

11-2-2005

AGREEMENT

between

Chisago Lakes Area Schools, ISD #2144

and

SECRETARIAL, CLERICAL & PARAPROFESSIONAL

School Service Employees Local #284

2005-2006

and

2006-2007

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ARTICLE I: PURPOSE

Section 1. Parties: THIS AGREEMENT is entered into between Chisago Lakes Area Schools, ISD # 2144, Lindstrom, Minnesota, hereinafter referred to as the “school district”, and the School Services Employees Local #284, hereinafter referred to as “exclusive representative”, pursuant to and in compliance with the Public Employment Labor Relations Act of 1971 as amended, hereinafter referred to as the P.E.L.R.A., to provide the terms and conditions of employment for Secretarial, Clerical and Paraprofessional 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., the school district recognizes School Service Employees Local #284 as the exclusive representative for Secretarial, Clerical and Paraprofessional Employees employed by the school district, which exclusive representative, shall have those rights and duties as prescribed by the P.E.L.R.A. and as described in the provisions of this Agreement.

Section 2. Appropriate Unit: The exclusive representative shall represent all such employees of the District contained in the appropriate unit as defined in Article III, Section 2 of this Agreement and the P.E.L.R.A. and in certification by the Director of Mediation Services, if any.

ARTICLE III: DEFINITIONS

Section 1. Terms and Conditions of Employment: The term “terms and conditions of employment” means the hours of employment, the compensation therefor including fringe benefits except retirement contributions or benefits, and the employer’s personnel policies affecting the working conditions of the employees. The terms in both cases are subject to the provisions of P.E.L.R.A. regarding the rights of public employers and the scope of negotiations.

Section 2. Description of Appropriate Unit: For the purpose of this Agreement, the term “Secretarial, Clerical and Paraprofessional Employees” shall mean all persons in the appropriate unit employed by the school district in such classifications excluding the following: confidential employees, supervisory employees, essential employees, part-time employees whose services do not exceed the lesser of 14 hours per week or 35 percent of the normal work week in the employees bargaining unit, employees who hold positions of a temporary or seasonal character for a period not in excess of 67 working days in any calendar year and emergency employees.

Section 3. School District: For purposes of administering this Agreement, the term “school district” shall mean the School Board or its designated representative.

Section 4. Other Terms: Terms not defined in this Agreement shall have those meanings as defined by the P.E.L.R.A.

ARTICLE IV: SCHOOL BOARD RIGHTS

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

Section 2. Management Responsibilities: The exclusive representative recognizes the right and obligation of the School Board to efficiently manage and conduct the operation of the school district within its legal limitations and with its primary obligation to provide educational opportunity for the students of the school district.

Section 3. Effect of Laws, Rules and Regulations: The exclusive representative recognizes that all employees covered by this Agreement shall perform the services prescribed by the School Board and shall be governed by the laws of the State of Minnesota, and by school board rules, regulations, directives and orders, issued by properly designated

officials of the school district. The exclusive representative also recognizes the right, obligation and duty of the School Board and its duly designated officials to promulgate rules, regulations, directives and orders from time to time as deemed necessary by the School Board insofar as such rules, regulations directives and orders are not inconsistent with the terms of this Agreement. The exclusive representative also recognizes that the School Board, all employees covered by this Agreement, and all provisions of this Agreement are subject to the laws of the State of Minnesota, Federal laws, rules and regulations of the State Board of Education, and valid rules, regulations and orders of State and Federal governmental agencies. Any provision of this Agreement found to be in violation of any such laws, rules, regulations, directives or orders shall be null and void and without force and effect.

Section 4. Reservation of Managerial Rights: The foregoing enumeration of rights and duties shall not be deemed to exclude other inherent management rights and management functions not expressly reserved herein, and all management rights and management functions not expressly delegated in the Agreement are reserved to the school district.

ARTICLE V: EMPLOYEE RIGHTS

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

Section 2. Right to Join: Pursuant to P.E.L.R.A., employees shall have the right to form and join labor or employee organizations, and shall have the right not to form and join such organizations. Employees in an appropriate unit shall have the right 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 Check-Off: The exclusive representative shall be allowed dues check-off for its members, provided that dues check-off and the proceeds thereof shall not be allowed to any exclusive representative that has lost its right to dues check-off, pursuant to P.E.L.R.A. Upon receipt of a properly executed authorization card of the employee involved, the school district will deduct from the employee's paycheck the dues that the employee has agreed to pay to the employee organization in equal installments from each paycheck from September 30 through June 30. Twelve month employees will have the dues deduction taken in equal installments from each paycheck from July 15 through June 30.

Section 4. Fair Share Fee: In accordance with P.E.L.R.A., any employee included in the appropriate unit who is not a member of the exclusive representative may be required by the exclusive representative to contribute a fair share fee for services rendered as exclusive representative. The fair share fee for any employee shall be in an amount equal to the regular membership dues of the exclusive representative, less the cost of benefits financed through the dues and available only to members of the exclusive representative, but in no event shall the fee exceed 85 percent of the regular membership dues.

The exclusive representative shall provide written notice of the amount of the fair share fee assessment to the Director, the school district, and to each employee to be assessed the fair share fee.

A challenge by an employee or by a person aggrieved by the assessment shall be filed in writing with the Director, the school district, and the exclusive representative within thirty (30) days after receipt of the written notice. All challenges shall specify those portions of the assessment challenged and the reasons therefor, but the burden of proof relating to the amount of the fair share fee shall be on the exclusive representative. The school district shall deduct the fee from the earnings of the employee and transmit the fee to the exclusive representative thirty (30) days after the written notice was provided, or, in the event a challenge is filed, the deductions for a fair share fee shall be held in escrow by the school district pending a decision by the Director, BMS or Court. Any fair share challenge shall not be subject to the grievance procedure.

