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## **Article I: Purpose of Contract**

Section 1 Parties This Contract, entered into between the School Board of Independent School District # 282, St. Anthony, Minnesota, hereinafter referred to as the School Board, and the School Service Employees, Local No. 284, hereinafter referred to as the Union, pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, as amended hereinafter referred to as the PELRA, to provide the terms and conditions of employment for Staff Assistants employees during the duration of this Contract.

## **Article II: Recognition of Exclusive Representation**

Section 1 Recognition In accordance with the PELRA, the School Board recognizes the School Service Employees Union, Local 284 as the exclusive representative of Staff Assistant employees employed by the School Board. The Union shall have those rights and duties as prescribed by the PELRA and as described in the provisions of this Contract.

Section 2 Appropriate Union The Union shall represent all such employees of the School Board contained in the appropriate unit as defined in Article III, Section 2 of this Contract and as certified by the Director of the Bureau of Mediation Services (Case No. 76-PR-1009A).

## **Article III: Definitions**

Section 1 Terms and Conditions of Employment Shall mean the hours of employment, the compensation therefore including fringe benefits and personnel policies affecting the working conditions of the employees that are established by this Contract.

Section 2 Description of Appropriate Unit For the purpose of this Contract, the term *employee* shall mean all Secretarial and Support Staff personnel employed by Independent School District No. 282 excluding supervisory employees, confidential employees, part-time employees whose employment does not exceed the lesser of fourteen (14) hours per week or 35% of the normal work week, or temporary employees employed for less than sixty-seven (67) work days per calendar year.

Section 3 Full Time/Part Time A full time employee is one who works at least 30 hours per week. A part-time employee is one who works less than 30 hours per week.

Section 4 School Board Shall mean the School Board of Independent School District 282 or its designated representative.

Section 5 Other Terms Terms not defined in this Contract shall have those meanings as defined by the PELRA.

## **Article IV: School Board Rights**

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

Section 2 Management Responsibilities The Union recognizes the rights and obligation of the School Board to efficiently manage and conduct the operation of the School District within its legal limitations and with the primary obligation to provide educational opportunity for the students of the School District.

Section 3 Effect of Laws, Rules and Regulations The Union recognizes that all employees covered by this Contract shall perform the services and duties 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 Board. The Union 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 Contract. The School Board, all employees covered by this Contract, and all provisions of this Contract are subject to the laws of the State. Any provision of this Contract 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 Board 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 Contract are reserved to the School Board.

## **Article V: Union Rights**

Section 1 Right to Views Nothing contained in this Contract shall be construed to limit, impair or affect the right of any employee or the representative of any employee 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 Union.

Section 2 Right to Join The School Board agrees that all employees shall have the right to join or not to join the Union. The School Board will not discriminate for or against any employee with respect to the hours, wages, or other terms established by this Contract because of membership or non-membership in the Union.

Section 3 Request for Dues Check-Off

*Subd. 1* Employees shall have the right to be allowed the check-off of Union dues, in accordance with the PELRA. Upon receipt of a properly executed authorization card of the employee involved, the School Board will deduct from the employee's paycheck the dues that the employee has agreed to pay to the Union during the period provided in said authorization.

*Subd. 2* The check-off dues shall be made each month and transmitted to the Union together with a list of names of the employees from whom deductions were made.

*Subd. 3* The Union hereby warrants and covenants that it will defend, indemnify and save the School Board harmless from any and all actions, suits, claims, damages, judgments and executions or other forms of liability, liquidated or un-liquidated, which any person may have or claim to have, now or in the future, arising out of or by reason of the dues deduction specified by the Union as provided herein.

Section 4 Fair Share Fee Upon the written request of the Union, the School Board shall deduct a fair share fee as certified by the Union, from the paycheck of any employee who is not a member of the Union, in accordance with the PELRA.

**Article VI: Insurance**

Section 1 Life Insurance The School Board shall provide each eligible employee group life insurance coverage in the amount of \$50,000. This insurance policy will provide a \$100,000 benefit in the event of an accidental death.

Section 2 Income Protection The School Board shall provide each eligible employee, group income protection coverage subject to the following conditions:

*Subd. 1* The policy shall have a ninety (90) day continuous calendar day waiting period before benefits begin.

*Subd. 2* The policy shall provide a benefit of 2/3 of the employee's monthly salary to a maximum of \$2,000 per month. In no case shall the employee's total net compensation while on disability exceed the normal net compensation of that employee.

*Subd. 3* The policy shall provide for benefit payments to an age in compliance with the Age Discrimination Employment Act or to termination of disability, whichever comes first.

Section 3 Hospitalization For the 2010-11 and 2011-12 school years, a hospitalization plan with surgical, major medical, and clinical coverage will be provided with a District contribution following Article X, Section C of the teacher's contract.

The District shall offer a high-deductible health insurance plan coupled with a VEBA Trust in addition to its other health insurance plans. Each employee who chooses to enroll in the high-deductible/VEBA plan shall receive a District contribution to a VEBA account set up for that employee. The following provisions shall apply to the high-deductible/VEBA plan offered by the District.

