



**FOREST LAKE AREA SCHOOLS  
FOREST LAKE, MN 55025**

**March 31, 2011**

**AGENDA ITEM: 9.7**

**TOPIC: RATIFY 2010-12 SCHOOL AGE CARE (SAC) EMPLOYMENT  
AGREEMENT**

**BACKGROUND:** The contract between Forest Lake Area School District #831 and the School Age Care (SAC) employees expired on June 30, 2010.

**PROCESS:** The School District and School Age Care (SAC) employees have a tentative settlement of the contract for the time period July 1, 2010 through June 30, 2012. The SAC employees have voted positively to ratify this contract and it is now being presented to the School Board for approval.

**RECOMMENDATION:** Administration recommends approval of the School Age Care (SAC) Agreement for July 1, 2010 through June 30, 2012.

TA 7/29/10  
TA 12/2/10  
TA 1/6/11  
TA 3/2/11

**AGREEMENT PROPOSAL**

**BETWEEN from**

**INDEPENDENT SCHOOL DISTRICT NO. 831**

**Forest Lake, Minnesota 55025**

**And to**

**Minnesota Teamsters and Law Enforcement Employees Union Local 320**

**Representing**

**School Age Care (SAC)  
Site Managers, Assistant Site Managers, and Aides**

**Effective July 1, ~~2008~~ 2010 - June 30, ~~2010~~ 2012**

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**AGREEMENT**

**TA 7/29/10**

**ARTICLE I  
PURPOSE**

**TA 7/29/10**

**Section 1. Parties:** THIS AGREEMENT is entered into between the School Board of Independent School District No. 831, Forest Lake, Minnesota, (hereinafter referred to as the School Board or School District), and the Minnesota Teamsters and Law Enforcement Employees Union Local 320, (hereinafter referred to as the exclusive representative or 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 Site Managers, Assistant Site Managers, and Aides during the duration of this Agreement.

**TA 7/29/10**

**ARTICLE II  
RECOGNITION OF EXCLUSIVE REPRESENTATIVE**

**TA 7/29/10**

**Section 1. Recognition:** In accordance with the PELRA, the School Board recognizes the Minnesota Teamsters and Law Enforcement Employees Union Local 320, as the exclusive representative for Site Managers, Assistant Site Managers, and Aides employed by the School District, which exclusive representative shall have those rights and duties as prescribed by the PELRA and as described in the provisions of this Agreement.

**TA 7/29/10**

**Section 2. Appropriate Unit:** The exclusive representative shall represent all such employees of the School District contained in the appropriate unit as defined in Article III, Section 2 of this Agreement and the PELRA and in certification by the Director of Mediation Services, Case No. 93-PCE-1238.

**TA 7/29/10**

**ARTICLE III  
DEFINITIONS**

**TA 7/29/10**

**Section 1. Terms and Conditions of Employment:** Terms and conditions of employment means the hours of employment, the compensation therefore, including fringe benefits, except retirement contributions or benefits, and the employer's personnel policies affecting the working conditions of the employees.

**TA 7/29/10**

Section 2. Description of Appropriate Unit: For purposes of this Agreement, the appropriate unit shall mean Site Managers, Assistant Site Managers, and Aides employed by the School District, excluding the following: confidential employees, supervisory employees, essential employees, part-time employees whose services do not exceed fourteen (14) hours per week or thirty-five percent (35%) of the work week in the employee bargaining unit, employees who hold positions of a temporary or seasonal character for a period not in excess of 67 working days in any calendar year and emergency employees. TA 7/29/10

Section 3. School Board or School District: Any reference in this Agreement to the School Board or School District shall mean the School Board or its officials designated by the School Board to act in its behalf. TA 7/29/10

Section 4. PELRA: PELRA shall mean the Public Employment Labor Relations Act of 1971, as amended. TA 7/29/10

Section 5. Other Terms: Terms not defined in this Agreement shall have those meanings as defined by the PELRA. TA 7/29/10

ARTICLE IV  
SCHOOL BOARD RIGHTS

TA 7/29/10

Section 1. Inherent Managerial Rights: The exclusive representative recognizes that the School District is not required to meet and negotiate on matters of inherent managerial policy, which include, but are not limited to, such areas of discretion or policy as the functions and programs of the School District, its overall budget, utilization of technology, the organizational structure and selection and direction and number of personnel. TA 7/29/10

Section 2. Management Responsibilities: The exclusive representative recognizes the right and obligation of the School District to efficiently manage and conduct the operation of the School District within its legal limitations and with its primary obligation to provide educational opportunity for the students of the School District. TA 7/29/10

Section 3. Effect of Laws, Rules and Regulations: The exclusive representative recognizes that all employees covered by this Agreement shall perform the services prescribed by the School District 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, insofar as such rules, regulations, directives and orders are not inconsistent with the terms of this Agreement. All provisions of this Agreement are subject to the laws of the State of Minnesota, federal laws, rules and regulations of the State Department of Education, and valid rules, regulations and orders of state and federal governmental agencies. Any provision of this Agreement found to be in violation of the state or federal laws shall be null and void and without force and effect. TA 7/29/10

**Section 4. Reservation of Managerial Rights:** The foregoing enumeration of School District rights and duties shall not be deemed to exclude other inherent management rights and management functions not expressly reserved herein, and all management rights and management functions not expressly delegated in this Agreement are reserved to the School District. **TA 7/29/10**

**ARTICLE V  
EMPLOYEE RIGHTS** **TA 7/29/10**

**Section 1. Rights to Views:** Pursuant to the PELRA, as amended, nothing contained in this Agreement shall be construed to limit, impair or affect the right of any employee or his/her representative to the expression or communication of a view, grievance, complaint or opinion on any matter related to contract administration and 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. **TA 7/29/10**

**Section 2. Right to Join:** All qualified employees shall have the right to form and join labor or employee organizations and shall have the right not to form and join such organizations. Employees in an appropriate unit shall have the right by secret ballot to designate an exclusive representative for purposes of negotiating grievance procedures and the terms and conditions of employment for such employees with the School District of such unit. **TA 7/29/10**

**Section 3. Request for 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 employee organization that has lost its right to dues check off pursuant to the PELRA, as amended. Upon receipt of a properly executed authorization card of the employees involved, the School District will deduct from the employee's paycheck the dues that the employee has agreed to pay to the employee organization during the period provided in said authorization. Payroll deductions shall begin with the first paycheck in October and conclude with the first paycheck in June and shall be transmitted to the employee organization within fifteen (15) days following said pay period, together with a list of names of the employees from whom deductions were made. **TA 7/29/10**

**Section 4. Fair Share Fee:**

**TA 7/29/10**

**Subd. 1.** Pursuant to the PELRA, as amended, employees who are not members of the union may be required by said union to contribute a fair share fee for services rendered by the union, and the School District, upon notification by, shall, pursuant to the PELRA, as amended, be obligated to check off said fee from the earnings of the employee and transmit the same to the union within fifteen (15) days. The fair share fee for any employee shall be in an amount equal to the regular membership dues of the exclusive representative, less the cost of benefits financed through the dues and available only to the members of the exclusive representative, but in no event shall the fee exceed eighty-five percent (85%) of the regular membership dues.

**TA 7/29/10**

**Subd. 2.** The exclusive representative shall provide written notice of the amount of the fair share fee assessment to the Director, the School District, and to each employee to be assessed the fair share fee.