The exclusive representative hereby warrants and covenants that it will defend, indemnify and save the school district harmless from any and all actions, suits, claims, damages, judgments and executions or other forms of liability, liquidated or unliquidated, which any person may have or claim to have, now or in the future, arising out of or by reason of the deduction of the fair share fee specified by the exclusive representative as provided herein.

ARTICLE VI: RATES OF PAY

Section 1. Rates of Pay:

Subd. 1. The wages and salaries reflected in the salary schedule attached hereto, shall be a part of the Agreement for the period commencing July 1, 2005 through June 30, 2007.

Subd. 2. During the duration of this Agreement, advancement on any salary schedule shall be subject to the terms of this Agreement. In the event a successor Agreement is not entered into prior to the expiration of this Agreement, an employee shall be compensated according to the current rate until a successor Agreement is entered into.

Subd. 3. An individual employee's salary advancement is subject to the right of the school district to withhold salary increases for good and sufficient grounds. An action withholding a salary increase shall be subject to the grievance procedure.

Subd. 4. Employees will be paid on the 15th and the last day of each month.

Subd. 5. Overtime will begin for hours paid in excess of 40 hours per week, based on a Sunday through Saturday week with *prior* written approval by the employee's supervisor (except in the case of an emergency). Overtime will be paid at one and one-half times the regular rate of pay.

Section 2. Placement on Schedule and Step Movement: If a person is employed prior to or on February 15th of the current year, he/she will be placed on the salary schedule the next year as if he/she had received one full year's experience with the district. People employed after February 15th will not receive an experience factor and will stay on the same step the following year. Each employee will advance one step on the salary schedule each year upon completion of satisfactory job performance and meeting the above stated requirements as long as the salary range has a step the employee can advance to. This provision shall apply to new employees.

Section 3. Movement Between Pay Scales: An employee who moves from one job to a job included on a higher pay scale shall be placed on the new scale at the first step which reflects a rate at least \$.25 (twenty-five cents) per hour higher than the rate the employee earned on the original scale. An employee who moves from one job to a job included on a lower pay scale shall be placed on the new scale at the step that causes the least amount of pay reduction to the employee. Employees who change classification at any time during the year will retain their original seniority date and shall be eligible for step movement without respect to the classification change.

Section 4. Longevity: An employee will receive the following increases to the hourly rates included in the salary schedule when the employee begins the indicated number of consecutive years of service to the District, effective on July 1. An employee whose actual anniversary date is July 1 through February 15 shall receive longevity pay starting July 1 before the employee's actual anniversary date. An employee whose actual anniversary date is from February 16 through June 30 shall receive longevity pay starting July 1 following the employee's actual anniversary date.

	<u>2005-2006</u>	<u>2006-2007</u>
11 th through 14 th year	\$.30	\$.35
15 th through 19 th year	\$.40	\$.45
20 th year & beyond	\$.45	\$.50

Section 5. Substituting for Teachers: Any member of this bargaining unit who substitutes for a teacher or otherwise performs work normally performed by a teacher for a time block of at least one (1) hour will be compensated at the established teacher substitute rate or the employee's own regular rate, whichever is greater.

ARTICLE VII: GROUP INSURANCE

Section 1. Insurance Benefits: Insurance benefits will be available to all employees who are scheduled to work 30 hours or more per week.

Section 2. Selection of Carrier: The selection of the insurance carrier and policy shall be made by the school district as provided by law. The school district will maintain an employee insurance advisory committee, on which no fewer than four (4) members of this bargaining unit, to be selected by the unit, may serve.

Section 3. Health & Hospitalization - **Single Coverage:** The school district shall contribute the following sums toward the premium for single hospitalization coverage of each eligible secretarial, clerical and paraprofessional employee who is qualified for and is enrolled in the school district's group health and hospitalization plan. Any additional cost of the premium shall be borne by the employee and paid by payroll deduction.

2005-2006	\$4,350
2006-2007	\$4,480

Section 4. Health & Hospitalization - **Dependent Coverage:** The school district shall contribute the following sums toward the premium for dependent hospitalization coverage of each eligible secretarial, clerical and paraprofessional employee who is qualified for and is enrolled in the school district's group health and hospitalization plan. Any additional cost of the premium shall be borne by the employee and paid by payroll deduction.

2005-2006	\$ 10,780
2006-2007	\$ 10,780

Section 5. **Long Term Disability Insurance:** The school district shall contribute the premium for Long Term Disability insurance for each eligible secretarial, clerical and paraprofessional employee employed by the school district who qualifies for and is enrolled in the school district group long term disability plan.

Section 6. Dental - **Single Coverage:** The school district shall contribute the following sums toward the premium for single dental coverage of each eligible secretarial, clerical and paraprofessional employee who is qualified for and is enrolled in the school district's group dental plan. Any additional cost of the premium shall be borne by the employee and paid by payroll deduction.

2005-2006	\$380
2006-2007	\$405

Section 7. Dental - **Dependent Coverage:** The school district shall contribute the following sums toward the premium for dependent dental coverage of each eligible secretarial, clerical and paraprofessional employee who is qualified for and is enrolled in the school district's group dental plan. Any additional cost of the premium shall be borne by the employee and paid by payroll deduction.

2005-2006	\$1,075
2006-2007	\$1,075

Section 8. **Life Insurance:** The school district shall provide a term life insurance policy in the amount of \$30,000 for each eligible employee.