- a. Single coverage: The School District shall contribute according to Article X, Section C of the teacher's contract. In addition, the School District will make a \$400 annual contribution to the employee's VEBA account.
- b. Dependent Coverage: The School District shall according to Article X, Section C of the teacher's contract. In addition, the School District will make an \$800 annual contribution to the employee's VEBA account.
- c. Timing of Deposits: Deposits to the VEBA accounts will be made on a monthly basis.
- d. Administrative Costs: The School District shall contribute up to \$4.00 per account per month toward the cost of administering active employees' VEBA accounts.

Section 4 Dental Insurance The School Board shall establish and maintain a Dental Insurance plan for all eligible employees. For the 2010-11 school year, the District and employee will share equally (50/50) any increase in total monthly premium. The District's contribution for 2010-11 shall be equal to the District's base rate plus 50% of any increase beyond the total monthly premium as shown below.

	<b>Base Rate District</b>	<b>Base Rate Employee</b>	<b>Total Monthly Premium</b>
<b>Single</b>	\$40	\$0	\$30.48

**Family**

\$70.68

\$15.70

\$86.38

For the 2011-12 school year, the contribution rates established in 2010-11 shall become the new base rates. For the 2011-12 school year, the District and employee will share equally (50/50) any increase in total monthly premium.

Section 5 Tax Sheltered Annuity Employees may voluntarily participate at their cost, in a School Board approved tax sheltered annuity program. The School Board shall not contribute on behalf of any employee toward a sheltered annuity program. Additions, adjustments, or cancellations of tax sheltered annuity programs will be made once annually between August 1 and September 1 of each year.

Section 6 Payroll Deductions The difference between the monthly premium cost of the group insurance plan (single or family) and the School Board's contribution established by Section 3 of this Article, shall be paid by enrolled employees through payroll deduction.

Section 7 Voluntary Participation Participation by any eligible employee in the insurance plans established by this Article is voluntary. Eligible employees who choose not to participate shall receive no additional compensation in lieu thereof.

Section 8 Claims Against the School Board The School Board and the Union agree that any description of insurance benefits contained in this Article are intended to be informational only and the eligibility of any employee for benefits shall be governed by the terms of the insurance policies contracted by the School Board and an insurance carrier pursuant to this Article. The School Board's obligation is to contract for insurance policies and to contribute such amounts as established by this Article.

Section 9 Eligibility To be eligible for the full insurance contributions established by this Article, an employee must be employed for a normal work week of thirty (30) hours or more. Employees who work at least twenty (20) hours per week but less than thirty (30) hours shall be eligible for the insurance contribution on a pro-rated basis if they are eligible to participate under the terms of any existing insurance contracts.

Section 10 Duration of Contribution School Board contributions established by this Article shall cease the day following an employee's discharge, resignation, retirement, lay off, death, or exhaustion of paid absence benefits established by Article VIII. This does not apply to scheduled periods of non-employment.

## **Article VII: Salaries**

Section 1 Pay Grades The following positions are grouped in pay grades based on the employer's job evaluation system. Any position changes in pay grade or addition of new positions will be negotiated as needed. When a new position is added to the following wage schedule, the employee(s) in that position shall receive retroactive pay to the time when the employee(s) entered the bargaining unit or that position, whichever occurred later.

### Pay Grade 1

- Lunch/Playground Assistant

### Pay Grade 2

- Media Center Assistant
- Health Assistant

Pay Grade 3

- Instructional/Special Ed Paraprofessional
- Volunteer Coordinator (WP)
- Hall Monitor (HS) (MS)
- Office Assistant CS

Pay Grade 5

- Elementary School Secretary
- Middle School Secretary
- Administrative Services Coordinator
- Technology Support Specialist I

Pay Grade 4

- Accounts Payable
- Student Services Coordinator
- Counselor Secretary (HS)
- Community Services Secretary
- Special Education Secretary/Receptionist
- District Administrative Assistant
- ISS Attendance Supervisor
- Athletics/Activities/Facilities Administrative Assistant

Pay Grade 6

- Technology Support Specialist II
- High School Administrative Assistant

Employees hired prior to July 1, 2000, whose job positions have been placed in a lower pay category through the job evaluation process will remain in their current pay category until such time as they terminate service with the School District. Employees hired after July 1, 2000, will be paid pursuant to the contract.

Schedule Notes:

1. Monthly rate of pay is determined by taking the hourly rate times 173.33.
2. Pay equity adjustments will be granted as required by the Pay Equity Act.
3. An incumbent in a position that is reclassified at a lower pay grade will remain at the existing pay grade. New Employees will enter at the newly reclassified pay grade.

**Salary Schedule**

	Pay Grade 1		Pay Grade 2		Pay Grade 3		Pay Grade 4		Pay Grade 5		Pay Grade 6	
Step	10-11	11-12	10-11	11-12	10-11	11-12	10-11	11-12	10-11	11-12	10-11	11-12
1	\$13.24	\$13.37	\$14.19	\$14.33	\$14.82	\$14.96	\$16.33	\$16.50	\$16.69	\$16.86	\$24.85	\$25.09
2	\$13.97	\$14.11	\$15.46	\$15.62	\$15.64	\$15.80	\$17.21	\$17.38	\$17.55	\$17.73	\$25.76	\$26.02
3	\$14.76	\$14.91	\$15.88	\$16.04	\$16.51	\$16.68	\$18.09	\$18.27	\$18.45	\$18.64	\$27.07	\$27.34
4	\$15.49	\$15.65	\$17.62	\$17.80	\$18.05	\$18.23	\$19.89	\$20.09	\$20.28	\$20.48	\$29.80	\$30.10

Positions are grouped in pay grades based on the employer’s job evaluation system.

