

AGREEMENT

between

INDEPENDENT SCHOOL DISTRICT 196

and

**RAVE
CLERICAL ASSOCIATION**

SECRETARIAL AND CLERICAL EMPLOYEES

Effective July 1, 2005 through June 30, 2007

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SECTION 1 PURPOSE

THIS AGREEMENT, entered into between the School Board of Independent School District 196, Rosemount, Minnesota, hereinafter referred to as the School Board or School District, and the RAVE Clerical Association, hereinafter referred to as exclusive representative or Association, 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. of 1971 as amended, to provide the terms and conditions of employment for Independent School District 196 clerical employees during the duration of this Agreement.

SECTION 2 RECOGNITION OF EXCLUSIVE REPRESENTATIVE

- 2.1 Recognition: In accordance with the P.E.L.R.A. of 1971 as amended, the School Board recognizes the RAVE Clerical Association as the exclusive representative of all secretarial and clerical employees employed by Independent School District 196 in the appropriate unit as defined in Section 2.3 of this Agreement, which exclusive representative shall have those rights and duties as prescribed by the P.E.L.R.A. of 1971 as amended, and as described in the provisions of this Agreement.
- 2.2 Appropriate Unit: The exclusive representative shall represent all secretarial and clerical employees of the District contained in the appropriate unit as defined in Section 2.3 of this Agreement and the P.E.L.R.A. of 1971 as amended, and in certification by the Director of Mediation Services, case number 05-PRE-1105.
- 2.3 Description of Appropriate Unit: For purposes of this Agreement, the term secretarial and clerical employees means all secretaries and clerks in the appropriate unit employed by the School Board in such classification, but excluding the following: secretaries and clerks in the superintendent's office, secretaries to superintendent's cabinet directors, secretary to the coordinator of Human Resources, employees hired to work less than fourteen (14) hours per week or 35% of the normal work week and employees hired to work less than 67 work days per year as well as supervisory and confidential employees.
- 2.4 Notification: The School District shall notify the Association in writing within five working days after a new employee completes his/her new hire paperwork. The School District shall notify the Association within five working days after a change notice is processed by Human Resources that changes an employee's scheduled hours or job classification.

SECTION 3

DEFINITIONS AND RIGHTS

3.1 Terms: Terms used in this Agreement shall have those meanings as defined by the P.E.L.R.A. of 1971 as amended.

3.2 Rights: Employer and employee rights shall be as contained in P.E.L.R.A. of 1971 as amended.

3.3 Definitions:

Secretary: Full-Time - Shall be an employee who works forty (40) hours per week, twelve (12) months per year.

Secretary: Ten Month - Shall be an employee who works at least the student school days but less than twelve (12) months per year.

Accounting Clerk: Full-Time - Shall be an employee who works forty (40) hours per week, twelve (12) months per year.

Clerk and Clerk Typist: Full-Time or Ten Month - Shall be an employee who works on an hourly basis, sometimes less than forty (40) hours per week, performing tasks identified by the appropriate job description.

Part-time Employee: Shall be an employee who works on a regular basis, less than forty (40) hours per week, in a role as secretary full-time, secretary ten (10) month, accounting clerk full-time, clerk or clerk typist. Such employee shall receive pro rata compensation under the terms of this Agreement.

Substitute and Temporary Employee: Shall be an employee who works less than sixty-seven (67) days per year or an employee who works less than fourteen (14) hours per week or 35% of the normal work week for more than sixty-seven (67) days in a year and is thus not subject to the provisions of this Agreement until the maximum days and hours of work have been achieved as per this Section.

Daily Rate of Pay: An employee's daily rate of pay shall be the applicable hourly rate and applicable longevity pay as provided in the wage rate section times eight hours times the employee's full-time equivalent. The daily rate of pay shall not include overtime pay, additional services pay or other compensation.

SECTION 4

SCHOOL BOARD RIGHTS

- 4.1 Inherent Managerial Rights: The exclusive representative recognizes that the School Board is not required to meet and negotiate on matters of inherent managerial policy, which includes, 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.
- 4.2 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.
- 4.3 Effect of Laws, Rules, and Regulations: The exclusive representative recognizes that all employees covered by this Agreement shall perform such 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 and 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 provisions of this Agreement found to be in violation of any such laws, rules, regulations, directives or orders shall be null and void and without force and effect.
- 4.4 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 Agreement are reserved to the School Board.

SECTION 5 EMPLOYEE RIGHTS

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

5.3 Dues Check Off: Employees shall have the right to request and be allowed dues check off provided that dues check off and the proceeds thereof shall not be allowed any organization that has lost its right to dues check off pursuant to the P.E.L.R.A. of 1971 as amended. Upon receipt of a properly executed authorization card of the employee involved, the School District will deduct from the employee's paycheck the dues the employee has agreed to pay to the organization during the period provided in said authorization. Deductions may be terminated by the employee by giving 30 days written notice to the Board and the Payroll Department to stop deductions.

All Association related deductions shall be deducted from the employee's paychecks in equal installments. Twelve month employees shall have 24 equal deductions and ten month employees shall have 19 equal deductions. These deductions shall coincide with group insurance deductions.

5.4 Fair Share Fee: In accordance with M. S. 179A.06, Subd. 3, any employee included in the appropriate unit who is not a member of the exclusive representative is required by the exclusive representative to contribute a fair share fee for services rendered as exclusive representative. The fair share fee required of any employee shall not exceed his/her prorata share of the specific expenses incurred for services rendered by the exclusive representative in relationship to negotiations and administration of grievance procedures for employees in the appropriate unit.

The employer shall notify the exclusive representative within 20 days after termination of employment. After 30 days notice in writing to the Payroll Officer of the name of the employee and the amount of the fair share fee certified by the exclusive representative, the School District will deduct such fair share fee in installments from such employee's pay check each month and will forward such fees to the exclusive representative. The exclusive representative agrees to notify the employer promptly whenever any employee subject to a fair share deduction becomes a member of the exclusive representative, and no further fair share fee deductions for such employee will thereafter be made. Any dispute as to the amount of such fee shall be solely between the exclusive representative and the employee involved.

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.

All Association related deductions shall be deducted from the employee's paychecks in equal installments. Twelve month employees shall have 24 equal deductions and ten month employees shall have 19 equal deductions. These deductions shall coincide with group insurance deductions.

5.5 Credit Union: Upon receipt of signed authorizations from secretarial-clerical employees, the School District agrees to deduct from secretarial-clerical salaries payments to any Credit Union to which payments are

already being made by other employees through School District payroll deductions. The employee may originate or change the amount of deduction by notifying the Credit Union. The School District will make the deduction only upon notification from the Credit Union. An employee may terminate the deduction at any time during the school year by notifying the Credit Union. The School District will cancel the deduction by the second week after notification from the Credit Union. Deductions will remain in effect from one school year to the next until notification is received from the Credit Union.