**TA 7/29/10**

**Subd. 3.** A challenge by an employee or by a person aggrieved by the assessment shall be filed in writing with the Director, the School District, and the exclusive representative within thirty (30) days after receipt of the written notice. All challenges shall specify those portions of the assessment challenged and the reasons therefore, but the burden of proof relating to the amount of the fair share fee shall be on the exclusive representative. In the event a challenge is filed, the deductions of a fair share fee shall be held in escrow by the School District pending a decision by the Director, BMS or Court. Any fair share challenge shall not be subject to the grievance procedure.

**TA 7/29/10**

**Subd. 4.** The union 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 union as provided herein. In the event that the PELRA, as amended, is declared to be unconstitutional by the courts, or the provision is repealed by the legislature, this section shall be null and void.

**TA 7/29/10**

**Section 5. Personnel Files:**

**TA 7/29/10**

**Subd. 1.** Personnel files relating to each individual employee shall be available to each individual employee during regular school business hours upon his/her written request. The employee shall have the right to reproduce any of the contents of the files at the employee's expense and to submit for inclusion in the file written information in response to any material contained therein.

**TA 7/29/10**

**Subd. 2.** An employee shall receive a copy of any deficiency notice placed in his/her personnel file.

**TA 7/29/10**



Subd. 3. The School District may destroy the files as provided by law and shall expunge from the employee's file any material found to be inaccurate or incomplete through the grievance procedure. TA 7/29/10

Section 6. Political Action Committee: Upon receipt of a properly executed voluntary authorization card from an employee, the District will deduct from the employee's salary such amounts as the employee authorizes to pay National Teamsters' Drive. TA 7/29/10

ARTICLE VI  
DUTY YEAR, DUTY WEEK, HOURS OF SERVICE TA 7/29/10

Section 1. Work Year: TA 7/29/10

Subd. 1. Twelve (12) Month Employees: The work year for twelve (12) month employees shall be twelve (12) months (52 weeks) per year, subject to earned vacation and holidays as prescribed by this Agreement. TA 7/29/10

Subd. 2. Less than Twelve (12) Month Employees: The work year for less than twelve (12) month employees shall be as prescribed by the School District. In the event of extension by the School District of the work year for less than twelve (12) month employees, such employee shall be paid their basic rate of pay. TA 7/29/10

Subd. 3. Assigned Duty Days: Duty days for less than twelve (12) month employees shall be as prescribed by the School District. TA 7/29/10

Section 2. Work Week: The normal work week for twelve (12) month employees shall be as determined by the School District. The work week for less than twelve (12) month employees shall be as determined by the School District. The School District reserves the right to employ such part-time personnel as deemed necessary and desirable. TA 7/29/10

Section 3. Modification of Duty Year, Duty Week, Duty Day: In the event of energy shortage, severe weather, or other exigency, the School District reserves the right to modify the duty day or duty year. TA 7/29/10

Section 4. Starting Time: Starting time shall be determined by the School District. TA 7/29/10

Section 5. School Closings: Whenever an announcement has been placed on WCCO Radio, or the local radio station, by an official of the School District by 5:30 a.m. stating there will be no school, there will be no additional pay. If such announcement is not placed on the radio by 5:30 a.m., any employees reporting to work shall be entitled to two (2) hours pay and one hour of drive time if the employee reports to work and stays the full two hours. TA 7/29/10

**Section 6. Shifts:** All shifts worked shall be a minimum of two hours. All full-time employees regularly scheduled to work a split shift shall receive a pay differential of one (1) hour. Determination of the hours for shifts shall be at the sole discretion of the School District. TA 3/2/11

**ARTICLE VII  
COMPENSATION** TA 7/29/10

**Section 1. Salary Schedules:** The wages and salaries reflected in Appendix A shall be effective as provided during the duration of this Agreement.

**Section 2. Step Increase:** Eligible employees shall **not** advance one step pursuant to this agreement effective July 1, ~~2008~~**2010**. Employees shall **not** advance a step for the ~~2009-2010~~ **2011-2012** school year. TA 3/2/11

**Subd. 1.** In the event a successor agreement is not entered into prior to July 1, 2010 an employee shall remain at the same step as compensated during the 2009-2010 contract year until a successor agreement is reached. A new employee shall be placed on the schedule pursuant to Section 5 hereof and shall be eligible for step advancement on July 1 if commencing work prior to January 1. An employee who commences work after January 1 shall be eligible for any increase in the current step but shall not be eligible for step advancement until July 1 of the following calendar year. TA 7/29/10

**Subd. 2.** The School Board reserves the right to withhold a step increase in individual cases for just cause. Such increase shall not be withheld unless the employee is notified of the deficiency in writing and given a reasonable opportunity to correct such deficiency. TA 7/29/10

**Section 3. Overtime Pay:** Overtime required and authorized by the Director of Community Education shall be paid at the rate of time and one-half (1-1/2) for all hours over forty (40) ~~working~~ **paid** hours in the week. Time and one-half (1-1/2) will be paid for hours worked on holidays, plus the employee's holiday pay. TA 3/2/11

**Section 4. Pay Days:** Pay days for all employees shall be every other Friday. Payment will be made via direct deposit. TA 7/29/10

**Section 5. Placement on Schedule:** TA 7/29/10

**Subd. 1.** A new employee shall be placed on the starting rate of the appropriate salary schedule. A transferring employee shall be placed on the same step in the new classification as occupied on the prior classification. However, the School District reserves the right in special circumstances, in its sole discretion, to allow placement at a higher step based upon background and experience of the employee either in the case of a new employee or a transferring employee. TA 7/29/10

**Section 6. Lump Sum Payment:** For the 2011-2012 contract year only, full time employees employed in this unit as of December 1, 2011 will be paid a one-time lump sum of \$350.00 for the entire 2011-2012 contract year. Part time employees employed in this unit as of December 1, 2011 will be paid a one-time lump sum of \$150.00 for the entire 2011-2012 contract year. The lump sum will be payable on December 9, 2011. An employee in this unit must be actively employed on December 1, 2011, to be eligible for this payment. Any employee in this unit on unpaid leave exceeding five (5) working days on that date will not be eligible.

TA 3/2/11

ARTICLE VIII

TA 7/29/10

GROUP INSURANCE

**Section 1. Selection of Carrier:** The selection of the insurance carrier and policy shall be made by the School District.

TA 7/29/10

**Section 2. Medical-Hospitalization Insurance - Health Maintenance Organization Plan:**

TA 7/29/10

**Subd. 1. Single Coverage for Twelve (12) Month Employees:** The School District shall pay the premium for single medical-hospitalization insurance for all twelve month employees employed by the School District who are regularly employed forty (40) hours per week for 50 weeks per year and at least twenty (20) hours per week for two (2) weeks per year who qualify for and are enrolled in the medical-hospitalization plan.

TA 7/29/10

**Subd. 2. Dependent Coverage for Twelve (12) Month Employees:** Effective July 1, 2008 2010 the School District shall pay a sum not to exceed \$500.00 570.00 per month for dependent medical-hospitalization insurance for all twelve month employees employed by the School District who are regularly employed forty (40) hours per week for 50 weeks per year and at least twenty (20) hours per week for two (2) weeks per year who qualify for and are enrolled in the medical-hospitalization plan. Effective July 1, 2009 2011 the School District shall pay a sum not to exceed \$540.00 601.00 per month toward such premium for dependent coverage. The cost of the premium in excess of that contributed by the School District shall be borne by the employee and paid through payroll deduction.

