Subd. 7 of this Section for an extended period of time.

Subd. 2. A secretary making application for child care leave or a long term medical leave for an immediate family member shall inform the Superintendent in writing of intention to take the leave at least three (3) calendar months before commencement of the intended leave. In the event of an emergency the School District has the right to waive or adjust the prior notification requirement.

Subd. 3. If the reason for the child care leave is occasioned by pregnancy; a secretary may elect to utilize sick leave pursuant to the sick leave provisions of this Agreement. Unpaid child care leave may be granted after the physical disability period, provided the person works to the time of the disability and commences the child care leave (unpaid) thereafter. A pregnant secretary will also provide at the time of the leave application a statement from her physician indicating the expected date of delivery.

Subd. 4. The School District may adjust the proposed beginning or ending date of a child care leave or long term medical leave for an immediate family member, so that the dates of the leave are coincident with some natural break in the year - i.e., winter vacation, spring vacation, semester break or quarter break, ending of a grading period, end of the school year, or the like.

Subd. 5. In making a determination concerning the commencement and duration of a child care leave or long term medical leave for an immediate family member, the School District shall not, in any event, be required to:

1. Grant any leave more than twelve (12) months in duration.
2. Permit the secretary to return to his/her employment prior to the date designated in the request for child care leave or long term medical leave for an immediate family member.

Subd. 6. A secretary returning from child care leave or long term medical leave for an immediate family member shall be re-employed in a position which he/she is qualified, unless previously discharged or placed on unrequested leave. The School District will retain the authority for placement; however, an effort will be made to place the returning secretary in a position comparable to the assignment prior to the child care leave or long term medical leave for an immediate family member.

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

Subd. 8. The parties agree that the applicable periods of probation for secretaries are intended to be periods of actual service, enabling the School District to have the opportunity to evaluate a secretary's performance. The parties agree that periods of time for which the secretary is on child care or long term medical leave for an immediate family member shall not be counted in determining the completion of the probationary period.

Subd. 9. A secretary who returns from child care leave or long term medical leave for an immediate family member within the provisions of this section shall retain all previous experience credit for pay purposes and any unused leave time accumulated under the provisions of the Agreement at the commencement of the beginning of the leave. The secretary shall not accrue additional experience credit for pay purposes or leave time during the period of absence for child care or long term medical leave for an immediate family member.

Subd. 10. A secretary on child care leave or long term medical leave for an immediate family member is eligible to participate in group insurance programs if permitted under the insurance policy provisions, but shall pay the entire premium for such programs as the secretary wishes to retain, commencing with the beginning of the child care leave or long term medical leave for an immediate family member. The right to continue participation in such group insurance programs, however, will terminate if the secretary does not return to the School District pursuant to this section.

Subd. 11. Leave under Section 2 shall be without pay except for those leaves granted pursuant to the sick leave provisions of this Agreement. Group health insurance may be continued at the option and expense of the secretary.

Subd. 12. A leave of absence without pay for the purpose of adopting a child will be granted by the School District for a period commencing as of the date of placement and continuing for a period of up to twelve (12) months. Written application for such leave must be submitted at least thirty (30) days prior to the date of commencement of the leave. Other provisions shall be the same as for child care leave, except that in no event shall two members of the same family employed in the system be granted such leave at the same time.

**Section 3. Funeral Leave:**

Subd. 1. An employee may be granted funeral leave for deaths or funerals in the employee's family pursuant to the rules of this section.

Subd. 2. Up to five (5) days may be allowed in the case of the death of the employee's father, mother, father-in-law, mother-in-law, sister, brother, husband, wife, son, or daughter.

Subd. 3. Up to three (3) days may be allowed in the case of the death of the employee's grandparents, grandchildren, or employee's brother-in-law, or sister-in-law.

Subd. 4. Up to one (1) day may be allowed in the case of the death of the employees aunt or uncle.

Subd. 5. The specific amount of the leave allowed under the section will be within the discretion of the School District, and more or less funeral leave may be allowed than provided in this section, depending upon the particular circumstances surrounding each case. If additional days are required, sick leave may be used.

**Section 4. Temporary Leave of Absence:** To comply with the requirements of the P.E.R.A. (Public Employees Retirement Association) any employee covered by this Agreement will be granted a temporary leave of absence if the term of their employment is less than twelve (12) months per year. The sole purpose of this leave of absence is to insure all secretaries and clerical employees the benefits of P.E.R.A.

**Section 5. Workers' Compensation:**

Subd. 1. Upon the request of an employee who is absent from work as a result of a compensable injury under the provisions of the Workers' Compensation Act, the School District will pay the difference between the compensation received pursuant to the Workers' Compensation Act by the employee and the employee's regular rate of pay, to the extent of the employee's earned accrual of sick and/or vacation pay.