- 5.6 Tax Sheltered Annuity: Upon receipt of signed applications from secretarial-clerical employees on a form approved by the payroll department, the School District agrees to deduct from secretarial-clerical salaries payments to any eligible tax shelter company to which payments are already being made by other employees through School District payroll deductions. Calculations of allowable maximum contributions, according to IRS regulations, shall be the responsibility of the annuitant and the respective company. In no instance is the District liable for exceeding maximum allowable contributions as specified in IRS regulations. District involvement in the annuity program is limited to payroll deduction and remittance of such deductions to the designated company, and questions about policies, reports, refunds, status of all such matters are to be determined between the participant and the company and not referred to District offices. Payroll deductions will be deducted each pay period in equal installments of not less than \$10 per pay period and will be continued from one school year to the next unless the employee notifies the Payroll Department in writing of his/her desire to terminate deductions. Commencement or modification of annuity contributions will be effected by the Payroll Department as soon as practicable following receipt of written communication from the employee. This section is based on Section 403(b) of the Internal Revenue Codes as amended.
- 5.7 Probationary Period: An employee shall, under the provisions of this Agreement, serve a probationary period of 60 days worked during which time the School District shall have the unqualified right to suspend without pay, discharge or otherwise discipline such employee; and during this probationary period the employee shall have no recourse to the grievance procedure, insofar as suspension, discharge or other discipline is concerned. However, a probationary employee shall have the right to bring a grievance on any other provision of the contract alleged to have been violated.
- 5.8 Progressive Discipline: The parties to this Agreement recognize both the concept of progressive discipline and the fact that accelerated disciplinary actions, including discharge, may be warranted in instances involving severe or repeated misconduct. An employee who has completed the probationary period may be suspended without pay, discharged or disciplined only for just cause. Written reprimands, notices of suspension and notices of discharge which are to become part of an employee's personnel file shall also be sent to the employee who is the subject of such documents and to the exclusive representative.
- 5.9 Personnel Files: The School District personnel file relating to an individual employee will be available during regular office business hours to that employee. Upon written request, the employee shall have the right to reproduce any of the contents of the file at his/her own expense and to submit for inclusion in the file written information in response to any material contained therein.
- 5.10 Association Business:
- 5.10.1 The School District shall not deduct the pay of elected officers or appointed representatives involved in/or conducting Association business up to forty (40) days per calendar year, however,

these days shall not be used for negotiation, mediation or arbitration of any kind or anything related thereto. Any days used will be charged to the Association at the hourly rate for the substitute, if any, required to perform the duties of the employee conducting Association business.

Each subsequent day used for Association business each year should be billed to the Association at the full daily pay rate of the absent clerical employee for each day of absence.

These absences are to be requested and authorized by the Association.

5.10.2 The School District shall not deduct the pay of Association members for negotiation, mediation or arbitration of any kind or anything related thereto. Any days used will be charged to the Association at the hourly rate of pay for each individual.

These absences are to be requested and authorized by the Association.

5.10.3 Written notification for the use of Association leave must be made in writing by the Association to the Director of Human Resources at least three calendar days in advance indicating the clerical employee designated to be released from duty and the date of release as well as the reason for the release and the location where the clerical employee may be reached. The School District shall afford reasonable time off to elected officers or appointed representatives of the exclusive representative to conduct the duties of the exclusive representative and shall, upon request, provide for leaves of absence to elected or appointed officials of the exclusive representative.

5.11 District's Job Evaluation Committee: The exclusive representative shall appoint a secretarial/clerical representative to serve on the district's job evaluation committee. The exclusive representative retains the right to appoint or reappoint a replacement if the current secretarial/clerical representative resigns from the committee or has served a period equal to or exceeding two years.

5.12 District's Insurance Committee: The exclusive representative shall appoint a secretarial/clerical representative to serve on the district's insurance committee. The exclusive representative retains the right to appoint or reappoint a replacement if the current secretarial/clerical representative resigns from the committee or has served a period equal to or exceeding two years.

SECTION 6
WAGES AND COMPENSATION

NOTE: Notwithstanding the language in Section 6.5.3, for the contract period July 1, 2005 to June 30, 2007, step advancement will be as follows:

| | <u>7/1/05</u> | <u>7/1/06</u> | <u>1/1/07</u> |
|---|---------------|---------------|---------------|
| <i>Employees hired 12/1/03 – 11/30/04</i> | <i>4</i> | <i>4</i> | <i>4</i> |
| <i>Employees hired 12/1/04 – 6/30/05</i> | <i>3</i> | <i>3.5</i> | <i>4</i> |
| <i>Employees hired 7/1/05 – 6/30/07</i> | <i>3</i> | <i>3</i> | <i>3.5</i> |

6.1 Wage Rates: Secretarial and clerical employees shall be given the appropriate wage as indicated by the following salary schedule commencing July 1, 2005, and ending June 30, 2006:

| Step | Group I | Group II | Group III | Group IV | Group V | Group VI |
|------|---------|----------|-----------|----------|---------|----------|
| 3 | 15.52 | 14.57 | 13.74 | 12.81 | 12.50 | 12.14 |
| 4 | 18.39 | 17.38 | 16.50 | 15.54 | 15.19 | 14.81 |

6.2 Wage Rates: Secretarial and clerical employees shall be given the appropriate wage as indicated by the following salary schedule commencing July 1, 2006, and ending December 31, 2006:

| Step | Group I | Group II | Group III | Group IV | Group V | Group VI |
|------|---------|----------|-----------|----------|---------|----------|
| 3 | 15.77 | 14.82 | 13.99 | 13.06 | 12.75 | 12.39 |
| 3.5 | 16.77 | 15.82 | 14.99 | 14.06 | 13.75 | 13.39 |
| 4 | 18.64 | 17.63 | 16.75 | 15.79 | 15.44 | 15.06 |

6.3 Wage Rates: Secretarial and clerical employees shall be given the appropriate wage as indicated by the following salary schedule commencing January 1, 2007, and ending June 30, 2007:

| Step | Group I | Group II | Group III | Group IV | Group V | Group VI |
|------|-------------|----------|-----------|----------|---------|----------|
| 3 | Delete Step | | | | | |
| 3.5 | 17.02 | 16.07 | 15.24 | 14.31 | 14.00 | 13.64 |
| 4 | 18.89 | 17.88 | 17.00 | 16.04 | 15.69 | 15.31 |

6.4 Wage Groups: As of July 1, 2005, the job titles included in each of the wage groups set forth in Section VI, Sections 1, 2 and 3, of this Agreement were as follows:

Group I

Secretary to Coordinator of Facilities and Grounds
Secretary to Coordinator of Transportation
Secretary to Department of Human Resources
Secretary to Coordinator of Fiscal Services
Secretary to Coordinator of Food and Nutrition Services
Secretary to Coordinator of Technology and Communications Specialist
Secretary to High School Principal
Secretary to Middle School Principal
High School (12 month) Building Secretary
High School Bookkeeper/Secretary
Bookkeeper/Secretary to Payroll Department
Bookkeeper/Secretary to Accounting Department
Secretary to Elementary School Principal
Assessment Center Secretary
Secretary to Coordinator of ECFE
Secretary to ALC Coordinator
High School Technology Support Clerk
Career Development Program Secretary
Secretary to Educational Services Coordinator
Work Station Technician
Secretary to ABE Coordinator
Secretary to EBD Coordinator
Secretary to Secondary Curriculum Coordinator
Secretary to Professional Development & Math/Science Coordinator
Secretary/Sub Caller
Secretary to Elementary Curriculum Coordinator
Secretary/Registrar
Secretary to Coordinator of ECSE

Group II

Middle school (12 month) Building Secretary
Special Education Department Secretary
ECFE Center Secretary
Educational Services Department Secretary
Secretary to Community Education Area Manager
Secretary to Aquatics Coordinator
Secretary to Integration/Equity Coordinator
Community Education (12 month) Secretary
Word and Design Secretary
Insurance Department Secretary

Student Information Secretary
Food Service Technology Support Clerk
Library/Media Technician (SES)
Middle School Technology Support Clerk
Secretary/Human Resources
Accounting/MIS Clerk