If the employee’s job is rated higher by the current Job Evaluation Committee than the previous ranking, the employee shall receive payment at the higher rate of pay retroactive to one month prior to the decision of the committee. Employees that move to another Pay Grade shall be placed on the same step level they held in their former Pay Grade.

**Section 2 Longevity** Employees shall receive additional hourly amounts of pay after they have completed the indicated number of years of service in the bargaining unit as listed below:

After 10 years of continuous service      \$0.30

After 15 years of continuous service     \$0.55  
After 20 years of continuous service     \$0.75

Section 3 In-Charge Payment An additional \$.80 per hour will be paid to library aides for each complete normal work day when the librarian for that station is scheduled to be off-duty due to reduction in force.

Section 4 Lunch and Break Time Two fifteen minute breaks, or the equivalent, will be allowed as a part of an eight hour day. Lunch time will be for one-half hour during the work day but is not a part of the eight hour work day. One fifteen minute break will be allowed for employees with less than an eight hour assignment. Lunch time for less than full-time will be one-half hour, but is not part of the work day.

Section 5 Salary Schedule Placement New employees will be placed on the wage schedule at the beginning step of the schedule. However, placement up to and including Step 4 may be authorized by the Superintendent following advance consultation with the union steward/s.

Section 6 Step Advancement Employees shall advance on the Salary Schedule in accordance with the following:

*Subd. 1 Probationary Period* Following completion of the probationary period established by Article XV, Section 1, employees will be advanced one step on the Salary Schedule.

*Subd. 2 Annual Step Advancement* Employees hired between July 1 and December 31 shall be advanced one step on the Salary Schedule effective as of the following July 1 and each July 1 thereafter until the top step of the Salary Schedule is reached. Employees hired between January 1 and June 30 shall be advanced one step on the Salary Schedule as of July 1 of the following calendar year and each July 1 thereafter until the top step of the Salary Schedule is reached. Employees hired at and placed on Step 2 or 3 of the Salary Schedule will advance on the steps as outlined in Subd. 1 of this Article.

Section 7 Pay Day Employees shall be paid on the 15th and last day of each month, commencing on approximately September 15th and ending on approximately June 15th.

Section 8 Mileage Employees who are required by the School Board to use their personal automobile in the performance of assigned duties shall be reimbursed for such travel at a mileage rate established by the School Board.

Section 9 Substitute and Former Employees Beginning with hour 151, substitute and former employees shall be paid at the Pay Grade 1, Step II rate. Substitutes who return the following year will continue to be paid at the higher pay rate.

### **Article VIII: Paid Absence**

Section 1 Annual Leave (Vacation)

Employees who work at least 30 hours per week shall receive annual leave in accordance with the following:

*Subd. 1* Employees working at least 30 hours/week

<u>Years of Employment</u>	<u>Hours Earned per Month</u>
Start of employment through five years	6 2/3 hours
Start of the 6th year of employment through 10 years	10 hours

Start of the 11th year of employment through 18 years	14 hours
Start of the 19th year of employment & thereafter	16 hours

*Subd. 2* Hours earned are based on a 40 hour normal work week. Employees who resign or are dismissed during the first 90 calendar days of the employment (probationary period) shall not earn vacation.

*Subd. 3* Annual leave shall be scheduled at times during the employee's work year that do not interfere with school operation. All accrual leave must have the prior approval of the School Board.

*Subd. 4* An employee who has earned but not used annual leave days at the end of the school year shall be compensated for the following number of annual leave days according to the schedule below:

Start of employment through five years	0 days
6th year of employment through 10th year	5 days
11th year of employment through 18th year	7 days
19th year of employment and thereafter	9 days

Any additional earned but unused annual leave in excess of the above payoff limits must be taken within six months after the end of the contract year in which it is earned or it shall be forfeited. Annual leave days must generally be taken on normal workdays.

Section 2 Annual Leave (Less Than 30 Hour Employees): Bargaining unit employees who work less than 30 hours per week shall accrue annual leave as follows:

One-half (1/2) day per year for years one through five.

One (1) day per year after five (5) years of service in the school district.

Three (3) days per year after ten (10) years of service in the school district.

Section 3 Wellness Incentive Bargaining unit employees who do not utilize a sick leave day for sick leave purposes during any twelve month period from July 1 of one year to June 30 of the subsequent year shall receive the employee's choice of one of the following:

*Subd. 1* Two (2) wellness days will be granted to each eligible employee. One day must be a non-student contact day; one wellness day can be used on a student contact day. Both days must be utilized by December 31 of the year following the fiscal year in which no sick leave was used.

*Subd. 2* Payment of compensation earned in one normal work day for each eligible employee. This payment will be made on August 15th of the year following the fiscal year in which no sick leave was used and one additional wellness day that must be taken on a non-student contact day and pursuant to Subd. 1 of this Section.