TA 3/2/11

**Sub. 3. Single Coverage for Less Than Twelve (12) Month Employees:** Effective July 1, 2008 2010 the School District shall contribute a sum not to exceed \$446.00 506.00 per month for all employees employed by the School District at least thirty-five (35) hours per week and a minimum of 170 days per year toward the cost of the premium for single medical-hospitalization insurance for each employee who qualifies for and is enrolled in the group medical-hospitalization plan. Effective July 1, 2009 2011 the School District shall contribute a sum not to exceed \$486.00 528.00 per month toward such premium for

TA 3/2/11

single coverage. The cost of the premium in excess of that contributed by the School District shall be borne by the employee and paid through payroll deduction.

Subd. 4 Dependent Coverage for Less Than 12 Month Employees: Effective-July 1, ~~2008~~ **2010** the School District shall contribute a sum not to exceed ~~\$458.00~~ **528.00** per month for all employees employed by the district at least thirty-five (35) hours per week and a minimum of 170 days per year toward the cost of the premium for dependent medical-hospitalization insurance for each employee who qualifies for and is enrolled in the district's dependent medical-hospitalization plan. Effective July 1, ~~2009~~ **2011** the School District shall contribute a sum not to exceed ~~\$458.00~~ **558.00** per month toward such premium for dependent coverage. The cost of the premium in excess of that contributed by the district shall be borne by the employee and paid through payroll deduction. TA 3/2/11

Section 3. Long-Term Disability Insurance: The School District shall provide each regular employee employed at least 15 hours per week and a minimum of 170 days per year with long-term disability insurance coverage. The cost of this insurance shall be borne by the employee and paid through payroll deduction. TA 7/29/10

Section 4. Life Insurance: The School District shall provide each eligible employee employed at least twenty (20) hours per week and a minimum of 170 days per year with a \$50,000 term life insurance policy. The cost of this insurance shall be borne by the School District. TA 7/29/10

Section 5. Dental Insurance: The School District shall pay the premium for single dental insurance for all eligible twelve month employees employed by the School District who are regularly employed forty (40) hours per week for fifty (50) weeks per year and at least twenty (20) hours per week for two (2) weeks per year. TA 7/29/10

Section 6. Flexible Benefit Plan: The School District shall sponsor a Flexible Benefit Plan. TA 7/29/10

Section 7. Claims Against the School District: The parties 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 policy purchased by the School District pursuant to this Article. It is further understood that the School District's only obligation is to purchase an insurance policy and pay such amounts as agreed to herein and no claim shall be made against the School District as a result of a denial of insurance benefits by an insurance carrier. TA 7/29/10

Section 8. Duration of Insurance Contribution: An employee is eligible for School District contributions as provided in this Article as long as the employee is employed by the School District. Upon termination of employment, all School District contribution shall cease, effective on the employee's last working day. TA 7/29/10

**Section 9. Continued Coverage:** An employee shall be eligible to continue participation in the School District group hospitalization-major medical insurance plan, if permitted by the terms of the policy with the insurance carrier, by paying the entire premium for such insurance under the following circumstances: TA 7/29/10

**Subd. 1** The employee retires pursuant to Article XIV of this Agreement. TA 7/29/10

**Subd 2.** In the event an employee either resigns or is terminated because they are medically unable to perform their duties and the employee has completed at least five (5) years of continuous service in the School District. TA 7/29/10

**Subd. 3.** The employee is on layoff. TA 7/29/10

It is the responsibility of the employee to make arrangements with the school business office to pay to the School District the monthly premium amounts in advance and on such date as determined by the School District. The employee's right to continue participation in such group insurance, however, shall discontinue upon the employee reaching the age of 65. The right to participate pursuant to this section shall not be retroactive in application. TA 7/29/10

**Section 10. Eligibility:** Except as otherwise provided herein, the benefits of this Article shall apply only to full-time employees defined as employees employed fifty-two (52) weeks per year and forty (40) hours per week. Except as otherwise provided herein, employees employed less than full-time shall not be eligible for the benefits of this Article. TA 7/29/10

**ARTICLE IX  
LEAVES OF ABSENCE**

TA 7/29/10  
TA 7/29/10

**Section 1. Sick Leave:** TA 7/29/10

**Subd. 1.** An eligible employee shall accrue one (1) day of sick leave for each month worked or paid. Such leave may be accumulated up to a maximum of 200 days [eight (8) hours per day]. Sick leave may be used pursuant to the provisions of this Article. TA 7/29/10

**Subd. 2.** Sick leave pay for illness shall be allowed whenever the employee's absence has been due to illness which prevented his/her performance of assigned duties on that day or days. Sick leave may also be used for the serious illness of an employee's child who is under 18 years of age or under 20 years of age and is still attending a secondary school. TA 7/29/10

**Subd. 3.** Sick leave, up to five (5) days per year, may also be used for serious illness involving the employee's spouse or parent. The specific amount of leave allowed under this section shall be within the discretion of the Director of Administration and TA 7/29/10

Human Resources.

Subd. 4. Wages will be paid for sick leave in accordance with the regular salary of the employee on such leave. TA 7/29/10

~~Subd. 5. All employees shall be notified in January of each year how many days of sick leave each has accumulated.~~ TA 3/2/11

Subd. 6 5. Employees who are absent from work for reasons of illness for more than three (3) days, must present a doctor's statement of illness upon return in order to be paid sick leave, if requested by the administration. The administration may require a doctor's statement of illness for absence of any duration if the employee is so notified by the School District. TA 7/29/10

Subd. 7 6. The employee shall notify the immediate supervisor in the event of illness. TA 7/29/10

Subd. 8 7. An employee may utilize available sick leave, subject to the provisions of this section and Section 5 hereof, for periods of disability relating to pregnancy, miscarriage, abortion or child birth. Such an employee shall notify the Director of Community Education in writing no later than the end of the sixth month of pregnancy indicating her intention to utilize sick leave, and, also at such time, shall provide a physician's statement indicating the estimated date of delivery of the child and estimated time of confinement. TA 7/29/10

Section 2. Bereavement Leave: TA 7/29/10

Subd. 1. In the case of death in the immediate family (immediate family shall mean the employee's spouse, child or parent, step-parent, parent-in-law, brother, sister, or son/daughter-in-law) up to five (5) days will be allowed per death without deduction in pay or sick leave. TA 3/2/11

Subd. 2. In the case of death in the close family (close family shall mean the employee's brother-in-law, sister-in-law, grandchildren and grandparent) up to two (2) days will be allowed per death without deduction in pay or sick leave. TA 7/29/10

Subd. 3. The particular amount of leave permitted under this section shall be at the discretion of the Director of Community Education depending upon the circumstances surrounding the death. TA 7/29/10

Section 3. Emergency Leave: TA 7/29/10

Subd. 1. An employee may be granted a leave with pay at the discretion of the Director of Community Education up to two (2) days per year, non-accumulative, for TA 7/29/10

situations that arise requiring the employee's emergency attention which cannot be attended to when school is not in session and which are not covered under other policies. The day used will be deducted from sick leave.