Group III

Accounting Clerk
Accounting Clerk, Payroll
Accounting Clerk, Insurance
Accounting Clerk, Central Receiving
Accounting Clerk, Transportation
Accounting Clerk, Facilities and Grounds
Accounting Clerk, Science Center
Accounting Clerk, Special Education Department
Accounting Clerk, Food Services
Census Recorder/Caller
District Office Receptionist/Switchboard
Clerk Typist, (12 month) Community Education
Elementary Technology Support Clerk
Health & Safety Department Clerk
Micrographics Secretary
Cable TV Operations Editor

Group IV

Child Study Secretary
Attendance Secretary
Guidance Secretary
Elementary (10 month) Secretary
Middle School (10 month) Secretary
High School (10 month) Secretary
Educational Services Department (10 month) Secretary
Community Education (10 month) Secretary
Lead Printroom Clerk (12 month)

Group V

Student Support Assistant
Program Support Assistant
Harrison Reading Clerk
Chapter I/Basic Skills Clerk
Computer Lab Clerk
Behavior Support Clerk
Secondary Media Center Clerk
Printroom Clerk
Word Processing & Design Instructional Clerk (SHMS)

ECFE Teaching Assistant
Assistive Technology Vision Clerk
Early Childhood Screening Clerk

Group VI

Mail Room Clerk
AOM Clerk
Parent Volunteer Clerk
ECFE Clerk
Instructional Clerk
Staff Resource Clerk
Resource Clerk
Xerox Clerk
Attendance Clerk
Student Services Clerk
Elementary Media Center Clerk
ABE Clerk Typist
Nurse's Office Clerk
Science Center Supply Clerk
Clerk-Typist, Facilities and Grounds

The parties may agree to add or change positions during the term of the working agreement.

6.5 Step Placement and Wage/Longevity Increment Movement:

6.5.1 New Employee Step Placement: New employees will start at the beginning rate in the appropriate wage group.

Beginning with employees who are hired to begin work after January 1, 2007, at the time an employee is first assigned to a position, the District may consider prior related experience in determining step placement on the salary schedule.

6.5.2 Reclassified Employee Step Placement: Employees in wage group I, II, III or IV who are reclassified after approval of this contract will be placed on the appropriate step in the new classification commensurate with the employee's years of service in the School District. Employees in wage group V or VI who are reclassified to Group I, II, III or IV may be paid during the first year of such assignment at a rate which is \$1.00 below the rate otherwise appropriate under Section 6.1, 6.2, and 6.3, but in no event will be paid at less than the Step 3 rate for the new assignment.

6.5.3 Common Anniversary Date for Wage, Longevity Step Movement and Tax-Deferred Matching Contributions:

NOTE: Notwithstanding the language in Section 6.5.3, for the contract period July 1, 2005 to June 30, 2007, step advancement will be as follows:

| | <u>7/1/05</u> | <u>7/1/06</u> | <u>1/1/07</u> |
|---|---------------|---------------|---------------|
| <i>Employees hired 12/1/03 – 11/30/04</i> | 4 | 4 | 4 |
| <i>Employees hired 12/1/04 – 6/30/05</i> | 3 | 3.5 | 4 |
| <i>Employees hired 7/1/05 – 6/30/07</i> | 3 | 3 | 3.5 |

year shall be the common anniversary date shared by all unit employees for purposes of wage step and longevity increment movement. New employees who begin employment on or after July 1 but before December 1 will be credited with a year's experience and will receive their first increment movement on the following July 1. New employees who begin employment on or after December 1 but before July 1 will be credited with a year's experience and will receive their first increment movement only after their second July 1 as an employee.

- 6.5.4 Personal Anniversary Date for Layoff and Recall: Consistent with Section 11.3, an employee's actual date of hire shall be used as the seniority date for purposes of layoff and recall.
- 6.6 Work Outside the Classification: When working in a position which is in a higher wage group than the employee's for a period of more than five (5) consecutive working days, the employee shall be paid the employee's step in the absentee's classification or salary range retroactive to the first day of such assignment.
- 6.7 Permanent employees, who (during their normal work periods) substitute for other permanent employees, shall not suffer loss in wages. Permanent employees who are asked to work other than their normal work period shall receive their regular rate of pay unless so notified prior to the scheduled work assignment.
- 6.8 The School District has the right to employ such personnel as it feels necessary on a part-time or casual basis.
- 6.9 Calculation of 12-Month Employee Salaries: Notwithstanding the provisions of Sections 6.1, 6.2 and 6.3, the salary of 12-month employees shall be calculated on the basis of actual hours worked per year.
- 6.10 Longevity: Employees who have completed the following amounts of service in the bargaining unit shall receive the corresponding amount of longevity pay per hour in addition to the basic wage rate set forth in Sections 6.1, 6.2 and 6.3. Employees shall receive longevity increases on July 1, consistent with Section 6.5.3.

| <u>Years of Service</u> | <u>July 1, 2003</u> |
|-------------------------|---------------------|
| 5 | \$ 1.00 |
| 8 | \$ 1.50 |
| 10 | \$ 2.00 |

| | |
|----|---------|
| 15 | \$ 2.50 |
| 20 | \$ 3.00 |
| 25 | \$ 3.25 |

6.11 Compliance: The wages set forth in Section 6 above are in accordance with Minnesota Statutes (1984) 471.991 through Minnesota Statutes (1984) 471.999, as revised. (Comparable Worth Law)

6.12 Pay Periods:

6.12.1 Secretarial/clerical employees will be paid twice per month with checks distributed on the 15th and last day of the month. In the event either of these days should fall on a weekend or holiday, the payday will be on the preceding work day.

6.12.2 Ten-month employees will have two options in regard to payroll checks:

- A. 1/19 of their annual salary on each of the first 19 pay dates beginning the second pay date in September.
- B. 1/24 of their annual salary on each of the 24 pay dates beginning the first pay date in September.

Options once made are final for the entire school year.

6.12.3 Returning secretarial/clerical employees shall retain the same option as they had the previous school year unless the coordinator of Human Resources is otherwise notified prior to August 15 of the school year. New employees must notify the School District payroll office of their selected option before August 15 or they will automatically be given option (a) above.

6.13 Travel Allowance: Employees shall be reimbursed for all private automobile usage which is incurred in connection with School District business at the rate per mile which was excludable from federal income tax on the July 1 immediately preceding the date of such usage.

6.14 Leaving Bargaining Unit: Any employee who leaves the bargaining unit for any other position within the School District forfeits their bargaining unit seniority.

SECTION 7 HOURS

7.1 Work Week: A regular work week shall consist of forty (40) hours and eight (8) hours a day, exclusive of lunch.

7.1.1 Work Breaks: The School District intends to allow reasonable work breaks depending on the length of the employee's regular work schedule. Employees working at least four hours per day shall be allowed to take one 15-minute break. Employees working six and one-half or more hours per day shall be allowed to take one 15-minute morning break and one 15-minute afternoon break. The parties recognize that the timing of breaks is subject to operating needs and schedules of the building or department, absenteeism of coworkers, continuity of services, etc., that not all employees desire the same amount or type of break consideration, and that buildings, departments, and employees may observe mutually acceptable alternative break practices.

7.1.2 Lunch Breaks: Employees scheduled to work six hours or more per day shall be allowed to take a one-half hour uninterrupted, duty-free, unpaid lunch break in addition to their scheduled hours. The parties recognize that the timing of lunch breaks is subject to operating needs and schedules of the building or department, absenteeism of coworkers, continuity of services, etc., that not all employees desire the same amount or type of lunch break consideration, and that buildings, departments, and employees may observe mutually acceptable alternative lunch break practices. Employees who do not receive an uninterrupted, duty-free lunch period shall receive their regular pay for the lunch period by reporting time worked on a timesheet.