Section 9. **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 10. Duration of Insurance Contribution: An employee is eligible for school district contributions as provided in this Article as long as s/he is employed by the school district. If an employee retires and is eligible to receive a disability benefit or public pension, and if the employee is enrolled in the health insurance program at the time of retirement, s/he may elect to continue to participate in the health insurance program indefinitely by paying the entire premium at his/her own expense pursuant to M.S. 471.61, Subd. 2b.

Section 11. Eligibility: Benefits provided in this Article are designed for regular personnel as described in Article III, Section 2, and shall not apply to part-time personnel.

Section 12. Physical Examination: A complete physical examination may be required by the school district. Such physical examination shall be at the district's expense. Prior approval for a physical examination will be given by the Director of Business Services.

Section 13. Health Examination: Any secretarial, clerical or paraprofessional personnel whose condition of physical or mental health is thought to be adverse to the welfare of the pupils or other employees may be required to undergo a health examination by a licensed physician at the expense of the school district to assess that employee's ability to perform his/her job.

Section 14. – VEBA – Establishment of a VEBA (Variable Employee Benefit Account) with health reimbursement arrangements for active employees:

Subd 1. Establishment of VEBA: Effective October 1, 2006, the School District may make available a VEBA Plan and Trust to all qualified bargaining unit members who exercise their option to enroll in the high deductible health insurance program offered in Section 14, Subd. 2 b) of this Article. It is intended that this arrangement constitute a voluntary employees' benefit association under Section 501 (c) (9) of the Internal Revenue Code. The School District will specify in the adoption Agreement for the VEBA Plan document before the first day of the FSA (Flexible Spending Account) plan year that eligible health expenses will be paid from the FSA first, until the individual's FSA account is exhausted, and from the VEBA Plan second.

Subd 2. Benefits Provided through the VEBA: The School District will provide the following welfare benefits through the VEBA Plan: a health reimbursement arrangement for active employees described in summary and attached as VEBA Attachment No. 1, if the plan is offered.

Subd. 3. Payment of Administrative Fee: Administrative fees allocable to individual accounts of active employees who are active participants in the VEBA Plan shall be paid from the Employee account for the term of this Agreement. Administrative fees allocated to individual accounts of active employees who have accrued a balance in the VEBA Plan, but changed coverage, so they are no longer entitled to Employer contributions, shall be paid from the Employee account. Administrative fees allocated to the individual accounts of former employees, including retirees, shall be paid from the Employee account. If the VEBA Plan is terminated, or if Employer contributions cease by arrangement between the parties, administrative fees shall be paid from the Employee account.

Subd. 4. Employer Contributions to the Health Care Reimbursement Arrangements for Active Employees:

- a) Contributions to the Active Employees Plan: School District will make an annual contribution of \$700 for a single VEBA plan and \$1,400 for a dependent VEBA plan for qualifying bargaining unit members who are enrolled in the high deductible health insurance plan selected in this Section. The School District will make one-half of the contribution on the first day of the new plan year (October 1) and the second one-half six months later (the following March 1). Any Employee who leaves the School District prior to the end of the plan year will reimburse the School District on a pro rata basis for any unused portion of the VEBA trust. This amount will be deducted from the Employee's final paycheck. The Employee has the option of presenting documentation validating deductible expenses as per the health plan. There will be no VEBA contribution for those hired after October 1 of each school year.

- b) School District Premium Contributions: The School District shall make available a high deductible health plan described in summary and will be attached as Insurance Attachment No. 1 if the plan is offered, to all eligible bargaining unit members who elect to participate in said plan. With respect to eligible bargaining unit members, effective October 1, 2006, the School District will contribute \$3,960 toward the cost of single and \$10,050 toward the cost of family for the high deductible group health coverage for the 2006-2007 school year, if the VEBA plan is offered. The employee will pay the remaining cost of the premium through payroll deduction.

ARTICLE VIII: LEAVE OF ABSENCE

Section 1. Sick Leave:

Subd. 1. Accrual: Regular employees shall earn sick leave for each month of service with regard to the employee's contract while in the employ of the school district. Annual sick leave shall accrue monthly as it is earned on a proportionate basis to the employee's work year as shown in the table below. A month is considered to be 20 paid days. If the employee works in an uncontracted bargaining unit position during the summer months, sick leave may be used during that time but will not accrue.

<u>Work year length (Months)</u>	<u>Days earned</u>
12	15
11	13
9-10	10

Subd. 2. Maximum Accumulation: Unused sick leave days may accumulate to a maximum credit of 70 days of sick leave per employee.

Subd. 3. Illness and/or Family Illness: Sick leave with pay (provided the employee has an accumulated sick leave balance) shall be allowed whenever an employee's absence is due to illness and/or disability of the employee or the employee's immediate family which prevented attendance and performance of duties. Immediate family is defined as the employee's spouse, child, stepchild, mother, father, brother, sister, grandchild, spouse's mother or father, or any other relative not listed but who is living in the same household as the employee.

Subd. 4. Medical Certificate: The school district may require an employee to furnish a medical certificate 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. In the event that a medical certificate will be required, the employee will be so advised.

Subd. 5. Deduction: Sick leave allowed shall be deducted from the accrued sick leave days earned by the employee.

Subd. 6. Form Submission: Sick leave pay shall be approved only upon submission of a signed request upon the authorized sick leave pay request form available at the office.

Subd. 7. Pregnancy: Sick leave may be utilized during a period of physical disability resulting from a condition of pregnancy. The employee shall provide the district with a physician's statement certifying the dates of disability.

Subd. 8. Incentive Account: When an employee reaches a maximum of 70 sick leave days in their account, any sick days that are earned and not used above the maximum of 70 days, the district will recognize those unused days in this manner: Twenty-five percent (25%) of any days not used in a given school year will be put into an incentive account which will be payable to the individual upon leaving employment from the school district at their

current hourly rate at that time of employment. The days accrued will be converted to hours each year so when the employee leaves district employment, that number of hours will be paid at their currently hourly rate.