Subd. 2. A deduction shall be made from the employee's accumulated vacation or sick pay leave accrual time according to the pro rata portions of days of sick leave or vacation time which is used to supplement Workers' Compensation.

Subd. 3. An employee who is absent as a result of an injury compensable under the Workers' Compensation Act who elects to receive sick leave or vacation pay pursuant to this policy shall not cash his Workers' Compensation check, but shall deliver it to the School District business office. The School District business office shall, in turn, issue a check to the employee in accordance with Subd. 1. and Subd. 2. of this section.

Subd. 4. Such payment shall be paid by the School District to the employee only during the period of disability.

Subd. 5. In no event shall the additional compensation paid to the employee by virtue of sick leave or vacation pay result in payment of total daily, weekly, or monthly compensation that exceeds the normal compensation of the employee.

Subd. 6. Work time loss of three (3) days or less for Workers' Compensation will not be deducted from the employee's sick leave.

**Section 6. Jury Duty Pay:** All employees shall be granted pay by the School District of the difference between their regular pay and jury duty pay if required to serve on jury duty.

**Section 7. Effective July 1, 2001 Personal Leave:** Each employee may take up to two (2) days of leave per fiscal year with pay for personal and/or emergency reasons. Unused personal leave days may accumulate, with one (1) day carryover, up to a maximum of three (3) days. A personal leave day must be scheduled at least three (3) workdays in advance of the proposed personal day except in emergency circumstances. An employee need not give a reason for the personal leave, but may be asked for an explanation if the request is made within three (3) workdays of the personal day. The leave may be used in minimum amounts of two (2) hours but must be used in full hour units. The School District also has the right to grant additional leave, depending upon the particular circumstance surrounding each case.

## ARTICLE VIII.

### SENIORITY RIGHTS

**Section 1. Purpose:** The purpose of seniority is to provide a declared policy as to the order of layoff and recall of employees. Employees with the least continuous service shall be laid off first when consistent with the section of this Article. If any opening subsequently occurs, the laid off employee with the most continuous service shall be the first recalled if qualified for the position. If a former employee elects not to work when recalled, he/she shall then lose his/her seniority rights. 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. Maternity leave shall not detract from or add to seniority.

A current seniority list shall be posted each year. Such posting shall include the employee's present class and salary step.

**Section 2. Order of Layoff:**

Subd. 1. If a Class I secretary is to be laid off or reduced ½ hour or more per day, or enough to cause a loss of insurance benefits and has seniority, that secretary may displace the least senior Class IA having the nearest equivalent daily hours, or the least senior Class II having the nearest equivalent daily hours (provided the secretary is qualified for that position).

Subd. 2. If a Class IA secretary is to be laid off or reduced ½ hour or more per day, or enough to cause a loss of insurance benefits and has seniority, that secretary may displace the

Class IA secretary with the least seniority having the nearest equivalent daily hours, the Class II secretary with the least seniority having the nearest equivalent daily hours (provided the secretary is qualified for that position).

Subd. 3. If a Class II secretary is to be laid off or reduced ½ hour or more per day, or enough to cause a loss of insurance benefits and has seniority, the secretary may displace the Class II secretary with the least seniority having the nearest equivalent daily hours (provided the secretary is qualified for that position).

Subd. 4. In no case shall a secretary displace another employee with greater seniority.

Subd. 5. This section shall be effective January 23, 1992.

**Section 3.** *Recall:* Recall shall be consistent with the procedure established in Section 1 of this Article. An employee who is on layoff status shall have the duty to inform the district in writing of where the School District may reach her or him. When the School District recalls an employee, it will send a certified letter to the address of record for the employee and shall state a reasonable period of time in the letter within which the employee must respond to the recall notice. If the employee does not timely respond to the notice or if the employee does not adequately inform the School District of where s/he can be reached, the employee shall lose recall rights. All recall and seniority rights terminate two (2) years from lay off date.

## ARTICLE IX.

### VACANCIES

**Section 1.** *Posting:* New positions or vacancies of more than thirty (30) days duration will be posted internally for a period of five (5) work days. Internal applicants for posted positions must submit their bids to the proper office, in writing, and duplicate copies to the Local Steward prior to the close of posting. External postings for vacancies of more than 30 days duration will occur if no qualified internal applicants apply. All postings will state the required qualifications and skills for the position. Final decision, however, for employment, advancement, transfer, or promotion will be made by the employer, after considering qualifications and seniority of applicants.

**Section 2.** *Selection of Applicant:* If one or more employees who are current members of this bargaining unit apply for a posted position, the district will first determine which, if any, of these internal applicants are qualified and have the required skills for the position. First opportunity to fill a posted position will go to internal applicants who are qualified and have the required skills for the posted position who currently occupy the same or higher classification. If there are no applicants from the same or higher classification who are qualified and hold the required skills, the next opportunity to fill the posted position will go to applicants who are qualified, hold the required skills, and who are currently members of this unit. If no internal applicants are qualified and hold the required skills for the position, the district may hire an applicant from outside the bargaining unit to fill the position.