Student support assistants are normally scheduled to eat lunch with their student and, therefore, are not eligible for a duty free lunch. The SSA is paid for their lunch period when the lunch period is taken with their student.

7.2 Work Year: Ten (10) month employees shall work and be paid for 174 days per year.* Ten (10) month employees shall commence work on the first student school day and work through the last student school day. Ten (10) month employees who work preschool and postschool days shall do so at the discretion of their supervisor. Payment shall be at the regular salary rate. Ten (10) month personnel are not required to work on parent-teacher conference days.

7.3 Overtime: Work in excess of forty (40) hours per week shall be considered overtime. Overtime shall be reimbursed at the rate of time and one-half. Overtime shall not be paid unless prior approval has been given by the employee's immediate supervisor. Days which are paid as holidays, vacation or sick leave are considered as days worked for purposes of calculating overtime premium entitlements for all employees. Additionally, hours compensated over eight (8) on conference days, open house days, jamboree days, and orientation days, shall be paid at a rate of time and one-half.

7.4 Ten Month Employee Work Year: Ten (10) month employees who are required to work over 194 days per year will be paid an additional \$.75 per hour effective on the 195th day. Ten (10) month employees who are required to work over 210 days per year will be paid an additional \$.75 per hour for a total of \$1.50 per hour more than their regular hourly rate for the 211th and subsequent days worked during a contract year.

* This provision will apply to 10-month employees hired prior to the first student school day who are scheduled to work five days a week through the last student school day.

7.5 Vacations:

7.5.1 Only full-time twelve (12) month employees who work thirty (30) hours or more per week shall be eligible to accrue vacation on the following basis:

| <u>Years of Continuous Eligible Employment</u> | <u>Annual Vacation</u> |
|--|----------------------------|
| 1 | 6 days |
| 2 | 11 days |
| 5 | 16 days |
| 10 | 18 days |
| 11 | 19 days |
| 12 | 20 days |
| 13 | 21 days |
| 14 | 22 days |
| 15 | 23 days |
| 20 | 24 days |
| 25 | 25 days |

7.5.2 Vacation may not be taken during the first six (6) months of employment with the School District, but may be used as accrued time thereafter on a pro rata basis. Employees will accrue vacation from the date of hire. Upon termination or resignation, employees will be paid for their accrued vacation on a pro rata basis.

7.5.3 Effective July 1, 1992, employees who become eligible for vacation under the provisions of this Section who were not previously eligible for vacation shall receive partial vacation credit for prior service with the School District since their most recent date of continuous employment. This partial vacation credit shall be determined as follows: First, the employee's hours worked while in ineligible status will be divided by 173.333 to determine the number of months of credit to be allowed. Next, the number of months of credit to be allowed will be subtracted from the date on which the employee was reassigned from ineligible to eligible status to determine the employee's adjusted vacation eligibility date. Then, upon the next anniversary of the employee's adjusted vacation eligibility date and on subsequent anniversaries thereof, the employee shall be credited with vacation according to the annual vacation schedule set forth in this Section.

7.5.4 Vacation which is credited on or after July 1, 1996, and not used within twenty-four (24) months from the anniversary date on which it is credited shall be forfeited.

7.6 Leave of Absence: A leave of absence of two days or less may be granted by the immediate supervisor. Leaves of absence over two days may be granted upon the approval and discretion of the coordinator of Human Resources. Leaves may be granted up to twelve (12) months. In all cases, the beginning date and the return date of the leave of absence must be approved by and determined at the discretion of the coordinator of Human Resources. An employee who has been granted a leave of absence of twelve months must provide written notice to the School District no later than 60 calendar days prior to their scheduled return date of his/her intentions of returning to his/her position. All leaves of absence are to be granted without pay. The employee shall be returned to his/her former classification and the employee shall not lose his/her seniority rights.

Such leave may be granted by the School Board for extended illness of the employee, extended illness of the employee's family, civic activities, political office, full-time educational leave, or other reasons deemed appropriate at the discretion of the School Board.

An extension of a leave of one additional twelve (12) month period will be considered on a case-by-case basis. In all cases, the beginning date and the return date of the extended leave of absence must be approved by and determined at the discretion of the coordinator of Human Resources.

7.6.1 Leave of Absence Replacements: Vacancies exceeding 67 working days shall be posted as temporary and shall include the beginning and ending dates of the temporary assignment. A unit employee selected as a leave of absence replacement or to replace such a temporarily assigned employee shall return to his/her former assignment upon the return of the absent employee. A non-unit person hired as a temporary replacement for an absent employee will be covered by this Agreement throughout the period of the temporary assignment in the same manner as a probationary employee except that she/he will not acquire seniority rights or be covered by the provisions of Sections 10 and 11 of the Agreement and will be terminated without right to recall upon expiration of the period of temporary replacement. After twelve (12) months or at the end of the extended leave of absence (24 months), the position shall be posted and filled as a permanent position and the employee who formerly held the position shall have no right to return to it but shall be placed on lay off status subject to recall pursuant to Sections 11.6 and 11.7 of this agreement provided he/she maintains seniority.

7.7 Sick Leave:

7.7.1 Ten (10) month employees shall receive ten (10) days of sick leave per year. Twelve (12) month employees shall receive twelve (12) days of sick leave per year. Unused sick leave may be accumulated to a maximum credit of 130 days for all employees. In the event the employee's absence is in excess of the number of days earned, at a rate of one day per month, and the employee does not return to the said position or resigns or is terminated, the District has the option to deduct or collect salary paid for unearned sick leave.

7.7.2 On June 30 of each year, the employee shall choose to utilize unused sick leave by exercising the following options:

A. Twelve (12) month employees may exchange unused sick leave days by exchanging three (3) days of unused sick leave for one (1) day of vacation or one (1) day of extra wages. A maximum of four (4) days of exchange may be utilized per year. Remaining days shall be applied toward your sick leave accumulation.

Ten (10) month employees may exchange unused sick leave days by exchanging three (3) days of unused sick leave for one (1) day of extra wages. A maximum of only three (3) days of exchange may be utilized per year. Remaining days shall be applied toward your sick leave accumulation.

B. Place unused sick leave days in the sick leave accumulation (under the provisions of Subd. 1 of this Section).

C. Utilize a combination of the above choices with the understanding that only whole days may be used and that days may be counted only once.

7.7.3 Sick leave will not apply, nor may it be earned during a leave of absence.

7.7.4 Sick leave with pay shall be allowed by the School Board whenever an employee's absence is due to illness or injury of the employee or the employee's dependent child or step child which prevented the employee's attendance at work on that day or days. Up to eight (8) days of sick leave per occurrence shall be allowed to employees due to the serious illness of a spouse, parent, adult child, sibling or grandchild (including in-laws and step relatives of the same degree). Additional days with or without pay may be granted at the discretion of the coordinator of Human Resources. If pay is provided, days shall be deducted from sick leave.

7.7.5 The District retains the right to require an employee to pass a physical examination as a condition of initial employment. This examination will be taken at a clinic designated by the School District and the cost for the examination will be fully paid by the district.

7.7.6 The School Board may request a statement from the employee's doctor on sick absences of three or more days unless such absences occur before and after a paid holiday in which event the School Board may request a doctor's statement.