Section 2. Worker's Compensation: Employees must notify their immediate supervisor or the Director of Business Services of all work related injuries/illnesses within two working days of their occurrence. Pursuant to M.S. 176, an employee injured on the job in the service of the school district and collecting worker's compensation insurance, may draw sick leave and receive full salary from the school district, the salary to be reduced by an amount equal to the insurance payments and only that fraction of the days not covered by insurance will be deducted from accrued sick leave.

Section 3. Bereavement: Up to four (4) days leave shall be allowed, the days not to be deducted from sick leave, for death in the employee's immediate family [except that in the case of a spouse or the surviving parent, up to five (5) days leave will be allowed]. The specific amount of leave allowed is subject to the discretion of the Director of Business Services depending on the circumstances. Immediate family is defined as the employee's spouse, grandparent, parent, child, brother, sister, niece, nephew, grandchildren, or any other relative not listed but who is living in the same household as the employee and all relations of the above-listed degrees of the employee's spouse (spouse's grandparent, parent, etc.) or brother-in-law or sister-in-law, aunt or uncle.

Section 4. Medical Leave:

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

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

Section 5. Insurance Application: An employee on unpaid leave is eligible to continue to participate in group insurance programs if permitted under the insurance policy provisions. The employee shall pay the entire premium for such insurance commencing with the beginning of the leave and shall pay to the school district the monthly premium in advance.

Section 6. Credit: An employee who returns from an unpaid leave shall retain experience credit for pay purposes and other benefits which had accrued at the time leave commences. No credit shall accrue for the period of time that an employee was on an unpaid leave.

Section 7. Eligibility: Leave benefits provided in this Article shall apply only to regular employees as defined in Article III, Section 2 of this Agreement.

Section 8. Personal Leave:

Subd. 1. Amount: Employees in this bargaining unit (working at least 14+ hours per week) are entitled to two (2) personal leave days (no reason given) per school year. If an employee's hours change, any unused personal days may be used based on the number of hours in the employee's new position. Two personal days will be given to those employees hired prior to February 16. One day will be given to employees hired on or after February 16 for that school year.

Subd. 2. Terms of Use: Requests for personal leave must be made to and approved by the Director of Business Services at least three (3) working days in advance except in the event of an emergency. The school district or its designated representative reserves the right to refuse to grant such leaves in exceptional circumstances. Personal leave shall be granted by the Director of Business Services during the first and last five days of school only for exceptional circumstances.

Subd. 3. Additional Terms: Personal leave shall not be deducted from sick leave. An employee may carry over a maximum of two days to the next year, to a maximum accumulation of four (4) personal leave days or may receive pay at the listed sub rate (which is established at 67% of the top pay rate in a pay grade) for any unused personal days which are not carried forward. Automatic payment will be made on June 30 each year unless the employee turns in a form before June 15th indicating how many personal leave days (up to four) they wish to have carried forward.

Section 9. Other Leave:

Subd. 1. In the event a request for leave is presented and not covered by the above listed policies, the below listed items would be considered in determining if the request is to be granted. If this leave is granted, it would be done reluctantly and would be without pay.

Items to be considered in making the determination if the leave should be granted:

- a) Circumstances involved in the request.
- b) Longevity of services with the school district.
- c) Past record of attendance.
- d) Sick leave days in the account.
- e) Acceptable substitute to work the days the employee is absent.

Section 10. Court Duty: If an employee is summoned for jury service or subpoenaed to appear in court during their duty day, he/she shall inform the Director of Business Services of the date, time and place of court service. The employee will be released with pay minus the daily per diem rate received for serving as a member of the jury or other fees received. Employees will be allowed to keep the mileage expenses for this service. The terms of this section do not apply to an employee who is a litigant in legal proceedings.

Section 11. Child Care Leave:

Subd. 1. A child care leave shall be granted by the school district subject to the provisions of this section. Child care leave shall be granted because of the need to prepare and provide parental care for a child or children of the employee for an extended period of time.

Subd. 2. An employee making application for child care leave shall inform the Director of Business Services in writing of intention to take the leave at least two (2) calendar months before commencement of the intended leave.

Subd. 3. Any employee shall have the right to receive a child care leave of absence without pay for the purpose of maternity, adoption, or child care or a combination thereof. An employee shall be able to utilize any accrued sick leave for periods of disability related to pregnancy or childbirth, as certified by the employee's physician. Generally, the period of six (6) weeks after a birth shall be considered a period of disability, unless the employee's physician certifies a longer period of disability due to exceptional circumstances. A pregnant employee 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 so that the dates of the leave coincide with some natural break in the school year, i.e., winter vacation, spring vacation, semester break or quarter break, end of a grading period, end of the school year, or the like.

Subd. 5. The school district shall grant a child care leave of up to four (4) school quarters to any employee who makes a written application for such leave. In making a determination concerning the commencement and duration of a child care leave, the School Board shall not in any event be required to:

- a) Grant any leave which affects more than one (1) school calendar year.

- b) Permit the employee to return to his/her employment prior to the date designated in the request for child care leave.

Subd. 6. An employee returning from child care leave shall resume his/her former duties or other position mutually agreed upon unless previously discharged or placed on unrequested leave.

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

Subd. 8. The parties agree that the applicable periods of probation for employees as set forth in this Agreement are intended to be periods of actual service enabling the school district to have the opportunity to evaluate an employee's performance. The parties agree, therefore, that periods of time for which the employee is on child care leave shall not be counted in determining the completion of the probationary period.