*Subd. 3* Eligible employees for this benefit must notify the business office of the option chosen in Subd. 1 or Subd. 2 in a timely fashion.

Section 4 Sick Leave Bargaining unit employees are eligible for sick leave as follows:

*Subd. 1* Sick leave with pay shall be granted to eligible employees in the amount of one (1) day per month for absences necessitated by:

1.1 the illness of an employee which prevents the adequate performance of job duties and responsibilities;

- 1.2 the serious illness of a member of the employee's immediate family for which other reasonable arrangements for care cannot be made; and
- 1.3 the death of a member of an employee's immediate family.

*Subd. 2* The School Board has the right to verify the use of sick leave by requiring the submission of a written report of a medical authority.

*Subd. 3* For the purposes of this section, immediate family shall mean: father, mother, spouse, child, sister, brother, grandmother, grandfather, grandchild, mother-in-law, father-in-law, sister-in-law, brother-in-law, significant other, parents of significant other, or children of significant other.

*Subd. 4* The amount of time granted due to a death in an employee's immediate family shall be determined by the School Board. Leave taken under this Subdivision will not impact the wellness incentive referenced in Section 2 of this Article.

*Subd. 5* Unused sick leave may be accumulated to a maximum of 130 days.

*Subd. 6* Sick leave for employees who do not work a normal work year will be pro-rated based on one day of sick leave for each month of employment.

Section 5 Personal Leave Three (3) personal leave days shall be granted each normal school year for full time employees for incidents involving special obligations or emergencies which cannot be scheduled on non-duty days and are not authorized under other paid leave provisions. Part-time employees shall receive three (3) personal leave days each year, to be deducted from sick leave. This deduction will not affect the wellness incentive in Sec. 3. Such days shall be granted by the Superintendent according to the following guidelines:

*Subd. 1* A satisfactory explanation and prior approval by the Superintendent shall be necessary if the personal leave day requested falls on a day immediately preceding or following school calendar holidays and scheduled recess periods.

*Subd. 2* Personal leave days taken at other times shall require no explanation. The employee shall, however, state in writing prior to the absence that the leave is to be taken for important personal business, not of a recreational nature, that cannot be conducted on a non-duty day.

*Subd. 3* In emergency situations, written request for personal leave may be submitted after the fact. It is understood that the employee will assume the responsibility in such an emergency of notifying his/her supervisor at the earliest possible time.

*Subd. 4* Examples of some legitimate claims for personal leave:

- Closing procedures for sale or purchase of home.
- Urgent legal matters or matters related to the settlement of a relative's estate.
- Special examinations administered by universities in connection with degree programs.
- Religious observances.
- Pallbearer or funeral services of close relative, or very close friend, not covered by other paid absences provisions.
- Weddings in immediate family or attendant at a wedding of a close friend.

*Subd. 5* Examples of some situations that will not receive approval for personal leave with pay:

- Personal recreation activities.
- Interview and examinations for other positions outside of the system.
- Convention attendance with spouse.
- Activities which are for profit or pay.

*Subd. 6* Under no circumstances may personal leave be used to engage in a strike, picketing, bannering or any other concerted activity regarding conditions of professional service or policies of the School Board or in activities which disrupt the normal activities of any school.

*Subd. 7* Personal leave days may accumulate to a maximum of ten (10) days.

*Subd. 8* Employees may cash out up to one (1) personal leave day a year at their current hourly rate.

#### Section 6 Worker's Compensation Policy

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

*Subd. 2* A deduction shall be made from the employee's earned accrual of vacation or sick leave according to the pro-rata portion of sick leave or vacation days which are used to supplement the Worker's Compensation benefit.

*Subd. 3* Such payment shall be paid by the School Board to the employee only during the period of disability.

*Subd. 4* In no event shall the additional compensation paid to the employee by virtue of sick leave and/or vacation pay result in the payment of a total daily, weekly, or monthly compensation that exceeds the normal compensation of the employee.

*Subd. 5* An employee who is absent from work as a result of an injury or illness compensable under the Worker's Compensation Act who elects to receive sick leave and/or vacation pay pursuant to the provisions of this Section shall submit the employee's compensation check endorsed to the School Board.

Section 7 Holidays Employees who work 30 hours per week or more shall be eligible for the following holidays. Employees who work at least 20 hours per week but less than 30 hours per week shall be eligible for three (3) of the holidays, indicated by the asterisk (\*).

The following ten (10) days will be considered paid holidays:

Independence Day	Christmas Day*
Labor Day	New Year's Day
Thanksgiving Day*	Martin Luther King Day, or other day, as designated
Friday following Thanksgiving	Presidents' Day*
Christmas Eve Day	Memorial Day

*Subd. 1* Floating Holidays

Three (3) additional paid holidays shall be observed for employees scheduled for a normal work week of 30 hours or more. The floating holidays shall be on days designated by the School Board. Floating holidays will be assigned during the normal work year of eligible employees.

**Section 8 Jury Duty** Bargaining unit employees summoned to jury duty may be granted paid absence, not deducted from sick leave, for the normal work days the employee is required to serve on jury duty. Employees granted paid absence for jury duty shall be paid their normal daily salary less jury duty fees for each normal work day the employee is required to serve on jury duty.