Subd. 2. Deaths, funerals, critical family illness, court appearances and estate settlements, are examples of situations where this leave may be granted at the discretion of the Director of Community Education. TA 7/29/10

Subd. 3. Requests for emergency leave must be made in writing to the Director of Community Education at least three (3) days in advance, whenever reasonably possible. The request shall state the reason for the proposed leave. The Director of Community Education reserves the right to refuse to grant such leave if, under the circumstances involved, the Director of Community Education determines that such leave should not be granted. TA 7/29/10

Subd. 4. An emergency leave day normally shall not be granted for the day preceding or the day following holidays or vacations, and the first five (5) days and the last five (5) days of the school year. TA 7/29/10

Subd. 5. Additional emergency leave may be granted in extreme emergencies at the discretion of the Director of Community Education. TA 7/29/10

Section 4. Unpaid Leave of Absence: TA 7/29/10

Subd. 1. An employee may request a leave of absence without pay if agreeable to and upon the consent of the School District. Such requests shall be submitted to the Director Community Education, who shall forward such requests to the Director of Administration and Human Resources. TA 7/29/10

Subd. 2. A standard form shall be provided by the School District "Classified Personnel Bereavement-Emergency-Medical-Unpaid Leave of Absence Form." Any employee desiring a leave of absence shall fill out such form. The above shall not be necessary when such leave is part of and so stated in this contract. Any employee who receives unpaid leave of absence must return at the specified date in the leave of absence or forfeit his/her seniority. TA 7/29/10

Subd. 3. The maximum leave of absence shall be ninety (90) calendar days. Extensions may be granted in the sole discretion of the School District for similar periods. TA 7/29/10

Subd. 4. An employee shall be granted up to sixteen (16) hours of unpaid leave per school year to attend conferences or activities including child care, nursery school, daycare and extended school day programs of their child(ren) that cannot be scheduled during non-work hours. TA 7/29/10

<u>Section 5. Child Care Leave:</u>	TA 7/29/10
<u>Subd. 1.</u> An employee shall be granted a child care leave of absence according to the procedures outlined in this section. This leave shall be granted to one (1) parent of a preschool child provided such parent is caring for the child on a full-time basis.	TA 7/29/10
<u>Subd. 2.</u> A pregnant employee shall notify the Director of Community Education in writing not later than the end of the sixth month of pregnancy, and, also at such time, provide a physician's statement indicating the estimated date of delivery of the child. The employee shall submit a written request to the Director of Community Education for child care leave, including commencement date and return date. Once a child care leave commences pursuant to this section, an employee shall not be eligible for sick leave pursuant to Section 1 hereof.	TA 7/29/10
<u>Subd. 3.</u> The effective beginning date of such leave and its duration, or resignation if the employee so elects, shall be determined by the Director of Community Education and submitted to the School District for its action. In recommending the date of commencement and duration of the leave or the effective date of the resignation, the Director of Community Education shall review each case on its individual merits taking into consideration the following:	TA 7/29/10
1. The wishes of the employee.	TA 7/29/10
2. The specific employment duties of the employee involved.	TA 7/29/10
3. The health and welfare of the employee or unborn child.	TA 7/29/10
4. The recommendation of the employee's physician.	TA 7/29/10
5. Any other relevant criteria.	TA 7/29/10
<u>Subd. 4.</u> In making a determination under Subd. 3 concerning the commencement and duration of a child care leave of absence, or resignation if the employee elects to resign, the School District may, but shall not, in any event be required to:	TA 7/29/10
1. Grant any leave more than twelve (12) months in duration.	TA 7/29/10
2. Permit the employee to return to her employment prior to the date designated in the request for a child care leave, unless by mutual agreement of the employee and the School District.	TA 7/29/10
<u>Subd. 5.</u> If the employee complies with all provisions of this section and a child	TA 7/29/10



care leave is granted by the School District, the School District shall notify the employee in writing of its action.

Subd. 6. An employee returning from child care leave shall be re-employed in a position for which she is qualified commensurate with a position occupied prior to the leave, subject to the following conditions: TA 7/29/10

1. That the position has not been abolished. TA 7/29/10

2. That she is not physically or mentally disabled from performing the duties of such position. TA 7/29/10

Subd. 7. Failure of the employee to return pursuant to the date determined in this section may constitute grounds for termination in the School District. TA 7/29/10

Subd. 8. The parties agree that periods of time for which the employee is on child care leave shall not be counted in determining the completion of the probationary period. TA 7/29/10

Subd. 9. The parties further agree that any child care leave of absence granted under this section shall be a leave without pay. TA 7/29/10

Section 6. Adoption Leave: TA 7/29/10

Subd. 1. Adoption leave shall be granted by the School District pursuant to applicable provisions of Section 5 and this section. TA 7/29/10

Subd. 2. Upon learning of the date of adoption, the employee shall submit a written application for adoption leave to the School District. TA 7/29/10

Subd. 3. Adoption leave will commence at the date of adoption and may be for a period of up to one (1) year. TA 7/29/10

Section 7. Jury Duty Leave: Leave of absence for jury duty will be granted by the School District for jury duty service and an employee will receive his/her regular rate of pay but must assign to the School District such compensation as he/she receives for serving on jury duty (excluding mileage allowance). TA 7/29/10

Section 8. Medical Leave of Absence: TA 7/29/10

Subd. 1. An employee who has completed his/her probationary period and who is unable to work because of illness or injury, and has exhausted all sick leave credit available, shall, upon request, be granted a medical leave of absence, without pay, up to six (6) months. The School District may, in its discretion, renew such a leave. TA 7/29/10

Subd. 2. A request for leave of absence, or renewal thereof, under this section shall be accompanied by a written doctor's statement outlining the condition of health and estimated time at which the employee is expected to be able to assume his/her normal responsibilities. TA 7/29/10

Subd. 3. An employee who fails to comply with the provisions of this section or who fails to seek medical leave as provided in this section shall be terminated by the School District. If an employee is not granted a renewal of a medical leave of absence, in the discretion of the School District, such employee's employment may be terminated. TA 7/29/10

Section 9: Insurance Application: TA 7/29/10

Subd. 1. An employee shall be eligible for insurance contributions as provided in Article VIII of this Agreement during any month that the employee provides regular service at least one (1) day during the month, or during any month that such employee is on paid sick leave pursuant to Section 1 of this Article. TA 7/29/10

Subd. 2. An employee shall not be eligible for School District contributions for insurance programs as outlined in Article VIII of this Agreement during any of the following: TA 7/29/10

a. Any month in which the employee does not receive pay for actual service rendered. TA 7/29/10

b. Any month in which the employee is absent due to illness but not entitled to sick leave pursuant to Section 1 of this Article, except that the long term disability insurance coverage will be paid for by the School District for the duration of the waiting period. TA 7/29/10

c. An employee who has received compensatory pay under workers' compensation for a period of six (6) full months, whether or not supplemented by sick leave, except that the long-term disability insurance coverage will be paid for by the School District while the employee is on workers' compensation and additionally for the duration of the long-term disability waiting period, upon discontinuance of workers' compensation compensatory pay. TA 7/29/10

d. Any month in which the employee is receiving long-term disability insurance benefits for the entire month. TA 7/29/10

Subd. 3. An employee declared ineligible for the School District's contribution TA 7/29/10

toward group insurance pursuant to Subd. 2 hereof, may, however, continue to participate in group insurance plans if permitted under the insurance policy provisions, but shall pay the entire premium for such program as he/she wishes to retain during such period of employment relationship. It is the responsibility of the employee to make arrangements with the school business office to pay to the School District the monthly premium amounts in advance and on such date as determined by the School District. The right to continue participation in such group insurance programs, however, will discontinue upon termination of employment, except as provided by statute.