7.7.7 Sick leave allowed shall be deducted from the accumulated sick leave days earned by the employee.

7.8 Bereavement:

7.8.1 Spouse, Child or Parent: The School District shall grant a leave for the death of the employee's spouse, child, or parent (including in-laws and step relatives of the same degree). The first three days per occurrence shall not be deducted from accrued sick leave, personal leave or vacation. If

pay is provided, the remainder of the days shall be deducted from the employee's accrued sick leave, personal leave or vacation at the employee's discretion. Employees may elect to take the days unpaid.

7.8.2 Sibling, Grandparent, Grandchild, Aunt, Uncle, Niece, or Nephew (including in-laws and step relatives of the same degree): The School District shall grant a leave for the death of the employee's brother, sister, grandparent, grandchild, aunt, uncle, niece or nephew (including in-laws and step relatives of the same degree) of up to five (5) days upon the recommendation of the immediate supervisor. If pay is provided, days shall be deducted from accrued sick leave, personal leave or vacation at the employee's discretion. Additional days with or without pay may be granted at the discretion of the coordinator of Human Resources.

7.8.3 All other individuals: The School District shall grant a leave of up to one (1) day per occurrence for the death of someone other than a family member defined above. If pay is provided, days shall be deducted from accrued sick leave, personal leave or vacation at the employee's discretion. Additional days with or without pay may be granted at the discretion of the coordinator of Human Resources.

7.9 Holidays: Full-time twelve (12) month employees who work thirty (30) hours or more per week shall receive twelve (12) paid holidays as follows:

- Independence Day
- Labor Day
- Thanksgiving Day
- Friday following Thanksgiving Day
- Christmas Eve Day
- Christmas Day
- New Year's Eve Day
- New Year's Day
- President's Day
- Good Friday
- Memorial Day
- Floating holiday designated by the Superintendent of Schools

No employee shall receive pay for a holiday if the employee is absent the work day before or the work day after the holiday without authorization from his/ her immediate supervisor.

Clerical holidays will be observed, whether paid or unpaid, by all clerical employees covered by this Agreement unless the program for which they work has students scheduled for that day.

7.10 Emergency Closings: All employees shall receive their full pay for any emergency school closings due to inclement weather, energy crisis, defective plumbing, fuel shortages, power outages, etc. If the student

school day is subsequently rescheduled and made up, employees will perform their regular assignment without additional compensation. Employees will adjust their hours to the announced starting time on delayed school opening days.

- 7.11 School Closings: If a clerical employee is at work and on duty and is sent home by the Superintendent of Schools as a result of inclement weather, or any other reason not related to discipline or the failure to perform duties properly, the clerical employee shall be paid for a full day.
- 7.12 Student Support Assistants: Notwithstanding any other provisions of this agreement, it is understood that the hours of work for an employee who is assigned to a one-to-one student support assistant position for a severely or profoundly disabled child or whose position is part of the Individual Educational Program (IEP) of a disabled child will vary according to the attendance of that child at school. On dates of the assigned student's absence, the student support assistant will have the option to either not report to work and not be paid or not report to work and use his/her sick days for up to three (3) days per occurrence. If a student support assistant is notified after reporting for his/her student support assistant duties that his/her assigned student will be absent for any reason other than an emergency school closing, the student support assistant will be excused for the day with pay for a minimum of 1/2 day or two (2) hours, whichever is greater, in lieu of any time worked. This pay guarantee shall not apply if the student support assistant is employed in another capacity at the school on the date of the student's absence. If the assigned student is expected to be absent for three (3) or more consecutive days, the employee may request and shall receive preference on the substitute list in the event the need to replace an absent student support assistant should arise. The employee shall receive her/his regular rate of pay during such assignment.
- 7.13 Jury Duty: An employee who is absent because of required jury duty will be granted leave and will be paid the difference between his/ her regular salary and the fee received for such jury duty. An employee who completes her/his jury duty with one-half (1/2) day or more of the work day remaining shall report for work for that period.
- 7.14 Military Leave: Leaves of absence for military service will be granted in accordance with all applicable statutes.
- 7.15 Parenting Leave:
- 7.15.1 A parenting leave shall be granted by the School District, subject to the provisions of this Section, to one (1) parent in conjunction with the birth or adoption of a child.
- 7.15.2 An employee making application for parenting leave shall inform the Human Resources Department in writing of intention to take the leave at least three (3) calendar months before commencement of the intended leave.
- 7.15.3 If the reason for the parenting leave is occasioned by pregnancy, an employee may elect to utilize sick leave during the period of the employee's disability pursuant to the sick leave provisions of this Agreement. A pregnant employee who elects disability leave shall provide at the time of the leave application the completed forms as determined by and obtained from the Human Resources Department.

7.15.4 The leave shall begin at a time requested by the employee, provided the leave begins not more than six weeks and one day after the birth or adoption of the child. However, in the event the child must remain in the hospital longer than the mother, the leave shall not begin more than six weeks after the child leaves the hospital.

7.15.5 The leave shall not exceed twelve months. In the event the employee requests parenting leave for a period in excess of six weeks, such additional leave time may be granted at the sole and exclusive discretion of the superintendent whose decision is final and binding and not subject to the grievance procedure.

7.15.6 An employee returning from parenting leave shall be reemployed in his/her former classification without loss of seniority unless previously discharged or laid off.

7.15.7 Failure of the employee to return pursuant to the date determined under this Section shall constitute grounds for termination in the School District.

7.15.8 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 opportunity to evaluate an employee's performance. The parties agree, therefore, that periods of time for which the employee is on parenting leave shall not be counted in determining the completion of the probationary period.

7.15.9 An employee who returns from parenting leave within the provisions of this Section shall retain all previous experience credit under the Agreement earned as of the beginning date of the leave of absence.

7.15.10 An employee on parenting leave is eligible to participate in group insurance programs if permitted under the insurance policy provisions, but shall pay the entire premium for such programs as the employee wishes to retain, commencing with the beginning of the parenting 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.

7.15.11 Leave under this Section shall be without pay or fringe benefits.

7.16 Compensatory Time:

7.16.1 An employee may be granted comp-time in lieu of the payment for overtime as set forth in Section 7.3, upon the prior written approval of the employee's immediate supervisor. Comp-time shall accrue as provided in Section 7.3.

7.16.2 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.

7.16.3 All comp-time earned between July 1 and June 30 must be taken as set forth herein prior to June 30. Comp-time not taken as set forth herein shall be paid as overtime as set forth in Section 7.3.

7.16.4 The provisions of Section 7.16 are not subject to the grievance procedure.

7.17 Ten-Month Employee Leave: Ten-month employees with ten (10) or more years of continuous seniority shall be eligible to receive one (1) paid day off per year for personal reasons. Except in case of emergency, this day must be scheduled and approved by the employee's supervisor at least one week in advance.

7.18 Personal Leave: Non-probationary employees shall be eligible to receive two (2) paid days off per year for personal reasons. One (1) additional day off per year for personal reasons may be taken and deducted from the accumulated sick leave for which the employee is eligible under Section 7.7.1. Employees shall schedule such absences with their supervisor at least one day in advance whenever possible. The supervisor may limit the number of employees excused on a given day as necessary to maintain a balanced workforce of experienced employees.

SECTION 8 GROUP INSURANCE

8.1 Health Insurance:

8.1.1 Single Coverage: The School Board shall contribute up to the sum of \$346.00 per month from July 1, 2005, through June 30, 2006, and up to the sum of \$367.00 per month from July 1, 2006, through June 30, 2007, towards the premium for individual coverage for each full-time employee employed by the School District who qualifies for and is enrolled in the School District health insurance plan. Any additional premium shall be borne by the employee and paid by payroll deduction. Employees eligible to participate are those who work thirty (30) hours or more per week.