**Section 9 Bereavement Leave** Upon advance notice and arrangement with the Superintendent, up to five days paid leave, noncumulative, may be used for the attendance at or arrangement of the funeral of an employee's spouse, child, parent, dependents, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, significant other, parents of significant other, children of significant other, or brother or sister of significant other. Additional days may be granted at the discretion of the Superintendent.

### **Article IX: Unpaid Leaves of Absence**

**Section 1 Child Care Leave** The School Board will grant a leave to an employee who makes a written application for such a leave subject to the following:

*Subd. 1* The employee shall submit written application for a child care leave to the School Board at least 90 calendar days prior to the desired commencement of the leave except in the case of adoption. In that case the employee should, upon learning of the date of adoption, submit a written application for a request of child care leave to the School Board.

*Subd. 2* Child care leave will commence at a date mutually agreed upon, not to exceed fifteen (15) calendar months. Upon signifying an interest to return to duty in writing, the School Board shall determine a mutually agreeable date of return. If there is no mutual agreement the School Board shall establish the date of return after taking into consideration individual characteristics and capacities, the ability to perform the duties of employment, efficiency, willingness to return to work, and the staff assistant's program. Employees shall be reinstated to their original position of like status. In the case of childbirth, the School Board may request the employee to furnish a statement from the employee's attending physician to help determine personal medical safety.

*Subd. 3* The employee shall retain all seniority and fringe benefits which had accrued prior to taking the child care leave.

*Subd. 4* This shall be a leave of absence without pay during which an employee shall not accrue fringe benefits or be eligible for School Board insurance contributions, but shall accrue seniority.

**Section 2 Leave of Absence Without Pay** A leave of absence without pay may be approved by the School Board upon the recommendation of the Superintendent, to employees who request such a leave in writing.

*Subd. 1* An employee on leave of absence without pay will not earn credit for advancement on the salary schedule or accumulated sick leave benefits during the period of the leave of absence.

*Subd. 2* The duration of a leave of absence without pay shall be for up to one (1) year. Under unusual circumstances, a one (1) year extension of the leave of absence may be approved. Failure of the employee to request and be granted an extension or to return to duty at the end of the leave of absence without pay will thereby terminate the employee's employment with the School Board.

*Subd. 3* The employee shall retain all seniority and fringe benefits which had accrued prior to taking leave of absence without pay.

*Subd. 4* This shall be a leave of absence without pay, during which an employee shall not accrue fringe benefits, seniority, or be eligible for School Board insurance contributions.

**Section 3** Leave of Absence for Disability The School Board will grant a leave of absence for disability without pay to employees who incur a disabling injury or illness, which prevents them from performing their job duties and responsibilities. The leave shall be for a period commencing on the date of the expiration of sick leave or from the date of income protection benefit eligibility, whichever occurs first, for a period of twelve (12) consecutive months unless the employee requests in writing a leave for a period of less than 12 consecutive months.

*Subd. 1* The employee shall retain all seniority and fringe benefits which had accrued prior to taking leave of absence for disability.

*Subd. 2* This shall be a leave of absence without pay during which an employee shall not accrue fringe benefits or be eligible for School Board insurance contributions, but shall accrue seniority.

**Section 4** Failure to Return from Leave Employees who do not return to duty at the expiration of a leave of absence provided by Section 1, 2 and 3 of this Article shall be considered to have resigned, except in extenuating circumstances.

**Section 5** Continuation of Insurance Employees on an approved leave of absence established by Section 1, 2, and 3 of this Article may continue to participate in the group insurances established by Article VI, to the extent permitted by the insurance policy, at the employee's personal expense. An employee electing to continue participation in the group insurance programs shall arrange to pay the full monthly premiums through the District Office. Any insurance benefit based upon income shall be calculated on the salary received during the last year the employee was on duty.

## **Article X: Hours of Work**

**Section 1** Normal Work Day An employee's normal work day will be eight (8) hours, excluding a duty-free unpaid lunch period of 30 minutes.

**Section 2** Normal Work Week The normal work week of a full-time employee will be five (5) normal work days.

**Section 3** Normal Work Year The normal work year of a full-time employee will be 36-38 weeks or longer

**Section 4** Scheduled Work Hours/Work Year The district will notify each employee of scheduled work hours and work year in a reasonable fashion. The district will make every effort to provide notice at least two

weeks prior to the start of the school year. Supervisors will notify employees in writing whether employees are required to attend workshops before the regular year starts and whether the employees will be paid for attendance at those workshops.

Section 5 Scheduled Work Year The scheduled normal work year shall not be changed without prior consultation with affected employees and thirty (30) calendar days written notice of change, except in an emergency.

Section 6 Overtime Pre-approved hours worked under the following conditions shall be considered overtime.

- Subd. 1 Daily* Hours worked in excess of a normal work week, as defined by Section 2, shall be paid at the rate of 1 and 1/2 times the employee's hourly rate of pay.
- Subd. 2 Weekly* Hours worked in excess of a normal work week, as defined by Section 2, shall be paid at the rate of 1 and 1/2 times the employee's hourly rate of pay.
- Subd. 3 Holidays* Hours worked on a holiday, as established by Article VIII, Section 6, shall be paid at the rate of 1 and 1/2 times the employee's hourly rate of pay in addition to holiday pay.