Section 10. Accrued Benefits - Unpaid Leaves: An employee on an unpaid leave pursuant to this Article shall retain such amounts of experience credit for pay purposes and other accrued benefits, if any, which he/she had accrued at the time he/she went on leave for use upon his/her return. TA 7/29/10

Section 11. Eligibility: Leave benefits as outlined in this Article shall apply only to employees regularly employed at least 170 days per year and at least fifteen (15) hours per week, and such benefits shall not apply to employees employed for a lesser time. TA 7/29/10

Section 12. Seniority: For purposes of seniority standing, an employee on leave, pursuant to this Article, shall continue to accrue seniority during such leaves of absence. TA 7/29/10

ARTICLE X  
HOLIDAYS

TA 7/29/10  
TA 7/29/10

Section 1. Paid Holidays: All twelve month employees employed by the School District who are regularly employed forty (40) hours per week for 50 weeks per year and at least twenty (20) hours per week for two (2) weeks per year shall earn eleven (11) paid holidays per year as follows: TA 7/29/10

1. New Year's Day TA 7/29/10
2. Good Friday TA 7/29/10
3. Memorial Day TA 7/29/10
4. Fourth of July TA 7/29/10
5. Thanksgiving Day TA 7/29/10
6. Day after Thanksgiving Day TA 7/29/10
7. Christmas Eve Day TA 7/29/10
8. Christmas Day TA 7/29/10
9. New Year's Eve Day TA 7/29/10
10. Floating Holiday TA 7/29/10
11. Labor Day TA 7/29/10

**Section 2. Paid Holidays:** Employees working at least 20 hours per week and 170 days per year shall earn 9 paid holidays per year as follows. TA 3/2/11

1. New Year's Day TA 3/2/11
2. Good Friday TA 3/2/11
3. Memorial Day TA 3/2/11
4. Thanksgiving Day TA 3/2/11
5. Day after Thanksgiving Day TA 3/2/11
6. Christmas Eve Day TA 3/2/11
7. Christmas Day TA 3/2/11
8. New Year's Eve Day TA 3/2/11
9. Floating Holiday TA 3/2/11

If a less than twelve (12) month employee works summer SAC hours, he/she will receive equivalent holiday pay for the Fourth of July for the number of hours normally worked. TA 7/29/10

**Section 3. Weekends:** Holidays that fall on weekends will be observed on a day established by the Director of Community Education. TA 7/29/10

**Section 4. School in Session:** The School District reserves the right to cancel any of the above holidays and establish another holiday in lieu thereof. Any legal holiday or holiday which falls within an employee's vacation period shall not be counted as a vacation day. TA 7/29/10

**Section 5. Eligibility:** In order to be eligible for holiday pay, an employee must have worked his/her regular work day before and after the holiday unless he/she is on excused illness, on vacation, or on approved leave under Article IX, Section 4, Subdivision 4 under these provisions. TA 7/29/10

**Subd. 1.** An employee on an approved leave of absence without pay shall not be eligible for holiday pay during such leave of absence, unless the duration of the leave is ~~for less than~~ 5 working days or less either before and/or after the holiday. TA 3/2/11

**Section 6. Application:** This Article shall apply only to employees regularly employed at least 170 days per year and at least twenty (20) hours per week and only if such holiday falls during the employee's work year. TA 3/2/11

**ARTICLE XI  
VACATIONS**

TA 7/29/10

TA 7/29/10

**Section 1. Eligibility:** This Article shall apply to all twelve month employees employed by the School District who are regularly employed forty (40) hours per week for 50 weeks per year and at least twenty (20) hours per week for two (2) weeks per year.

TA 7/29/10

**Section 2. Earned Vacations:**

TA 3/2/11

**Subd. 1.** Eligible employees as described in Section 1 of this Article shall begin accruing vacation as follows under these provisions. The yearly period shall be from June 1 through May 31 or from September 1 through August 31.

TA 3/2/11

After 1 year of service on July 1	2 weeks	TA 3/2/11
After 6 years of service on July 1	2 weeks plus 1 day	TA 3/2/11
After 7 years of service on July 1	2 weeks plus 2 days	TA 3/2/11
After 8 years of service on July 1	2 weeks plus 3 days	TA 3/2/11
After 9 years of service on July 1	2 weeks plus 4 days	TA 3/2/11
After 10 years of service on July 1	3 weeks	TA 3/2/11
After 15 years of service on July 1	4 weeks	TA 3/2/11

A new employee, during his/her first year of service, shall accrue vacation at the rate of 10/12 of a day for each full month of service in the School District and may take such accrued vacation as of July 1 pursuant to scheduling rules.

TA 3/2/11

**Section 3. Payment:** Payment for vacation purposes shall be based on payment received for a forty (40) hour week and prorated accordingly.

TA 7/29/10

**Section 4. Termination:** If the employee resigns before completing a full year of service, he/she shall not be entitled to any vacation pay and he/she shall have the salary paid for any vacation days taken deducted from his/her final check. An employee who has completed at least one (1) year of service shall be entitled to receive the pro-rata pay for unused vacation time provided such employee provides the School District with at least two (2) weeks' advance notice, exclusive of vacation time, of his/her resignation time.

TA 7/29/10

**Section 5. New Classification:** In the event an employee who is not eligible for vacation benefits becomes eligible for vacation benefits, the employee shall be eligible for five (5) days of accrued vacation as of June 30 of that fiscal year and not subject to a pro-rata formula from the beginning of their qualifying employment, and shall be eligible for vacation thereafter based upon the vacation accrual as noted in Section 2 hereof. Should the employee resign prior to July 1 of the first year, or partial year, of full-time employment, salary paid for any vacation days taken shall be deducted on a pro-rata basis from the employee's final check.

TA 7/29/10

**Section 6. Accrued Vacation:** Accrued vacation days normally shall be taken on or before June 30 each year. However, an employee shall be permitted to carry over a maximum of twenty-five (25) unused days of vacation to the next year. TA 7/29/10

**Section 7. Death of an Employee:** In the event of the death of an employee during the duty year, that employee's beneficiary shall receive payment for vacation earned for that year but not taken in addition to any unused carry-over vacation not taken. If no beneficiary designee is in effect at the time of death, payment shall be made to the estate of the deceased. TA 7/29/10

**ARTICLE XII  
SENIORITY, LAYOFF AND RECALL** TA 7/29/10

**Section 1. Recognition:** The School District agrees to recognize the principal of seniority in the application of this Agreement within employee classifications concerning the reduction or the increase in the work force and the granting of vacation time. TA 7/29/10

**Section 2. Dates:** Employees 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 first day of work. If more than one (1) employee is hired on the same date, seniority ranking shall be alphabetical by last name (first in alphabet, first in seniority). If the last names are the same, seniority ranking shall be alphabetical by the first and middle names (first in alphabet, first in seniority). If the entire names are the same it shall be determined by the Director of Community Education. TA 7/29/10

**Section 3. Lay-Off:** In the event of a lay-off, the procedure shall be as follows: TA 7/29/10

**Subd. 1.** The School District shall determine the positions to be eliminated and shall then notify the affected employee(s) of such lay-off at least ten (10) working days prior to effecting such lay-off. TA 7/29/10

**Subd. 2.** In the event of a lay-off, employees within each classification with the least seniority shall be laid-off first, unless a senior employee agrees to voluntarily take such lay-off. TA 7/29/10

**Subd. 3.** An employee who is selecting a new position may only select one which is held by an employee who is less senior. TA 7/29/10

**Subd. 4.** Employees who currently hold 12 month positions may select another 12 month position or a less than 12 month position. TA 7/29/10

**Subd. 5.** Employees who currently hold a position of less than 12 months in duration may only select a position which is less than 12 months in duration. TA 7/29/10

**Subd. 6.** An employee can select a position which is either in the same TA 7/29/10

classification or a lower classification than the position currently held.