Subd. 9. An employee who returns from child care leave 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 this Agreement at the commencement of the beginning of the leave. The employee shall not accrue additional experience credit for pay purposes or leave time during the period of absence for child care leave.

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

Subd. 11. Leave under this section shall be without pay or fringe benefits.

ARTICLE IX: HOURS OF SERVICE AND DUTY YEAR

Section 1. Basic Work Year: The regular work year shall be prescribed by the school district each year for regular employees. The work week of full-time year-round clerical personnel shall consist of five (5) consecutive days, Monday through Friday, 40 hours per week. For full-time year-round personnel, there shall be two (2) days for which the following rules apply: For each of the two days, an employee may elect to a) work the day and receive pay for it; b) not work the day and not be paid for the day; or c) take the day as a personal or vacation day. The two days are: MEA Friday and one day surrounding Independence Day.

Section 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 for time less than that of the regular employees.

Section 3. One-to-One Work Days: An employee who works with a student on a one-to-one basis will not have their work year shortened due to the student's temporary absence. Such an employee will fulfill other tasks on a day the student is absent.

Section 4. Shifts and Starting Time: All employees will be assigned starting times and shifts as determined by the school district.

Section 5. School Closing: In the event that school is closed for any reason and the employees are not required to perform services, the employees compensation shall be reduced accordingly. An employee may choose to apply personal leave time to receive pay for a school closing day. If school is closed by mandate from the governor or other state body, the employees will be paid for the day.

Section 6. Required Training: If the school district requires an employee to obtain additional training to fulfill the job duties of his or her current position, the school district will allow normal days pay to attend the training plus pay

the tuition and provide transportation or reimbursement of mileage, upon prior written approval. If the training is scheduled outside of the employee's normal duty day, the school district will pay the employee his or her regular hourly rate of pay for the hours spent in training.

The school district will not pay for training for an employee to meet the minimum job requirements for any different position or classification to which the employee may be transferred or promoted.

Section 7. Transportation: No employee will be required to transport any student(s) in the employee's personal vehicle. With mutual agreement, the school district may contract with an employee to use his or her own car to transport students. The employee would be reimbursed for the miles traveled for school business at the district's current mileage rate.

Section 8. Job Assignments: An employee's work function and assigned building will be the same until the position is eliminated or until the employee successfully bids for a different position. The work day assigned to each position may be changed by up to and including one (1) hour in a contract year without being subject to posting. A position changed by more than one (1) hour per day shall be posted. Employee assignments to individual students, however, will remain the same regardless of hour increase or building change and are not subject to the above provision. The school district will provide notice, as practicable, in advance of each school year, whether an employee's position will remain the same or will be changed. Employees whose positions are eliminated or reduced by more than one (1) hour or who do not succeed in retaining a job posted because of such a change will have access to the displacement procedure in Article XIII.

ARTICLE X: HOLIDAYS & VACATIONS

Section 1. Holidays: Paid holidays will be observed with the holidays to coincide with the school calendar. Any holiday listed in this Agreement for which the employee receives pay which falls within an employee's vacation period or other paid leave period shall not count as a vacation day or other paid leave day.

Subd. 1. Holiday pay is granted to contracted employees in accordance with their number of contracted days per the following schedule:

Days worked up to and including 184 days: 6 holidays * [*Thanksgiving Day, Christmas Eve Day, Christmas Day, New Year's Day, Mid-Winter Break Monday, Memorial Day*].

Days worked 185 days up to and including 240 days: 10 holidays * [*Labor Day, Thanksgiving Day, Thanksgiving Friday, Christmas Eve Day, Christmas Day, New Year's Eve, New Year's Day, Mid-Winter Break Monday, Good Friday, Memorial Day*].

Days worked 241 days and above: 12 holidays * [*Independence Day (2 days), Labor Day, Thanksgiving Day, Thanksgiving Friday, Christmas Eve Day, Christmas Day, New Year's Eve, New Year's Day, Mid-Winter Break Monday, Good Friday, Memorial Day*].

* *If school is held on any of these holidays due to unforeseen circumstances, employees would be required to work those days and be compensated accordingly.*

Section 2. Vacations:

Subd. 1. Vacation is intended for twelve-month employees.

Subd. 2. A new employee must accrue five (5) days of vacation before being eligible to take a vacation day.

Subd. 3. For vacation purposes, an employee's anniversary date shall be adjusted to July 1. An employee whose actual anniversary date is July 2 through February 14 shall have his/her anniversary date adjusted to the July 1 before the employee's actual anniversary date. An employee whose actual anniversary date is from February 15 to June 30 shall have his/her anniversary date adjusted to the July 1 following the employee's actual anniversary date. The employee shall then receive vacation according to the schedules below.

Subd. 4. Employees shall earn the following amounts of vacation per fiscal year. On July 1 of each year, each employee will be credited with vacation time earned the previous fiscal year. The employee may use vacation time in the fiscal year during which it is being earned, consistent with the district's operational needs. Effective July 1, 2004, the maximum amount of vacation time that an employee may carry over to the next fiscal year is four weeks. Any employee who has in excess of four weeks of accrued and unused vacation as of June 30 any year shall be paid for those excess vacation days at the employee's pay rate as of that June 30. An employee who terminates employment during the fiscal year shall receive payment for any vacation time earned but not used. An employee who terminates employment during the fiscal year who has used more vacation than earned will have the amount of time overused deducted from the employee's final paycheck.

After (1) one year of service	2 weeks
After (5) five years of service	3 weeks
After (15) fifteen years of service	4 weeks
After (20) twenty years of service	5 weeks

Subd. 5. An employee who has worked in the school district in a position scheduled for less than 12 months shall receive credit for time of service by totaling the employee's months of service in the district and dividing by 12.