Section 7 Unscheduled Emergency Closing On days when school is canceled due to an *unscheduled* emergency, all secretaries and support staff shall not report to work and for the first day will be paid an amount equal to the hours paid for the normally scheduled work day. Any additional days on which school is canceled due to an *unscheduled* emergency, secretaries and support staff will be permitted to use accumulated annual leave, personal leave or compensatory overtime. If the employee has no such time accumulated, or if the employee so chooses, the employee may make up the missed time at a time mutually agreed upon by the employee and the employee's supervisor provided work is available within the parameters of the employee's job description. Employees who choose not to use the above accumulated leave or to make up the time will not be paid.

Section 8 Compensatory Time

- Subd. 1* An employee may be granted comp time in lieu of the payment for overtime as set forth in Article X, Section 5, upon the prior written approval of the employee's immediate supervisor.
- Subd. 2* Earned comp time may be taken at any time at the request of the employee, subject to the prior approval of the employee's immediate supervisor.
- Subd. 3* All comp time may be taken at any time at the request of the employee, subject to the prior approval of the employee's immediate supervisor. Unused compensatory time must be taken within four (4) months after the end of the contract year in which it is earned or it shall be forfeited.
- Subd. 4* Pre-approved hours worked in excess of the number of hours normally assigned the employee shall be considered compensatory time.

Section 9 Job Sharing In the event that two employees share a position established by the School Board, eligibility for paid absences, as defined in Article VIII, will be based on the combined total hours of work. Benefits will be prorated based on the individual employee's assigned hours.

## **Article XI: Absences from Work**

Section 1 Employee Notification Employees who are unable to report to their normal work day shall have the personal responsibility to notify their immediate supervisor of such absence as soon as possible prior to the beginning of the normal work day, except in the event of extenuating circumstances. Failure to make such notification may be grounds for discipline by the School Board.

Section 2 Resignation Failure to report for work without notification to the employee's supervisor may be considered by the School Board as a resignation on the part of the employee, except in extenuating circumstances.

### Section 3 Absence Without Pay

*Subd. 1* Employees may be granted absences without pay to a maximum of five (5) normal work days per year. Requests for absence without pay shall be made in writing, at least three (3) calendar days in advance of the date of absence, provided that the three (3) calendar day notice may be waived by the School Board in cases of personal emergency. The approval of requested absence without pay shall be at the discretion of the School board, which is subject to the grievance procedure.

*Subd. 2* An absence without pay shall not affect fringe benefits or seniority of an employee.

*Subd. 3* Employees requiring an absence without pay in excess of five (5) normal work days during a year, shall request a leave of absence without pay according to the provisions of Article IX, Section 2.

## **Article XII: Retirement**

Section 1 Retirement The purpose of the Secretaries/Staff Assistants Retirement Incentive Plan is to encourage employees to develop a financial plan for their future by providing money, which would otherwise have been available at retirement, for investment during the course of employment with the District. The Plan will require participation by the employee coupled with a matching contribution from the District. The objective of the Plan is to develop a long term solution to the concept of severance for younger employees, while preserving more traditional plans for senior employees. Such plan shall be conducted under the rules of I.R.C. 403 (b).

Employees hired prior to July 1, 2000, may participate in only one (1) of the two (2) options listed below, either the Retirement Trust or the Retirement Incentive. These employees must make their selection by October 1, 2000. The plan selection is final and the employee may not change to the other plan at any time during their employment with ISD 282.

Employees hired on or after July 1, 2000, are only eligible to participate in the Retirement Trust. Upon reaching the eligibility requirements the employee must notify the Business Office of his/her intent to participate within thirty (30) days. Employees hired between October 1<sup>st</sup> and June 30<sup>th</sup> would receive a prorated district matching contribution.

### A) Retirement Trust

#### 1. Eligibility

- a. All fulltime employees may participate in a district matching annuity program provided for in M.S. 356.24.
- b. Employees electing to participate must notify the School District by October 1<sup>st</sup> of the school year of participation. After employees initially elect to participate in the District Matching funds program, they may change the contribution amount once per year.

2. Defined Contribution Plan

Step Placement	Maximum Annual District Matching Contribution	
	2010-11	2011-12
1 – 2	\$ 0	\$ 0
3 – 10	\$ 1,350	\$ 1,350
11- 15	\$ 1,600	\$ 1,600
16-20	\$ 1,850	\$ 1,850
21 – 25	\$ 2,100	\$ 2,100
26+ years of service	\$ 2,200	\$ 2,200
Maximum Career District Matching Contribution - \$24,000		

B) Retirement Incentive

1. Eligibility

Fulltime employees, as defined in this Agreement, hired prior to July 1, 2000, and who have completed at least fifteen (15) years of continuous service with the School District and have reached the age of 55, shall be eligible for a retirement payment, pursuant to the provisions of this section upon submission of written resignation and acceptance by the School Board.

This section shall not apply to any employee discharged for cause by the Board. The retirement inducement payment will be based on accumulated sick leave, and years of employment.