Subd. 7. An employee may select a position which has the same number of hours or less per day when compared to the position currently held. TA 7/29/10

Section 4. Recall: The procedure to recall employees on lay-off shall be as follows: TA 7/29/10

Subd. 1. Recall shall be in the order of seniority and the employee with the highest amount of seniority shall be recalled first. TA 7/29/10

Subd. 2. An employee who accepted a position within a lower classification or with fewer hours shall receive seniority consideration in filling vacancies in their previous classification, provided said employee bids on the open position in question. TA 7/29/10

Subd. 3. New employees shall not be hired for a position within the bargaining unit while there is available on recall, an employee who is qualified to fill a vacancy, provided said employee on lay-off status bids on the open position in question. TA 7/29/10

Subd. 4. An employee on lay-off status shall be mailed copies of unit job postings for the duration of the time they are on lay-off status. TA 7/29/10

Subd. 5. Employees on lay-off shall be entitled to bid on all open positions in the same manner as active-at-work employees. TA 7/29/10

Subd. 6. An employee on lay-off may bid on a position of lesser hours, lower pay, or lower classification without forfeiting their right to recall. TA 7/29/10

Subd. 7. Employees may not be promoted as a result of this recall provision. TA 7/29/10

Section 5. Duration of Rights: An employee on lay-off shall retain their seniority rights to recall within classification in seniority order for a period of eighteen (18) months after the date of lay-off. TA 3/2/11

Subd. 1. An employee shall lose their seniority and right of recall upon written resignation or failure to report after recall to a position of equal employment status at the time of lay-off, or by accepting a permanent position in another bargaining unit in the School District. TA 7/29/10

Section 6. Seniority List: Thirty (30) days after execution of this Agreement, the employer shall prepare a seniority list by classification and shall update such list as changes occur. The Union shall be provided copies of the seniority list. TA 7/29/10

ARTICLE XIII  
VACANCIES AND JOB POSTING

TA 7/29/10

Section 1. Posting of Vacancies: All vacancies in permanent full-time positions covered by this Agreement will be posted for 7 (seven) working days. A permanent vacancy is defined as one anticipated to last more than one (1) year. A temporary vacancy is defined as one anticipated to last less than one (1) year. A vacancy may be filled temporarily pending completion of posting and application procedures. Posting shall not apply in lateral transfer involving two permanent employees or in temporary vacancies.

TA 7/29/10

Section 2. Application for Vacancies: All employees under this Agreement, including those on lay-off status, may submit application for any vacancy which is posted pursuant to this Article.

TA 7/29/10

Section 3. Filling of Vacancies:

TA 7/29/10

Subd. 1. The position shall be filled by the School District with the best qualified candidate as determined by the School District. The School District reserves the right to fill any position with an outside applicant if internal candidates do not have the needed qualifications as determined by the School District for the position or if no internal candidates apply. In making its determination the School District shall consider the employee's qualifications and aptitude for the position as well as length of service with the School District along with other relevant factors.

TA 7/29/10

Subd. 2. The decision of the School District shall be final and binding and the parties agree that such decision shall not be subject to the grievance procedure.

TA 7/29/10

ARTICLE XIV  
RETIREMENT

TA 12/2/10

Retirement shall be in accordance with state and federal statute.

TA 12/2/10

ARTICLE XV  
MATCHING 403B PLAN

TA 12/2/10

Section 1. Application: Eligible employees who are employed by the School District and are participating in the School District's 403B Plan will be eligible to receive a matching annual contribution by the School District pursuant to M.S. 356.24 according to the provisions contained in this Article and the School District 403B Plan documents. **Effective the first of the month following execution of this contract**, the School District will match the amount of the employee's annual contribution as determined by the following schedule and increments to be set by the plan documents:

TA 12/2/10



**TWELVE MONTH EMPLOYEES**

TA  
12/2/2010

<u>Years of Service</u>		<u>More than 6 hours per day</u>			<u>4-6 hours per day</u>		
		<del>08-09</del>		<del>09-10</del>	<del>08-09</del>		<del>09-10</del>
6-10 years of service	(A-12)	\$587	750	\$599	\$441	500	\$450
	(A-13)	\$627	750	\$640	\$471	500	\$480
	(B-22)	\$695	750	\$709	\$522	750	\$533
11-20 years of service	(A-12)	\$880	1,000	\$897	\$660	750	\$673
	(A-13)	\$941	1,000	\$960	\$706	750	\$720
	(B-22)	\$1,042	1,250	\$1,063	\$783	1,000	\$798
21 or more years of service	(A-12)	\$1,173	1,250	\$1,197	\$880	1,000	\$897
	(A-13)	\$1,255	1,500	\$1,280	\$941	1,000	\$960
	(B-22)	\$1,391	1,500	\$1,418	\$1,042	1,250	\$1,063

**LESS THAN 12 MONTH EMPLOYEES**

TA  
12/2/2010

<u>Years of Service</u>		<u>More than 6 hours per day</u>			<u>4-6 hours per day</u>		
		<del>08-09</del>		<del>09-10</del>	<del>08-09</del>		<del>09-10</del>
6-10 years of service	(A-12)	\$417	500	\$425	\$314	500	\$320
	(A-13)	\$446	500	\$455	\$335	500	\$341
	(B-22)	\$494	750	\$504	\$371	500	\$378
11-20 years of service	(A-12)	\$626	750	\$639	\$471	500	\$480
	(A-13)	\$670	750	\$683	\$503	750	\$513
	(B-22)	\$743	1,000	\$757	\$556	750	\$567
21 or more years of service	(A-12)	\$836	1,000	\$853	\$626	750	\$639
	(A-13)	\$893	1,000	\$911	\$670	750	\$683
	(B-22)	\$990	1,250	\$1,010	\$743	1,000	\$757

Section 2. Years of Service: "Years of Service" shall mean years of employment in the School District. Years of Service shall be measured as of the employees' employment date.