8.1.2 Employee Plus One Dependent Coverage: The School Board shall contribute up to the sum of \$771.00 per month from July 1, 2005, through June 30, 2006, and up to the sum of \$784.00 per month from July 1, 2006, through June 30, 2007, towards the premium for employee plus one dependent coverage for each full-time employee employed by the School District who qualifies for and is enrolled in the School District health insurance plan. Any additional premium shall be borne by the employee and paid by payroll deduction. Employees eligible to participate are those who work thirty (30) hours or more per week.

8.1.3 Family Coverage: The School Board shall contribute up to the sum of \$1,022.00 per month from July 1, 2005, through June 30, 2006, and up to the sum of \$1,025.00 per month from July 1, 2006, through June 30, 2007, towards the premium for family coverage for each full-time employee employed by the School District who qualifies for and is enrolled in the School District health insurance plan. Any additional premium shall be borne by the employee and paid by payroll

deduction. Employees eligible to participate are those who work thirty (30) hours or more per week.

- 8.2 Life Insurance: The School Board will pay 100% of the premium for \$50,000 life insurance coverage. This coverage is available to all employees who work twenty (20) hours or more per week. Eligible employees may purchase an additional \$15,000 or \$30,000 life insurance coverage at their own expense. The premium will be paid by payroll deduction.
- 8.3 Long-term Disability Insurance: The School Board will make available long-term disability insurance coverage for employees who qualify and are enrolled in the School District's long-term disability insurance plan. All employees eligible for and enrolled in this long-term disability plan and all future eligible employees shall be enrolled in and shall pay the full premium for this coverage by payroll deduction. The income of the employee who becomes disabled from sickness or accident will be insured after ninety (90) consecutive days to the extent of 60% salary. Benefits will be payable as long as the employee remains totally disabled but not beyond his or her 65th birthday. This coverage applies to all employees who work twenty (20) hours or more per week.
- 8.4 Ten (10) Month Employees: All insurance, including health insurance, term life insurance, or long-term disability insurance, shall be available to all eligible ten (10) month employees during the summer layoff period at no expense or cost to the School District. The premium during the summer layoff period must be paid by the employee.
- 8.5 Selection of Carrier: The selection of the insurance carrier and policy shall be made by the School Board.
- 8.6 Claims Against the School District: It is understood that the School Board'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 Board as a result of a denial of insurance benefits by an insurance carrier.
- 8.7 Duration of Insurance Contribution: An employee is eligible for School Board contributions as provided in this Section as long as the employee is employed in paid status by the School Board. As an exception, an employee who is receiving workers' compensation disability income benefits resulting from injury or illness incurred as an employee of the School District shall be considered in paid status for purposes of this provision. Upon termination of employment, all School Board participation and contributions shall cease, effective on the last working day.

SECTION 9 GRIEVANCE PROCEDURE

- 9.1 Grievance Definition: A grievance shall mean an allegation by an employee resulting in a dispute or disagreement between the employee and the School Board as to the interpretation or application of terms and conditions of employment insofar as such matters are contained in this Agreement.
- 9.2 Representative: The employee, supervisor, or School Board may be represented during any step of the procedure by any person or agent designated by such party to act in her/his behalf in accordance with State statute.
- 9.3 Definitions and Interpretations:
- 9.3.1 Extension: Time limits specified in this Agreement may be extended by mutual agreement.
- 9.3.2 Days: Reference to days regarding time periods in this procedure shall refer to working days. A working day is defined as all week days not designated as holidays in this Agreement.
- 9.3.3 Computation of Time: In computing any period of time prescribed or allowed by procedures herein, the date of the act, event, or default for which the designated period of time begins to run shall not be included. The last day of the period so computed shall be counted, unless it is a Saturday, a Sunday, or a legal holiday, in which event the period runs until the end of the next day which is not a Saturday, a Sunday, or a legal holiday.
- 9.3.4 Filing and Postmark: The filing or service of any notice or document herein shall be timely if it is personally served or if it bears a certified postmark of the United States Postal Service within the time period.
- 9.4 Time Limitation and Waiver: Grievances shall not be valid for consideration unless the grievance is submitted in writing to the School Board's designee, setting forth the facts and the particular relief sought within ten (10) days after the date the event giving rise to the grievance occurred, or the employee had reasonable knowledge thereof. 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 hereinafter 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 Board designee.
- 9.5 Designation of Board Representative: It shall be the duty of the School District to post notice of the School Board representative designated to handle grievances at any particular level. If the School District fails to post such notice the employee may serve any notices required by the grievance procedure on the coordinator of Human Resources.
- 9.6 Adjustment of Grievance: The School Board and/or designee and the employee shall attempt to adjust all grievances which may arise during the course of employment of any employee within the School District in the following manner:
- 9.6.1 Level I: If the grievance is not resolved through formal discussions between the employee and her/his supervisor, the supervisor shall give a written decision on the grievance to the parties involved within five days after receipt of the written grievance.

- 9.6.2 Level II: In the event the grievance is not resolved in Level I, the decision rendered may be appealed to the coordinator of Human Resources, 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 coordinator of Human Resources, the coordinator of Human Resources or his/her designee shall set a time to meet regarding the grievance within five days after receipt of the appeal. Within five days after the meeting, the coordinator of Human Resources or his/her designee shall issue a decision in writing to the parties involved.
- 9.6.3 Level III: In the event the grievance is not resolved in Level II, the decision rendered may be appealed to the Superintendent of Schools, 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 Superintendent of Schools, the Superintendent of Schools or designee shall set a time to hear the grievance within fifteen days after receipt of the appeal. The date and time will be designated. Within ten days after the meeting, the Superintendent of Schools or designee shall issue her/his decision in writing to the parties involved.
- 9.7 School Board Review: The School Board reserves the right to review any decision issued under Level I or Level II of this procedure provided the School Board or its representative notifies the parties of 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 affirm, reverse or modify such decision.
- 9.8 Denial of Grievance: Failure by the School Board or its representative to issue a decision within the time periods provided herein including observance of dates and time of meetings shall constitute a denial of the grievance and the employee may appeal it to the next level.
- 9.9 Arbitration Procedures: In the event that the employee and the School Board are unable to resolve any grievance, the grievance may be submitted to arbitration as defined herein:
- 9.9.1 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 of Schools within ten days following the decision in Level III of the grievance procedure.
- 9.9.2 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.
- 9.9.3 Selection of Arbitrator: Upon the proper submission of a grievance under the terms of this procedure, the parties shall, within five 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 the P.E.L.R.A., providing such request is made within ten days after request for arbitration. The request shall ask that the appointment be 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.
- 9.9.4 Hearing: The grievance shall be heard by a single arbitrator and both parties may be represented by such person or persons as they may choose and designate, and the parties shall have the right to a

hearing at which time both parties will have the opportunity to submit evidence, offer testimony, and make oral or written arguments relating to the issues before the arbitrator. The proceeding before the arbitrator shall be de novo.

9.9.5 Decision: The decision by the arbitrator shall be rendered within twenty days after the close of the hearing. Decisions by the arbitrator in cases properly before him/her shall be final and binding upon the parties, subject, however, to the limitations provided by the P.E.L.R.A. of 1971 as amended.

9.9.6 Expenses: Each party shall bear its own expenses in connection with arbitration including expenses relating to the party's representatives, witnesses, and any other expenses which the party incurs in connection with presenting its case in arbitration. A transcript or recording shall be made of the hearing at the request of either party. The parties shall share equally fees and expenses of the arbitrator, and any other expenses which the parties mutually agree are necessary for the conduct of the arbitration.