ARTICLE XI: ASSESSMENT AND CONTINUATION OF EMPLOYMENT

Section 1. Probationary Period: An employee under the provisions of the Agreement shall serve a probationary period of 90 calendar days of continuous service in the school district, during which time the school district shall have the unqualified right to suspend without pay, discharge or otherwise discipline such employee; and during this probationary period, the employee shall have no recourse to the grievance procedure, insofar as suspension, discharge or other discipline is concerned. The 90 calendar days shall exclude breaks in service of more than two weeks due to lack of scheduled work or employee absence, but the probation period shall not re-start at the conclusion of such a break of service. However, a probationary employee shall have the right to bring a grievance on any other provisions of the contract alleged to have been violated.

Section 2. Probationary Period; Change of Position: In addition to the initial probationary period, an employee transferred or promoted to a different position shall serve a new probationary period of forty-five calendar days in any such new position. The 45 calendar days shall exclude breaks in service of more than two weeks due to lack of scheduled work or employee absence, but the probation period shall not re-start at the conclusion of such a break of service. During this forty-five (45) calendar day probationary period, if the school district determines that the employee's performance in the new position is unsatisfactory, the school district shall have the right to reassign the employee to the least senior position in their former position title without pay reduction from their former position. The employee may also elect, in the probationary period, to return to the employee's former position title, on the same terms as stated above. Notifications should be done in writing.

Section 3. Seniority Date: A contracted employee's seniority date shall be established as the first date the employee is employed in a position in this bargaining unit. All employees with permanent positions will be given a contract upon hire. An employee with a temporary position will be given a contract if the position is anticipated to last beyond 67 work days or if a position of unknown duration actually lasts beyond 67 work days. If two or more employees have the same seniority date, the employee's seniority order will be determined by drawing each employee's name from a pool in a random manner. Employees who hold positions accreted to this bargaining unit by agreement of the parties or

order of the Bureau of Mediation Services shall have seniority dates established as of the date the employee began working in the position accreted into the unit. Seniority order shall not be altered because an employee changes work locations.

Section 4. Disciplinary Action:

Subd. 1. The employer shall have the right to impose disciplinary action on employees for just cause.

Subd. 2. Disciplinary actions by the employer shall include the following actions and will normally take the course of #1, 2, 3 and 4, except in cases of a serious magnitude which could seriously jeopardize the safety of the students, fellow employees or the physical assets of the school district.

- 1) Oral Reprimand
- 2) Written Reprimand
- 3) Suspension without pay
- 4) Discharge

Subd. 3. Employees who are subjected to the above actions shall have the right to request that such actions be reviewed through the recourse of the grievance procedure. An employee may request at any time that he/she be permitted union representation, and the meeting or discussion will be terminated until such representation can be obtained. The employee will not be subject to loss of pay for the intervening time in order to obtain union representation. No adverse action may be taken against any employee who has requested union representation and refuses to answer any questions until such representation is available.

ARTICLE XII: VACANCIES

Section 1. Position Posting

Subd. 1. Notice of new position or vacancy will be posted in each building and in the District Office for a period of seven (7) calendar days except during the summer when positions are posted at the District Office only. (Also refer to ARTICLE IX: HOURS OF SERVICE & DUTY YEAR, Section 8: Job Assignments.) Should the incumbent of the position not successfully bid for the revised position, the incumbent will be treated as a “laid-off” employee and may use the displacement procedure provided by this Agreement. The posting will include the necessary qualifications for the position and the pay scale applicable to it.

Subd. 2. To apply for a posted position, an employee must send written notice of interest (fax acceptable) to the Director of Business Services within the posting dates. All current employee applicants for a posted position will be interviewed. It is the applicant’s responsibility to make him or herself available for an interview either in person or via telephone.

ARTICLE XIII: REDUCTION IN FORCE

The parties recognize the principle of seniority in the application of this Agreement concerning reduction in force, and/or reduction of hours by more than one hour per day, provided the employee is fully qualified to perform the duties and responsibilities of the position.

When a reduction in force occurs by the elimination of a position, the employee shall be placed on “layoff status”. Written notification that the position has been eliminated and the employee is “laid off” will be sent to the employee’s last known address by certified mail within five (5) working days by the Director of Business Services. The union shall also receive a copy of said “laid off” notice.

If an employee's hours have been reduced by more than one hour per day or the reduction will disqualify an employee who is currently receiving insurance benefits from those benefits, said employee shall have the right to stay in the reduced (hours) position or the right to bump the least senior employee within the same or lower classification who holds a position the employee is qualified for and whose hours are no more than 130% of the hours the affected employee held before the layoff. A laid off employee shall have three business days to decide whether or not to exercise their bumping rights.

If a vacancy exists in a same or lower classification when an employee is placed on layoff status, the employee on layoff status would be notified of the vacancy. The employee shall have three working days from the date of notification of the vacancy to decide if he/she is interested in the vacant position. If said employee was interested in the vacant position, said employee would be interviewed for the position. If said employee was determined to be fully qualified for the vacant position, he/she would be offered the position. The employee shall have three working days to decide whether he/she wants the position. If said employee declines the job offer, then he/she would automatically be eligible to bump according to the above standards, provided he/she is fully qualified to perform the duties and responsibilities of the position. If said employee declines to bump, he/she shall be placed on layoff and retain seniority and right to recall, within same or lower classification, in seniority order for a period of twelve (12) months after the date of layoff except as noted below:

If said employee on layoff status declines a job offer based upon the above procedure twice, the school district's obligation to the employee is completed and the employee will be terminated with no seniority rights or recall rights.

An employee exercising the bumping rights under this contract will not experience a step reduction.