TA 7/29/10

**Section 3. Limits Regarding the School District's Matching Contribution:** The School District's total employee lifetime matching contribution shall be limited to \$25,000.00 (Twenty-five thousand dollars) for each participating employee. TA 7/29/10

**Section 4. Deduction From Severance:** The School District's total matching contribution to an individual employee's 403B Plan will be deducted from any severance the individual employee is eligible for pursuant to this or any other School District contract or policy. TA 7/29/10

**Section 5. Eligibility:** This Article shall apply to employees who are regularly employed at least one hundred and seventy (170) days per year and twenty (20) hours per week on a regular assignment and shall not apply to employees employed less than one hundred and seventy (170) days per year and twenty (20) hours per week. TA 7/29/10

**ARTICLE XVI  
PROBATIONARY PERIOD, DISCIPLINE AND DISCHARGE**

TA 7/29/10

**Section 1. Probationary Period:** An employee under this Agreement shall, under the provisions of this Agreement, serve a probationary period of twelve (12) months in the School District during which time the School District shall have the unqualified right to suspend without pay, discharge or otherwise discipline such employee; and during this probationary period, the employee shall have no recourse to the grievance procedure insofar as suspension, withholding of scheduled salary increase, 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, except as otherwise modified in this Agreement. TA 7/29/10

**Section 2. Probationary Period - Change in Classification:** An employee transferred or promoted to a different classification shall serve a new probationary period of six (6) months within the new classification. An employee who does not successfully complete the probationary period shall be returned to a position which has equal classification and hours as their former position. TA 7/29/10

**Section 3. Completion of Probationary Period:** An employee who has completed the probationary period may be reprimanded (oral or written), suspended without pay, discharged, or have a scheduled salary increase withheld, only for just cause. An employee who has completed the probationary period and is disciplined in the above manner shall have access to the grievance procedure, providing the grievance is filed in writing within ten (10) days of the event giving rise to the grievance. TA 7/29/10

ARTICLE XVII  
PHYSICAL EXAMS

TA 7/29/10

Section 1. New Employees: The School District may require that a new employee obtain a physical examination prior to employment from a physician designated by the School District.

TA 7/29/10

Section 2. Application: A physical examination may be required of any employee upon demand by the School District. Such extra examination shall be paid for by the School District. The School District reserves the right to select the doctor or clinic. Should an employee be suspended for health reasons, examinations for re-employment by the School District selected doctor shall be at the employee's expense.

TA 7/29/10

ARTICLE XVIII  
GRIEVANCE PROCEDURE

TA 7/29/10

Section 1. Grievance Definition: A "grievance" shall mean an allegation by an employee, resulting in a dispute or disagreement as to the interpretation or application of any term or terms of this Agreement.

TA 7/29/10

Section 2. Representative: The employee, administrator, exclusive representative or School District may be represented during any step of the procedure by any person or agent designated by such party to act in his/her behalf.

TA 7/29/10

Section 3. Definitions and Interpretations:

TA 7/29/10

Subd. 1. Extension: Time limits specified in this Agreement may be extended by mutual agreement.

TA 7/29/10

Subd. 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 by state law.

TA 7/29/10

Subd. 3. Computation of Time: In computing any period of time prescribed or allowed by procedures herein, the date of the act, event or default for which the designated period of time begins to run shall not be included. The last day of the period so computed shall be counted, unless it is a Saturday, a Sunday or a legal holiday, in which event the period runs until the end of the next day which is not a Saturday, a Sunday or a legal holiday.

TA 7/29/10

**Subd. 4. Filing and Postmark:** The filing or service of any notice or document herein shall be timely if it is personally served or if it bears a dated postmark of the United States mail within the time period. TA 7/29/10

**Subd. 5. Formal Grievance:** A grievance shall be considered a formal grievance when it is reduced to writing and presented to the School District. TA 7/29/10

**Section 4. Time Limitation and Waiver:** Grievances shall not be valid for consideration unless the grievance is submitted in writing to the School District's designee, setting forth the facts and the specific provision of the Agreement allegedly violated and the particular relief sought within ten (10) days after the date the event giving rise to the grievance occurred. Failure to file any grievance within such period shall be deemed a waiver thereof. Failure to appeal a grievance from one level to another within the time periods hereafter provided shall constitute a waiver of the grievance. An effort shall first be made to adjust an alleged grievance informally between the employee and the School District's designee. TA 7/29/10

**Section 5. Adjustment of Grievance:** The School District and the employee shall attempt to adjust all grievances which may arise during the course of employment of any employee within the School District in the following manner: TA 7/29/10

**Subd. 1. Level I:** If the grievance is not resolved through informal discussions, the Director of Community Education or his/her designee shall give a written decision on the grievance to the parties involved within ten (10) days after receipt of the written grievance. TA 7/29/10

**Subd. 2. Level II:** In the event the grievance is not resolved in Level I, the decision rendered may be appealed to the Director of Administration and Human Resources, provided such appeal is made in writing within seven (7) days after receipt of the decision in Level I. If a grievance is properly appealed to the Director of Administration and Human Resources, the Director of Administration and Human Resources or his/her designee shall set a time to meet regarding the grievance within fifteen (15) days after receipt of the appeal. Within ten (10) days after the meeting, the Director of Administration and Human Resources or his/her designee shall issue a decision in writing to the parties involved. TA 7/29/10

**Section 6. School Board Review:** The School Board reserves the right to review any decision issued under Level I or Level II of this procedure at the request of the grievant or at its own instance, provided the School District or the grievant provides written notice within ten (10) days after a decision in Level I or Level II has been rendered. In the event the School Board determines to review a grievance it shall hold a hearing and issue a decision within twenty (20) working days after the written notice. The union shall receive written advance notice as to the date of the said hearing. In the event of such review, the School Board reserves the right to affirm, reverse or modify such decision. At the option of the School Board, a committee or representative(s) of the School Board may be designated by the School Board to hear the appeal at this level, and report its findings and recommendations to the School Board. TA 7/29/10

**Section 7. Denial of Grievance:** Failure by the School District or its representative to issue a decision within the time periods provided herein shall constitute a denial of the grievance and the employee may appeal it to the next level. TA 7/29/10

**Section 8. Arbitration Procedures:** In the event that the employee and the School District are unable to resolve any grievance, the grievance may be submitted to arbitration as defined herein: TA 7/29/10

**Subd. 1. Request:** A request to submit a grievance to arbitration must be in writing signed by the aggrieved party, and such request must be filed in the office of the Director of Community Education within ten (10) days following the decision in Level II or within ten (10) days after the decision of the School Board if the School Board reviews a decision pursuant to Section 6 of the grievance procedure. TA 7/29/10

**Subd. 2. Prior Procedure Required:** No grievance shall be considered by the arbitrator which has not been first duly processed in accordance with the grievance procedure and appeal provisions. TA 7/29/10

**Subd. 3. Selection of Arbitrator:** Upon the prior submission of a grievance under the terms of this procedure, the parties shall, within ten (10) 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 the BMS to forward a panel of five (5) arbitrators, providing such request is made within twenty (20) days after request for arbitration. The request shall ask that the appointment be made within thirty (30) days after the receipt of said request. Failure to agree upon an arbitrator or the failure to request an arbitrator from the BMS within the time periods provided herein shall constitute a waiver of the grievance. TA 7/29/10

**Subd. 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 will have the opportunity to submit evidence, offer testimony, and make oral or written arguments relating to the issues before the arbitrator. The proceeding before the arbitrator shall be a hearing denovo. TA 7/29/10

**Subd. 5. Scheduling of Grievance Matters:** Scheduling of grievance hearings pursuant to Section 5, Subd. 1 (Level I) and Subd. 2 (Level II) shall be whenever practical. Arbitration proceedings shall be scheduled as agreed by the parties. TA 7/29/10

**Subd. 6. Decision:** The decision by the arbitrator shall be rendered within thirty (30) days after the close of the hearing. Decisions by the arbitrator in cases properly before her/him shall be final and binding upon the parties, subject, however, to the limitations of arbitration decisions as provided by in the PELRA, as amended. TA 7/29/10

Subd. 7. Expenses: Each party shall bear its own expenses in connection with arbitration, including expenses relating to the party's representatives, witnesses and any other expenses which the party incurs in connection with presenting its case in arbitration.