- a. Sick Leave: Sick leave credit shall be 1/2 of the employee’s accumulated sick leave as of the date of retirement not to exceed thirty (30) days.
- b. Years of Employment: Years of employment credit shall be 1 and 1/2 days credit for each year of continuous employment as of the date of retirement, not to exceed thirty (30) days.
- c. Personal Leave: Personal leave credit shall be 1/2 of the employee’s accumulated personal leave as of the date of retirement not to exceed five (5) days.

The product of this computation will be the number of days of the retirement inducement payment times the employee’s daily rate of pay, not to exceed \$7,133 in 2010-11 and \$7,133 in 2011-12 in any case.

2. Method of Payment

Employees shall receive the retirement payment in one lump sum about July 15<sup>th</sup> of the year of the employee’s retirement.

3. Daily Rate

An employee's "daily rate" of pay for the purposes of calculating a retirement inducement payment, shall be the employee's hourly rate of pay established by Article VII, Section 3, multiplied by the hours of the employee's normal work day.

C) To be eligible for the retirement incentive programs as stated in this Article, an employee must be full-time (school year employee and 30 hours per week).

Section 2 Hospital Insurance Fulltime employees who were employed by the district prior to July 1, 2009, who retire prior to the age of 70, and who meet the eligibility conditions established by Section 1, B1, may individually elect to continue participation in the group hospitalization plan established by Article VI, Section 3.

The School Board will contribute according to Article XV, Section D, of the teachers' contract, single coverage only, up to a maximum of seven years or Medicare eligibility whichever is first according to the following formula:

- 2.1 Four years of health insurance
- 2.2 An additional one year of health insurance if the employee has accumulated seventy-five (75) days of sick leave and has 20 years of service.
- 2.3 An additional one year of health insurance if the employee has accumulated one hundred (100) days of sick leave and has 20 years of service.
- 2.4 An additional one year of health insurance if the employee has accumulated one hundred twenty (120) days of sick leave and has 20 years of service.

Thereafter, monthly premiums shall be paid by the retired employee. The retired employee shall pay any premium amount not paid by the district one month in advance at the school board's office.

*Subd. 1 Eligibility* To be eligible for the retirement inducement program established by this Article an employee must be fulltime (normal work week of thirty (30) hours or more).

Section 3 Dental Insurance Upon retirement all employees who were enrolled in the district group dental plan prior to their retirement may elect to continue participation in the group dental plan at the employee's expense until the retired employee reaches the age of Medicare eligibility.

### **Article XIII: Grievance Procedure**

Section 1 Definition A grievance shall be defined as a dispute concerning the interpretation of or the adherence to the terms and/or provisions of this Contract.

Section 2 Procedure In the event of an alleged grievance the employee or employees involved shall discuss the matter with their immediate supervisor within fourteen (14) calendar days from the date the grievance occurred. If the grievance is not resolved within five (5) calendar days following the discussion between the employee(s) involved and their immediate supervisor the grievance may be appealed in accordance with the following:

Step 1 Within ten (10) calendar days following the employee-immediate supervisor discussion the Union shall give written notice of an appeal to his/her immediate supervisor. The immediate supervisor and the Union steward shall meet and attempt to resolve the grievance within five (5) calendar days after the union appeal is received by the immediate supervisor.

Step 2 Within ten (10) calendar days following the steward-supervisor meeting the Union shall give written notice of appeal to the Superintendent. The Superintendent and a union business representative shall meet and attempt to resolve the grievance within ten (10) calendar days after the Union appeal is received by the Superintendent.

Step 3 If the grievance remains unresolved following the Superintendent-Union Business Representative meeting the Union may appeal the grievance, within ten (10) calendar days, to arbitration as provided by the provisions of Section 3 by written notice to the Chairperson of the School Board.

Section 3 Arbitration An alleged grievance appealed in accordance with Step 3 shall be submitted to arbitration in accordance with the PELRA.

#### **Article XIV: Discipline**

Section 1 Discipline for Just Cause The School Board shall have the right to discipline employees for just cause.

*Subd. 1* Disciplinary actions by the School Board shall include only the following

- 1.1 Oral reprimand
- 1.2 Written reprimand
- 1.3 Suspension
- 1.4 Discharge

*Subd. 2* Employees who are to be discharged shall be notified in writing of such action together with a statement of the reason(s) for discharge, a copy of which shall be sent to the Union.

Section 2 Grievance Procedure A written reprimand, suspension, or discharge of an employee may be processed through the procedures of Article XIII (Grievance Procedure).

#### **Article XV: Miscellaneous Terms and Conditions**

Section 1 Probationary Period New employees of the School Board shall serve a probationary period of 90 consecutive calendar days of employment. During the probationary period an employee may be terminated at the sole discretion of the School Board, without such termination being appealable through the grievance procedure.

Section 2 Posting New positions or vacant positions shall be posted for seven calendar days at each school. In the event the School Board determines to discontinue or not to fill a vacant position the Union shall be notified in writing of such determination. Applicants must submit bids in writing before the close of the posting. All applicants will be given consideration for the opening and the selected applicant will be notified within seven (7) calendar days after the close of the posting. Written requests for a change in schools, or downgrade will be considered along with others who have applied for the posted job.