ARTICLE XIV: RETIREMENT OR SEPARATION:

Section 1. Any employee who has completed at least fifteen (15) years of service to the district and is at least 55 years of age shall, upon proper notice of retirement or other separation, receive a retirement or separation benefit according to the terms of this Article. This retirement or separation benefit shall be in addition to the Incentive Leave in the Sick Leave section of this Agreement.

Section 2. Sick Leave Days: The eligible employee shall receive payment for 75% of the employee's accrued, unused sick leave days up to a maximum of 52.5 days.

Section 3. Days: The appropriate number of days, as determined by the above sections, shall be paid at the employee's pay rate at the time of the employee's retirement or separation.

Section 4. Minnesota State Retirement System ("MSRS") Post-Retirement Health Care Savings Plan: The School District will contribute an amount equal to 100% (one hundred percent) of the employee's severance pay directly into the retiree's MSRS Post Retirement Health Care Savings Plan account.

Section 5. MSRS District Contribution: Any full time year round employee who has completed fifteen (15) years of employment and is at least 55 years of age, shall be eligible to receive a one-time contribution to the Minnesota State Retirement System Post Retirement Health Care Savings Plan of \$5,000.00 per retiree. The School District shall make this payment within sixty (60) days of the effective date of the employee's retirement. This benefit is only for those full time year round employees who retire prior to June 30, 2007.

ARTICLE XV: GRIEVANCE PROCEDURE:

Section 1. Grievance Definition: A “grievance” shall mean an allegation by an employee resulting in a dispute or disagreement between the employee and the school district as to the interpretation or application of terms and conditions contained in this Agreement.

Section 2. Representative: The employee, administrator, or School Board may be represented during any step of the procedure by any person or agent designated by such party to act in the party’s behalf.

Section 3. Definitions 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 procedure 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 or any notice or document herein shall be timely if it is personally served or if it bears a certified postmark of the United States Postal Service within the time period.

Section 4. Time Limitation and Waiver: Grievances shall not be valid for consideration unless the grievance is submitted in writing to the school district’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 of the first event giving rise to the grievance occurred. Failure to file any grievance within such period shall be deemed a waiver thereof. Failure to appeal a grievance from one level to another within the time periods hereafter provided shall constitute a waiver of the grievance. An effort shall first be made to adjust an alleged grievance informally between the employee and the school district’s designee.

Section 5. Adjustments of Grievance: The school district and the employee shall attempt to adjust all grievances which may arise during the course of employment of any employee within the following manner:

Subd. 1. Level I: If the grievance is not resolved through informal discussions, the school district designee shall give a written decision on the grievance to the parties involved within ten days after receipt of the written grievance.

Subd. 2. Level II: In the event the grievance is not resolved in Level I, the decision rendered may be appealed to the Superintendent, provided such appeal is made in writing within five days after receipt of the decision in Level I. If a grievance is properly appealed to the Superintendent, the Superintendent or designee shall set a time to meet regarding the grievance within fifteen days after receipt of the appeal. Within ten days after the meeting, the Superintendent or designee shall issue a decision in writing to the parties involved.

Subd. 3. Level III: In the event the grievance is not resolved in Level II, the decision rendered may be appealed to the School Board, provided such appeal is made in writing within five days after receipt of the decision in Level II. If a grievance is properly appealed to the School Board, the School Board shall set a time to hear the grievance within twenty days after the meeting, the School Board shall issue its decision in writing to the parties involved. At the option of the School Board, a committee or representative(s) of the Board may be designated by the Board to hear the appeal at this level and report its findings and recommendations to the School Board. The School Board shall then render its decision.

Section 6. School Board Review: The School Board reserves the right to review any decision issued under Level I or Level II of this procedure provided the School Board or its representative 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 7. Denial of a Grievance: Failure by the School Board or its representative to issue a decision within the time periods provided herein shall constitute a denial of the grievance and the employee may appeal it to the next level.

Section 8. Arbitration Procedures: In the event that the employee and the School Board are unable to resolve any grievance, the grievance may be submitted to arbitration as defined herein:

Subd. 1. Request: A request to submit a grievance to arbitration must be in writing signed by the aggrieved party, and such request must be filed in the office of the Superintendent within ten days following the decision in Level III of the grievance procedure.

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

Subd. 3. Selection of Arbitrator: Upon the proper submission of a grievance under the terms of this procedure the parties shall, within ten days after the request to arbitrate, attempt to agree upon the selection of an arbitrator. If no agreement on an arbitrator is reached, either party may request an arbitrator, pursuant to P.E.L.R.A., providing such request is made within twenty days after the receipt of said request. Failure to agree upon an arbitrator or the failure to request an arbitrator within the time periods provided herein shall constitute a waiver of the grievance.

Subd. 4. Submission of Grievance Information:

- a) Upon appointment of the arbitrator, the appealing party shall, within five days after notice of appointment, forward to the arbitrator, with a copy to the School Board, the submission of the grievance which shall include the following:
 - (1) The issues involved.
 - (2) Statement of the facts.
 - (3) Position of the grievant.
 - (4) The written document relating to Article XV, Section 5 of the grievance procedure.
- b) 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 and designate, and the parties shall have the right to a hearing at which time both parties will have the opportunity to submit evidence, offer testimony, and make oral or written arguments relating to the issues before the arbitrator. The proceeding before the arbitrator shall be a hearing denovo.

Subd. 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 the arbitrator shall be final and binding upon the parties, subject, however, to the limitations of arbitration decisions as provided in P.E.L.R.A. The arbitrator shall issue a written decision and order including findings of fact which shall be based upon substantial and competent evidence presented at the hearing. All witnesses shall be sworn upon oath by the arbitrator.