## ARTICLE X.

### GROUP INSURANCE

**Section 1. Selection of Carrier:** The selection of the insurance carrier and policy shall be made by the School District, after reviewing the recommendations of the insurance committee composed of faculty and other employee representatives.

**Section 2. Insurance:**

**Subd. 1.** Insurance: The School District shall provide all secretarial and clerical employees who are designated as full-time and who work more than thirty (30) hours per week all insurance, and pay the premiums for such coverage as provided for faculty and other full-time employees.

**Subd. 2.** Duration of Insurance Contributions: An employee is eligible for School District contributions as provided in this Article X. as long as the employee is employed by Independent School District #911. Upon termination of employment, all School District participation and contributions shall cease effective on the last working day. If, upon termination of employment an employee so elects, he/she may continue insurance coverage pursuant to applicable state and Federal statutes.

**Section 3.** The appropriate unit hereby warrants that it will defend and hold the School District harmless from any and all actions, suits and claims initiated by members of this appropriate unit arising from or concerning the amounts of School District contributions toward insurance premiums.

## ARTICLE XI.

### HOLIDAYS AND VACATIONS

**Section 1. Holidays:** All employees shall have the holidays that fall within their work year off, with pay. Any of the holidays that fall within an employee's vacation period shall not count as a vacation day.

Holidays: Labor Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Eve Day  
Christmas Day  
New Year's Day  
Martin Luther King Day  
Presidential Holiday  
Good Friday  
Memorial Day  
4th of July

**Section 2.** If a secretary or clerk is required to work on an agreed holiday, he/she will receive either a) a mutually agreed to substitute day, or b) holiday pay plus his/her regular rate for working that day.

**Section 3. Vacation Allowance:**

Subd. 1. 12 month employees:  
After 6 calendar months – 5 days  
After 1 calendar year- 10 days  
After 5 calendar years – 15 days  
After 10 calendar years – 17 days  
After 15 calendar years – 20 days

Subd. 2. Employees who work 11 months shall receive 11/12 of the above schedule. Employees working less than 11 months shall receive 10/12 of the above schedule. Employees who work less than 12 months must take vacations when school is not in session, except those employees whose primary duties do not include student contact may utilize their vacation on pupil school days upon approval of their building principal. Five vacation days may be taken by those employees whose primary duties include student contact while school is in session with the approval of the building principal.

Subd. 3. All vacation will be considered earned during the agreement year and must be taken before September 1 of the following agreement year or be lost.

Subd. 4. Employees working less than 12 months shall be advanced their vacation to enable them to receive a paid vacation during the winter break.

Subd. 5. For the purposes of computing vacation, employees commencing employment on the normal starting date of the position shall be credited with one (1) full year for the determination of vacation accrual.

Subd. 6. Employees working less than thirty (30) hours per week shall receive their vacation allowance based on the pro rata proportion of schedule as described in Subd. 1 and 2 of this Article.

**ARTICLE XII.**

**WORKSHOPS AND CONVENTIONS**

**Section 1.** The sum of Seven Hundred Dollars (\$700.00) per year shall be budgeted for travel, workshop and convention expenses of secretaries and clerks. Requests for attendance at all-expense paid workshops and conventions must have the approval of the principal or supervisor and the Superintendent prior to the meetings.

**Section 2.** The School District shall pay the cost of any training course for a qualification the School District requires a current employee to have. When possible, the training or courses will be offered on staff development days.

**ARTICLE XIII.**

**GRIEVANCE PROCEDURE**

**Section 1. Grievance Definition:** A “grievance” shall mean an allegation by a secretarial or clerical employee resulting in a dispute or disagreement between the secretarial or clerical 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 2. Representative:** The secretarial or clerical employee, administrator or School District may be represented during any step of the procedure by any person or agent designated by such party to act in his/her behalf.

**Section 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 weekdays excluding Saturday, Sunday and legal holidays as defined by Minnesota Statutes.

**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 bears a postmark of the United States mail within the time period.

**Section 4. Time Limitation and Waiver:** Grievances shall not be valid for consideration unless the grievance is submitted in writing to the School District designee, setting forth the facts and specific provisions of the Agreement allegedly violated and the particular relief sought, within thirty (30) days after 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 any 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 secretarial or clerical employee and the School District designee.