TA 7/29/10

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. The requesting party shall pay the full cost of transcribing and recording of the proceedings and transcript copy. If both parties request a transcript or recording, the cost shall be equally shared. If the second party orders a transcript after the first party has paid for transcribing and recording, the second party shall also reimburse the first party for one-half (1/2) of those costs incurred, in addition to paying for the transcript copy.

Subd. 8. Jurisdiction: The arbitrator shall have jurisdiction over disputes or disagreements relating to grievances properly before the arbitrator pursuant to the terms of this procedure. The jurisdiction of the arbitrator shall not extend to proposed changes in terms and conditions of employment as defined herein and contained in this written Agreement, nor shall an arbitrator have jurisdiction over any grievance which has not been submitted to arbitration in compliance with the terms of the grievance and arbitration procedure as outlined herein, nor shall the jurisdiction of the arbitrator extend to matters of inherent managerial policy, which shall include but are not limited to such areas of discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, and organizational structure and selection and direction and number of personnel. In considering any issue in dispute, in its order, the arbitrator shall give due consideration to the statutory rights and obligations of the public School Board to efficiently manage and conduct its operation within the legal limitations surrounding the financing of such operations.

TA 7/29/10

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

TA 7/29/10

The election set forth above shall not apply to claims subject to the jurisdiction of the United States Equal Employment Opportunity Commission. If a court of competent jurisdiction rules contrary to *Board of Governors* (957 F.2d 424 (7<sup>th</sup> Cir. 1992), cert. denied, 506 U.S. 906) or if the *Board of Governors* case is judicially or legislatively overruled, then this underlined portion of this section shall be deleted.

TA 7/29/10

ARTICLE XIX  
MISCELLANEOUS

TA 7/29/10

Section 1. Copies of Agreement: Copies of this contract, entitled Agreement between the Forest Lake School District and the Minnesota Teamsters and Law Enforcement Employees Union Local 320, shall be printed at the expense of the School District as soon as practicable after the contract is signed and presented to all employees in the system and to each new employee. Further, the School District shall furnish ten (10) copies of the Agreement to the union for its use.

TA 7/29/10

Section 2. Mileage Allowance: A mileage allowance shall be paid for authorized use of personal vehicles in connection with School District business. The mileage allowance shall be paid pursuant to School District policy.

TA 7/29/10

ARTICLE XX  
DURATION

TA 7/29/10

Section 1. Term and Reopening Negotiation: This Agreement shall remain in full force and effect for a period commencing on July 1, ~~2008~~ **2010** through June 30, ~~2010~~ **2012**, and thereafter until modifications are made pursuant to the PELRA. If either party desires to modify or amend this Agreement commencing on July 1, ~~2010~~ **2012**, it shall give written notice of such intent no later than April 1, ~~2010~~ **2012**. Unless otherwise mutually agreed, the parties shall not commence negotiations more than ninety (90) days prior to the expiration of this Agreement.

TA 7/29/10

Section 2. Effect: This Agreement constitutes the full and complete Agreement between the School District and the exclusive representative representing the employees. The provisions herein relating to terms and conditions of employment supersede any and all prior agreements, practices, school policies, rules or regulations concerning terms and conditions of employment, insofar as such are inconsistent with these provisions. Nothing in this Agreement shall be construed to obligate the School District to continue or discontinue existing or past practices, or prohibit the School District from exercising all management rights and prerogatives defined in this Agreement, except insofar as such exercise would be in express violation of any term or terms of this Agreement.

TA 7/29/10

**Section 3. Finality:** Any matters relating to the current contract term, whether or not referred to in this Agreement, shall not be open for negotiation during the term of this Agreement. However, this Agreement may be amended at any time by mutual agreement of the parties. **TA 7/29/10**

**Section 4. Severability:** If any provision of this Agreement or the application of such provision is found to be contrary to law, that provision shall be severable and it shall not affect any other provision of this Agreement or the application of any provision thereof. **TA 7/29/10**

IN WITNESS WHEREOF, the parties have executed this Agreement as follows: **TA 7/29/10**

Minnesota Teamsters and  
Law Enforcement Employees  
Union Local 320  
3001 University Avenue S.E.  
Minneapolis, MN 55414

Independent School District No. 831  
6100 North 210th Street  
Forest Lake, MN 55025

**TA 7/29/10**

\_\_\_\_\_  
Business Agent

\_\_\_\_\_  
School Board President

**TA 7/29/10**

\_\_\_\_\_  
Committee Member

\_\_\_\_\_  
Clerk

**TA 7/29/10**

\_\_\_\_\_  
Committee Member

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

**TA 7/29/10**



APPENDIX A

~~2008-2009~~ 2010-2011 Salary Schedule

**STEP & WAGE FREEZE**

**TA 12-2-2010**

	<u>1st Year</u>	<u>2nd Year</u>	<u>3rd Year</u>	<u>4th Year</u>	<u>5th Year</u>
Program Aide (A12)	<del>\$13.25</del> 13.51	<del>\$13.55</del> 13.83	<del>\$13.92</del> 14.19	<del>\$14.43</del> 14.72	<del>\$15.04</del> 15.34
Assistant Site Manager (A13)	<del>\$14.24</del> 14.53	<del>\$14.56</del> 14.86	<del>\$14.95</del> 15.24	<del>\$15.44</del> 15.75	<del>\$16.08</del> 16.40
Site Manager (B22)	<del>\$16.02</del> 16.34	<del>\$16.33</del> 16.65	<del>\$16.71</del> 17.04	<del>\$17.21</del> 17.56	<del>\$17.83</del> 18.19

APPENDIX B

~~2009-2010~~ 2011-2012 Salary Schedule

**STEP & WAGE FREEZE**

**TA 3/2/11**

	<u>1st Year</u>	<u>2nd Year</u>	<u>3rd Year</u>	<u>4th Year</u>	<u>5th Year</u>
Program Aide (A12)	\$13.51	\$13.83	\$14.19	\$14.72	\$15.34
Assistant Site Manager (A13)	\$14.53	\$14.86	\$15.24	\$15.75	\$16.40
Site Manager (B22)	\$16.34	\$16.65	\$17.04	\$17.56	\$18.19

MEMORANDUM OF UNDERSTANDING

TA 7/29/10

Between Independent School District No. 831

TA 7/29/10

And

TA 7/29/10

The Minnesota Teamsters Public and  
Law Enforcement Employees Union Local 320

TA 7/29/10

TA 7/29/10

- 1. Discount of School Age Child Care Services: The School District agrees that employees who are members of this Unit may receive a fifty per cent (50%) discount on School Age Child Care Services.

TA 7/29/10

IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding:

TA 7/29/10

Minnesota Teamsters and  
Law Enforcement Employees  
Union Local 320  
3001 University Avenue S.E.  
Minneapolis, MN 55414

Independent School District No. 831  
6100 North 210th Street  
Forest Lake, MN 55025

TA 7/29/10

\_\_\_\_\_  
Business Agent

\_\_\_\_\_  
School Board President

TA 7/29/10

\_\_\_\_\_  
Committee Member

\_\_\_\_\_  
Clerk

TA 7/29/10

\_\_\_\_\_  
Committee Member

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

TA 7/29/10