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 which the party incurs in connection with presenting its case in 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 these procedures. 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 on 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 public school boards to efficiently manage and conduct its operation within the legal limitations surrounding the financing of such operations.

Section 9. Election of Remedies and Waiver: A party instituting any action, proceeding or complaint in a federal or state court of law, or before an administrative tribunal, federal agency, state agency, or seeking relief through any statutory process for which relief may be granted, the subject matter of which may constitute a grievance under this Agreement, shall immediately thereupon waive any and all rights to pursue a grievance under this Article. Upon instituting a proceeding in another forum as this Article or, if the grievance is pending in the grievance procedure, the right to pursue it further shall be immediately waived. This section shall not apply to actions to compel arbitration as provided in this Agreement to enforce the award of an arbitrator.

ARTICLE XVI: DURATION

Section 1. Term and Reopening Negotiations: This Agreement shall remain in full force and effect for a period commencing on its date of execution July 1, 2005 through June 30, 2007 and thereafter as provided by P.E.L.R.A. In the event a successor agreement is not entered into prior to the commencement of the 2007-2008 school year, an employee shall be compensated according to the last individual contract executed between the employee and the school district until such time that a successor agreement is executed. If either party desires to modify or amend this Agreement commencing at its expiration, unless otherwise mutually agreed, the parties shall not commence negotiations more than 90 days prior to the expiration of this Agreement.

Section 2. Effect: This Agreement constitutes the full and complete Agreement between the school district and the exclusive representative 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. Nothing in this Agreement shall be construed to obligate the school district to continue or discontinue existing or past practices, or prohibit the school district from exercising all management rights and prerogatives, except insofar as this exercise would be in express violation of any term or terms of this Agreement.

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

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

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

School Service Employees Local 284
450 Southview Blvd.
South ST. Paul, Minnesota 55075

Chisago Lakes Area Schools, ISD #2144
13750 Lake Blvd.
Lindstrom, Minnesota 55045

Laurie Stammer, Union Representative

Mark Leigh, Board Chairman

Kathy Laqua, Union Steward

Lynn Johnson, Board Clerk

Deb Willem, Union Steward

Patricia Maloney, Negotiator

Dated this ____ day of _____, 2005.

Dated this ____ day of _____, 2005.

SALARY SCHEDULE

SCHEDULE A Comp Worth (1-130)

	A	B	C	D	E	F	G	H	I	J	K
2005-2006	9.67	9.91	10.27	10.63	11.10	11.57	12.03	12.50	13.07	13.32	13.59
2006-2007	9.86	10.11	10.48	10.84	11.32	11.80	12.27	12.74	13.33	13.59	13.86

SCHEDULE B Comp Worth (131-149)

	A	B	C	D	E	F	G	H	I	J	K
2005-2006	11.13	11.61	12.07	12.55	13.02	13.48	13.95	14.43	14.89	15.19	15.49
2006-2007	11.35	11.84	12.31	12.80	13.28	13.75	14.23	14.72	15.19	15.49	15.80

SCHEDULE C Comp Worth (150-199)

	A	B	C	D	E	F	G	H	I	J	K
2005-2006	11.95	12.43	13.12	13.81	14.42	14.95	15.36	15.83	16.42	16.75	17.08
2006-2007	12.19	12.68	13.38	14.09	14.71	15.25	15.67	16.15	16.75	17.08	17.43

SCHEDULE D Comp Worth (200+)

	A	B	C	D	E	F	G	H	I	J	K
2005-2006	17.96	18.43	18.91	19.38	19.86	20.31	20.78	21.25	21.71	22.13	22.58
2006-2007	18.32	18.80	19.29	19.77	20.26	20.71	21.19	21.67	22.14	22.58	23.03

<u>Longevity:</u>	<u>2005-06</u>	<u>2006-07</u>	<u>Extra Compensation</u>	<u>2005-06</u>	<u>2006-07</u>
11-14 yrs (L1)	.30	.35	Full-time year-round (ftyr) =Each year (8 hr/12 mo) + per hr	.38	.38
15-19 yrs (L2)	.40	.45	Principal's Secretary (PrS) = Each year (Principal's secy) + per hr	.38	.38
20+ yrs (L3)	.45	.50			

Substitute Rate

	Schedule A	Schedule B	Schedule C	Schedule D
2005-06 (effective November 1, 2005)	9.10	10.38	11.45	15.13
2006-07	9.29	10.59	11.67	15.43

Sub rate is 67% of top rate in Schedule

Schedule A:

Ass't. Program Supervisor, Kids Club
Classroom Para
ECFE Para
ECSE Para
Elementary Para
Kids Club Para
Media, Clerical & Playground Para
Media & Lunch Para
Media Para
Office Para
Parking Lot Attendant
Pre-School Para
Receptionist
Secretary/Para
Special Ed Clerical Assistant
Special Ed Para
Title I Para

Schedule B:

Accounts Payable
Activities Director's Secretary
Assistant Principal's Secretary
Attendance & Clerical Para
Attendance/Detention Para/Health Rm Para
Bookkeeper, High School
Career Development Facilitator
Computer Para
Counselor's Secretary
Food Service Secretary/Bookkeeper
General Supervision Para
Health Assistant
Media/Computer Lab Para - HS
Special Ed Due Process Secretary
Special Ed Social Behavior Para (secondary setting)
Truancy Prevention Worker

Schedule C:

Admin. Ass't. to Pathways Program Director
Benefits Coordinator
Bookkeeper, District Office
Community Ed Programmer
Community Ed Secretary
ECFE/Kids Club/Learning Readiness Secretary
Job Coach Technical Tutor
Principal's Secretary
Program Supervisor, Kids Club
Transportation Secretary I

Schedule D:

Payroll Coordinator