9.9.7 Jurisdiction: The arbitrator shall only have jurisdiction over disputes or disagreements relating to grievances properly before the arbitrator and only pursuant to the terms of this procedure, the terms of this Agreement and the provisions of P.E.L.R.A. of 1971 as amended. 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.

SECTION 10 JOB POSTING AND SENIORITY

10.1 Posting of Job Openings: New positions or vacancies of more than thirty (30) days duration will be posted in each building for a period of five (5) days after the date the posting is sent by the Human Resources Department. A copy of postings shall be provided to two Association officers at the time of posting. Applicants for posted positions must submit their application to the Human Resources Department in writing before the close of the posting period. The position shall be awarded on the basis of qualifications including seniority.

Final decisions, however, for employment advancement or promotion, will be made by the employer.

10.2 Seniority List: An updated seniority list will be posted in each building every year.

10.2.1 Seniority Tie Breaking: The parties agree that when more than one employee shares a seniority date, the employee with the lower School District employee number shall be deemed senior.

10.3 The School District and the exclusive representative recognize the fact that an employee may become physically disabled, as a result of employment with the district, to such an extent that the disability would be detrimental to the employee's chances of employment elsewhere. Following notification to the exclusive representative, the district may assign such physically disabled employee to a vacant position which she/he is capable of performing without having posted such position.

10.4 Loss of Seniority: Seniority shall be lost due to resignation, discharge for cause, failure to return from layoff in the time required or failure to return from leave of absence upon the expiration of the period of leave approved by the School District.

SECTION 11 LAYOFF AND RECALL

11.1 Recognition: The parties recognize the principle of seniority in the application of this Agreement within wage groups concerning layoff.

11.2 Definitions:

11.2.1 Full-Time Employee: A full-time employee for purposes of Section 11 only is defined as a person who works 30 or more hours per week.

11.2.2 Part-Time Employee: A part-time employee for purposes of Section 11 only is defined as a person who works less than 30 hours per week.

11.3 Date: Employees within the appropriate unit shall acquire seniority upon completion of the probationary period as defined in this Agreement and upon acquiring seniority, the seniority date shall relate back to the date of original employment of continuous service within the appropriate unit and shall be accumulative only within this appropriate unit.

11.4 Bumping District-Wide:

11.4.1 Layoff and Recall: An employee whose position is being abolished will be sent written notice from the building or program administrator of the position elimination decision no less than 30 working days before the last scheduled work day. As an exception, notice of less than 30 working days may be given with respect to special education positions whose elimination is unforeseen. Copies of this notice shall immediately be sent to the coordinator of Human Resources. Human Resources will forward a copy of all notices to the officer designated by the Association. The displaced employee may be placed into an open position based on his/her full or part time status, wage group, seniority and qualifications. If there is no open position within his/her wage group, the displaced employee may bump the lowest senior employee within his/her wage group or a lower group, per Section 11.4.2. In any case, the displaced employee must meet the requirements of the position. Each subsequently displaced employee may elect to move to the next lower wage group in like manner except that the 30-day advance notice requirement stated above shall not apply when an employee is bumped pursuant to the provisions of this Section. An employee who chooses not to accept an open position or who chooses not to bump will be laid off.

11.4.2 If an employee's position is abolished or reduced to part-time, that employee may bump the least senior employee according to wage groups in the order listed below. Full time employees may only

bump other full time employees in their current wage group or a lower wage group. Part time employees may only bump other part time employees in their current wage group or a lower wage group. For purposes of this procedure, an employee serving in more than one wage group will be considered as a member of the wage group in which their regular assignment produces the greatest weekly earnings.

- A displaced employee cannot choose the group or position into which they wish to bump
- An employee cannot bump into a higher wage group
- A 10-month employee cannot bump into a 12-month position
- A full time employee cannot bump into a part time position
- If there is an open position, that position is considered the least senior position
- Bumping occurs on a district-wide basis, not by building or department

| | | |
|-----------------------|-----------------|------------------|
| Wage Group I | 12-month | Full-time |
| Wage Group II | 12-month | Full-time |
| Wage Group III | 12-month | Full-time |
| Wage Group IV | 12-month | Full-time |
| Wage Group V | 12-month | Full-time |
| Wage Group VI | 12-month | Full-time |
| Wage Group I | 10-month | Full-time |
| Wage Group II | 10-month | Full-time |
| Wage Group III | 10-month | Full-time |
| Wage Group IV | 10-month | Full-time |
| Wage Group V | 10-month | Full-time |
| Wage Group VI | 10-month | Full-time |
| | | |
| Wage Group I | 12-month | Part-time |
| Wage Group II | 12-month | Part-time |
| Wage Group III | 12-month | Part-time |
| Wage Group IV | 12-month | Part-time |
| Wage Group V | 12-month | Part-time |
| Wage Group VI | 12-month | Part-time |
| Wage Group I | 10-month | Part-time |
| Wage Group II | 10-month | Part-time |

| | | |
|-----------------------|-----------------|------------------|
| Wage Group III | 10-month | Part-time |
| Wage Group IV | 10-month | Part-time |
| Wage Group V | 10-month | Part-time |
| Wage Group VI | 10-month | Part-time |

- 11.5 **Reduction to Part-Time:** In the event that a full-time employee's position is reduced, but as a result of that reduction continues to qualify as a full-time employee as defined in Section 11.2.1, such employee is not entitled to displace any other employee regardless of seniority. In the event that a full-time employee's position is reduced to part-time as defined in Section 11.2.2, such employee may accept such reduced position within the building or department or, except as provided in Section 11.8, may elect to displace a less senior employee in the School District in accordance with the provisions of Section 11.4.
- 11.6 **Layoff Application:** An employee on layoff shall retain his/her seniority and right to recall within an equal or lower wage group in seniority order for a period of one year after the date of layoff.
- 11.7 **Recall:** Employees shall be recalled in order of seniority for a position within the same wage group held prior to layoff or a lower wage group for which qualified. If a position becomes available for a qualified employee on layoff, the School District shall mail by certified mail the notice to such employee who shall have 14 calendar days from the date of mailing of such notice to accept the reemployment. If written acceptance is not received by the coordinator of Human Resources within such 14 calendar day period, it shall constitute a waiver on the part of such employee to any further rights of employment or reinstatement and shall forfeit any future reinstatement of employment rights. The employee must accept the first offer of rehiring at the same wage group from which the employee was laid off or the employee shall be removed from the recall list. The employee may refuse an offer for a lower wage group position without losing recall rights to a position at the same wage group from which the employee was laid off. However, once an employee is offered a lower wage group position and refuses such offer only higher wage group positions than that refused need be offered.
- 11.8 **Student Support Assistants:** An employee who is assigned to a one-to-one student support assistant position for a severely or profoundly disabled child or whose position is part of the Individual Education Program (IEP) of a disabled child may only be displaced by a senior employee under the above layoff and displacement procedures when that assigned child leaves or withdraws from school or no longer is required to have a student support assistant, whichever occurs earliest.

SECTION 12 RETIREMENT

- 12.1 **Early Retiree Insurance:** Any employee who is a participant in the School District's health and hospitalization insurance plan as described in Section 8.1 and who retires following thirty years of employment in the School District, or following fifteen years of employment in the School District and attaining age of 55, may continue the health and hospitalization coverage she/he had at the time of retirement until Medicare eligibility. The employee will pay the entire cost of the premium for this coverage.