Section 3 Notice of Resignation Employees resigning from employment shall give at least fourteen (14) calendar days written notice to the School Board of their intention to resign.

Section 4 Notice of Termination Employees shall be given at least fourteen (14) calendar days written notice of termination of employment by the School Board, except for employees terminated for just cause in accordance with the provisions of Article XIV.

Section 5 Re-Employment Employees who are re-employed following resignation or termination of employment shall be considered new employees for the purpose of fringe benefits and Salary Schedule step placement, provided that employees re-employed following less than a six month interruption of employment may have their previously earned fringe benefits and former Salary Schedule step restored.

Section 6 Seniority Seniority shall be defined as the length of continuous full-time equivalency employment beginning from an employee's most recent date of employment.

*Subd. 1* In the event that a voluntary consolidation with another school district(s) is to be implemented, representatives of the School Board will meet with representatives of SEIU Local 284 with the intent to negotiate an agreement concerning:

- 1.1 the method of transferring employees to the school district created by the consolidation;
- 1.2 the merging of the seniority lists of affected employees, and
- 1.3 the procedure for the lay-off of employees, if necessary because of this consolidation.

*Subd. 2* Employees affected by this Subdivision are those employees which are exclusively represented by SEIU Local 284 in the following appropriate units:

- 2.1 Custodian and Maintenance - BMS Case No. 76-PR-1086-A
- 2.2 Secretarial and Staff Assistants - BMS Case No. 76-PR-1009-A
- 2.3 Food Service - BMS Case No. 76-PR-863-A

*Subd. 3* In the event that a mandatory consolidation with another school district(s) is required, representatives of the School Board will meet with representatives of SEIU Local 284 with the intent to negotiate an agreement concerning:

- 3.1 the method of implementing the procedures of applicable law or rule and regulation, and,
- 3.2 the employees stated in Subd. 2, if no procedures are established by applicable law or rules and regulations.

Section 7 Layoff In the event it is necessary to reduce the work force, employees shall be laid off in accordance with the following:

1. Employees with the least continuous service will be laid-off first.
2. If a senior full-time employee's position is eliminated, the employee, if qualified, shall have the right to displace the least senior full-time employee (with hours equivalent to or less than a pay grade equivalent or less than) or accept the layoff.
3. If a senior part-time employee's position is eliminated, the employee, if qualified, shall have the right to displace the least senior part-time employee (with hours equivalent to or less than and pay grade equivalent or less than) or accept the layoff.
4. In no case shall an employee displace any employee with greater seniority or shall a part-time employee displace a full-time employee. (Effective after July 1, 1986).
5. Reduction of hours - In the event it is necessary to reduce the scheduled work week of an employee by more than one hour per day during a school year or to reduce the scheduled work week of an employee working thirty (30) hours or more to a work week of less than thirty (30) hours, the employee shall have the right to replace another employee in accordance with the layoff procedure.

6. Employees laid-off in accordance with this Section shall be placed on the recall list for a period of twenty-four (24) calendar months. Employees shall be recalled from layoff based on seniority, if qualified. Employees notified of recall shall respond in writing within ten (10) calendar days from the date notification is postmarked or forfeit any right to recall to that position. Once an individual is recalled and reemployed by the district, they have no further right to recall. Employees who are recalled to work shall have their seniority, salary schedule step placement, earned sick leave, and personal leave benefits at the time of layoff, reinstated.

**Article XVI: Duration**

Section 1 Term and Reopening Negotiations This contract shall remain in full force and effect for a period commencing on July 1, 2010, unless specified otherwise herein, through June 30, 2012, and thereafter until modifications are made pursuant to PELRA. If either party desires to modify or terminate this Contract commencing on July 1, 2012, it shall give written notice of such intent not later than May 1, 2012. All previous memorandums of understanding shall sunset and will not be considered part of this contract. Unless otherwise mutually agreed, the parties shall not commence negotiations more than ninety (90) calendar days prior to the expiration of this contract.

Section 2 Effect This Contract constitutes the full and complete agreement between the School Board and the Union as the exclusive representative of the employees. The provisions herein relating to terms and conditions of employment supersede any and all prior agreements, resolutions, practices, School Board policies, rules or regulations concerning terms and conditions of employment inconsistent with these provisions.

Section 3 Finality Any matters relating to the terms and conditions of employment, whether or not referred to in this Contract, shall not be open for negotiations during the term of this Contract, provided that the parties may mutually agree to modify any provision of this Contract.

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

AGREED TO as the full and complete understanding between the parties as attested to by the signatures of the following representatives of the School Board and the Union.

FOR THE UNION

FOR THE SCHOOL BOARD

\_\_\_\_\_  
*Business Representative, Russ Lewis*

\_\_\_\_\_  
*Chairman, Barry Kinsey*

\_\_\_\_\_  
*Steward, Bonnie Brever*

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*Director, Dave Evans*

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*Steward, Jean McClean*

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*Negotiator, Kristen Hoheisel*

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*Negotiator, Lynn Anderson*

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*Negotiator, Rod Thompson*

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*Negotiator, Schar Olson*

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Master Contract  
between  
The School Board of  
Independent School District 282  
and  
School Service Employees  
SEIU Local 284  
Secretaries/Support Staff  
  
2010-12**