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

**Subd.1.** Level I - If the grievance is not resolved through informal discussion, 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, provided such an 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 his or her designee shall meet regarding the grievance within fifteen (15) days after receipt of the appeal. Within ten (10) days after the meeting, the Superintendent or his or her 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 an appeal is made in writing within ten (10) days after receipt of the decision in Level II. If a grievance is properly appealed to the School Board, the School District shall hear the grievance within twenty (20) days after the receipt of the appeal. Within twenty (20) days after the meeting the School Board shall issue its decision in writing to the parties involved. At the option of the School Board, a committee or representative(s) of the School District 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 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 intentions 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 affirm, reverse, or modify such decision. Time limits for hearing and decision shall be the same as provided in Section 5, Subd. 3., of this Article, and appeal can be taken directly to arbitration within the same time limits as provided in Section 8, Subd. 1., of this Article.

**Section 7. Denial of Grievance:** Failure of the School District or its representative to issue a decision within the time periods provided herein shall constitute a denial of the grievance, and the secretarial or clerical employee may appeal it to the next level.

**Section 8. Arbitration Procedures:** In the event that the employee and the School District 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 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: The employer and the Employee Representative shall endeavor to select a mutually acceptable arbitrator to hear and decide the grievance. If the employer and the Employee Representative are unable to agree on an arbitrator, they may request from the Director of the Bureau of Mediation Services, State of Minnesota, a list of five (5) names. The list maintained by the Director of the Bureau of Mediation Services shall be made up of qualified arbitrators who have submitted an application to the Bureau. The parties shall alternately strike names from the list of five (5) arbitrators until only one (1) name remains. The remaining arbitrator shall hear and decide the grievance. If the parties are unable to agree on who shall strike the first name, the question shall be decided by a flip of

the coin. Each party shall be responsible for equally compensating the arbitrator for his fee and necessary expenses. The arbitrator shall not have the power to add, to subtract from, or to modify in any way the terms of the existing contract.

The decision of the arbitrator shall be final and binding on all parties to the dispute unless the decision violates any of the laws of the State of Minnesota rules or regulations or provisions promulgated thereunder, or municipal charters or ordinances resolutions enacted pursuant thereto, or which causes a penalty to be incurred thereunder. The decision shall be issued to the parties by the arbitrator, and a copy shall be filed with the Bureau of Mediation Services, State of Minnesota.

Processing of all grievances shall be during the normal workday whenever possible, and employees shall not lose wages due to their necessary participation. For purposes of this paragraph, employees entitled to wages during their necessary participation in a grievance proceeding are as follows:

- a) The number of employees equal to the number of persons participating in the grievance proceeding on behalf of the public employer; or
- b) If the number of persons participating on behalf of the public employer is less than three, three employees may still participate in the proceedings without loss of wages.

Subd. 4. Submission of Grievance Information: Upon appointment of the arbitrator, the appealing party shall, within five (5) days after the notice of appointment, forward to the arbitrator, with a copy to the School District, the submission of the grievance, which shall include the following:

- a) The issues involved
- b) Statements of the facts
- c) Position of the grievant
- d) The written documents relating to Section 5, Article XIII. of the grievance procedure.

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

Subd. 5. 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 to designate, and the parties shall have a right to a hearing, at which time both parties will have the opportunity to submit evidence, offer testimony and make oral and 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 (30) 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 P.E.L.R.A. of 1971.

Subd. 7. Expenses: Each party shall bear its own expense in connection with arbitration, including expenses relating to the party's representatives, witnesses, and any other expenses which the party incurs in connection with presenting its case for arbitration. A transcript or recording shall be made of 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. 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 terms or 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 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 XIV.

### DURATION

**Section 1.** *Term and Reopening Negotiations:* This Agreement shall remain in full force and effect for a period commencing on July 1, 2005, through June 30, 2007, and thereafter until modifications are made pursuant to the P.E.L.R.A. OF 1971. If either party desires to modify or amend this Agreement commencing at its expiration, it shall give written notice of such intent no later than ninety (90) days prior to said expiration. Unless otherwise mutually agreed, the parties shall not commence negotiations more than ninety (90) days prior to the expiration of this Agreement.

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

**Section 3.** Provisions of this Agreement are severable, and if any provisions thereof or the application of any such provisions under any such circumstances is held to be invalid or void, it shall not affect any other provision of this Agreement or the application of any provision thereof under different circumstances.

**Section 4.** Any and all prior agreement, resolutions, practices, policies, rules, and regulations regarding terms and conditions of employment, to the extent inconsistent with the provisions of this Agreement, are hereby superseded.

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

FOR: Service Employees International Union  
Local #284/Secretarial and Clerical  
450 Southview Boulevard  
South St. Paul, Minnesota 55075

FOR: Independent School District #911  
315 7th Lane NE  
Cambridge, Minnesota 55008

\_\_\_\_\_  
Steward

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Union Representative

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Chief Board Negotiator

Dated this \_\_\_\_\_ day of \_\_\_\_\_,  
\_\_\_\_\_, 200\_\_\_\_\_

Dated this \_\_\_\_\_ day of \_\_\_\_\_,  
\_\_\_\_\_, 200\_\_\_\_\_