12.1.1 Extension of Insurance for Retirees: Any employee who is a participant in the School District's health insurance plan as described in Section 8.1, and who retires following fifteen (15) years of employment in the School District and 55 years of age or older may extend his/her insurance coverage by converting 1/3 the cash value of his/her unused sick days at the time of retirement and applying it towards the insurance premiums until the cash value is exhausted. The School District shall deposit the total amount of the cash in the employee's name in the Post-Retirement Health Care Savings Plan administered by the Minnesota State Retirement System. The employee's daily rate of pay shall be calculated as defined in Section 3.3.

SECTION 13
TAX DEFERRED MATCHING CONTRIBUTION PLAN

13.1 Purpose. An annual School District contribution shall be payable to an eligible employee's tax-deferred matching contribution plan (hereinafter referred to as "Matching Plan"), subject to the following provisions.

13.2 Legal Authority. Such plan shall be approved and subject to applicable provisions of Minnesota Statutes and IRS Code Section 403(b) or IRS Code Section 457, and any amendments thereto.

13.3 Authorization. The School District contribution is not payable unless the employee authorizes a matching salary reduction in the amount that they are eligible to receive in Section 13.7 for the same period.

13.4 Eligibility. Only employees who have eight (8) or more years of service (calculated from the employee's seniority date) and who are either (a) 12-month employees whose regular assignment is equivalent to 75% (.75 FTE), or 30 hours per week, of the annual hours for a full-time 12-month employee, or (b) 10-month employees whose regular assignment is equivalent to 75% (.75 FTE), or 30 hours per week, of the annual hours for a full-time 10-month employee, shall be eligible for the matching School District contribution provided in this Section. Years of service shall be determined as of December 1.

13.5 Vendors. The School District contribution and matching employee contribution will be made to a company of the employee's choice from the ISD 196 list of eligible tax shelter companies, subject to Section 13.2 of this Section. It shall be the responsibility of the employee to make all arrangements required by the vendor to insure that proper payment is made by the School District.

13.6 Participation. Participation in the plan shall be voluntary.

13.7 School District Contribution. The amount of the School District contribution shall be as follows:

| | | |
|------------------------------------|--|---|
| Effective July 1, 2005 | | |
| Matching Plan Eligibility Criteria | District Contribution Payable to Matching Plan Account of Participant During Contract Year | Required Participant Contribution to Matching Plan Account During Contract Year |

| | | |
|-------------------------------------|-------|-------|
| Seniority date on or before 12/1/90 | \$750 | \$750 |
| Seniority date on or before 12/1/95 | \$500 | \$500 |
| Seniority date on or before 12/1/97 | \$250 | \$250 |

| | | |
|-------------------------------------|--|---|
| Effective July 1, 2006 | | |
| Matching Plan Eligibility Criteria | District Contribution Payable to Matching Plan Account of Participant During Contract Year | Required Participant Contribution to Matching Plan Account During Contract Year |
| Seniority date on or before 12/1/91 | \$850 | \$850 |
| Seniority date on or before 12/1/96 | \$600 | \$600 |
| Seniority date on or before 12/1/98 | \$350 | \$350 |

13.8 Compliance. In order to monitor compliance with federal and state tax laws concerning the amount of income an employee may shelter, RAVE Clerical Association and the School District agree that a third party administrator of tax-sheltered annuity programs may be utilized to monitor such compliance and that (1) Secretarial and Clerical employees participating in the School District's tax-deferred matching contribution plan or the School District's tax-sheltered annuity programs may be required to supply account information as required to monitor such compliance, and (2) only vendors who also agree to cooperate with the third party administrator in maintaining plan compliance will be utilized.

SECTION 14
DURATION

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

14.2 Effect: This Agreement constitutes the full complete Agreement between the School Board and the exclusive representative representing the secretarial, clerical and clerk employees of the District. 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.

14.3 Finality: Any matters relating to the current contract term, whether or not referred to in this Agreement, shall not be open to negotiation during the term of this Agreement.

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

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

FOR RAVE
CLERICAL ASSOCIATION

FOR INDEPENDENT SCHOOL DISTRICT 196
Rosemount, Minnesota

Association President

Chairperson

Clerk

Clerk

Dated this _____ day of
_____, 2006

Dated this _____ day of
_____, 2006

Independent School District 196
and
RAVE Clerical Association

LETTER OF UNDERSTANDING

It is hereby understood by and between the RAVE Clerical Association and Independent School District 196, Rosemount, Minnesota, as follows:

Dental Coverage: Dental coverage is available to all bargaining unit employees who work twenty (20) hours or more per week. Upon written authorization by the employee involved, the School District will deduct from the employee's paychecks such amounts as are specified by the Association to cover premium payments for an Association designated dental insurance plan. These withholdings will be paid by the district to the carrier designated by the Association on a monthly basis.

Personal Leave and Sick Leave: The parties agree to form a joint committee to evaluate how employees earn and use sick leave and personal leave, particularly those who work less than five days per week or who work different hours per day during a one week period. The committee shall make recommendations to the Superintendent and Association by February 1, 2007.

Displacement Due to Program Changes

The parties agree to the following procedures regarding special education changes that impact clerical staffing needs:

Scenario 1: When an entire center-based program moves from one building to another building, all staff of that program will move to the new building.

Example: The CID program at Red Pine Elementary relocates to Diamond Path. All of the PSAs who work in the CID program move to Diamond Path.

Scenario 2: When a program reduces at a building over the summer, the PSAs in that program in that building with the least seniority will be displaced per Section 11.4.1. The displaced PSAs must look for openings in the district and are entitled to an interview.

Example A: The CIP program at Westview goes from four sections to three sections. Woodland Elementary goes from two sections to three sections. The number of PSAs needed at Westview is determined. Section 11.4.1 of the contract is followed. The displaced PSAs are entitled to interview for new positions at Woodland Elementary, however they are not guaranteed jobs in that program.

Example B: The enrollment in the DCD program at Glacier Hills reduces. The number of PSAs needed at Glacier Hills is determined. Any extra PSAs in the DCD program are displaced. Section 11.4.1 of the contract is followed. The displaced PSAs must look for openings in the district and are entitled to an interview.

Scenario 3: When the enrollment in a classroom declines during the school year, the PSA in that classroom with the least seniority will be displaced per Section 11.4.1. The displaced PSA must look for openings in the district and is entitled to an interview.

Example: The enrollment in a CIP classroom decreases from seven to five students. The number of PSAs needed in the classroom is determined. Any extra PSAs in the classroom are displaced. Section 11.4.1 of the contract is followed. The displaced PSAs must look for openings in the district and are entitled to an interview.

Scenario 4: When a student moves from one level to another (i.e. early childhood to elementary, elementary to middle, etc.) that student's SSA will be displaced per Section 11.4.1.

Example: A child with a full time SSA goes from Falcon Ridge Middle School to Eastview High School. The child continues to need an SSA. Section 11.4.1 is followed. The SSA is entitled to interview for the new position at Eastview High School; however, the SSA is not guaranteed to be offered the job. The displaced SSA must look for openings in the district and is entitled to an interview.

Reminder: If a new student who requires an SSA comes into a building, the SSA position must be posted. A displaced employee, or any other clerical employee, cannot automatically be placed into this position.

IN WITNESS WHEREOF, the undersigned have caused this Letter of Understanding to be duly executed this _____ day of _____, 2006.

INDEPENDENT SCHOOL DISTRICT 196

RAVE
CLERICAL ASSOCIATION

By _____
Chairperson

By _____
Association President

Clerk