

# Labor Agreement

Between

Independent School District 877  
Buffalo-Hanover-Montrose Schools

and

Office Personnel Employees

SEIU Local 284, AFL-CIO

July 1, 2008 - June 30, 2010

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## **ARTICLE I PURPOSE**

**Section 1. Parties:** THIS AGREEMENT is entered into between District 877, Buffalo, Minnesota, hereinafter referred to as the School District; and SEIU Local 284, AFL-CIO, hereinafter referred to as exclusive representative, pursuant to and in compliance with the Public Employment Labor Relations Act of 1971 as amended, hereinafter referred to as the P.E.L.R.A. to provide the terms and conditions of employment for the Office Personnel during the duration of this Agreement.

## **ARTICLE II RECOGNITION OF EXCLUSIVE REPRESENTATIVE**

**Section 1. Recognition:** In accordance with the P.E.L.R.A., the School District recognizes SEIU, Local 284, AFL-CIO as the exclusive representative for office personnel employed by Independent School District 877, which exclusive representatives, shall have those rights and duties as prescribed by P.E.L.R.A. and described in the provisions of this Agreement.

**Section 2. Appropriate Unit:** The exclusive representative shall represent all such employees of the district contained in the appropriate unit as defined in Article III, Section 2 of this Agreement and the P.E.L.R.A. as certified by the State Bureau of Mediation Services (BMS).

## **ARTICLE III DEFINITIONS**

**Section 1. Terms and Conditions of Employment:** Shall mean the hours of employment, the compensation thereof including fringe benefits except retirement contributions or benefits other than employer payment of, or contributions to, premiums for group insurance coverage of retired employees or severance pay, and the employer's personnel policies affecting the working conditions of the employees.

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

**Section 3. School District:** For purposes of administering this Agreement, the term "School District" shall mean the School Board or its designated representative.

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

## **ARTICLE IV SCHOOL BOARD RIGHTS**

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

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

**Section 3. Effects of Laws, Rules and Regulations:** The exclusive representative recognizes that all employees covered by this Agreement shall perform the services and duties prescribed by the school board and shall be governed by the laws of the State of Minnesota, and by school board rules, regulations, directive 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. Any provision of this Agreement found to be in violation of any such laws, rules, regulations, directives or orders shall be null and void and without force and effect.

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

## **ARTICLE V EMPLOYEE RIGHTS**

**Section 1. Right to View:** Nothing contained in this Agreement shall be construed to limit, impair or affect the right of any employee or his 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 designated to and does not interfere with the full, faithful and proper performance of the duties of employment or circumvent the rights of the exclusive representative.

**Section 2. Right to Join:** Employees shall have the right to form and join labor or employee organizations, and shall have the right not to form and join such organizations. Employees in an appropriate unit shall have the right to secret ballot to designate an exclusive representative for the purpose of negotiating grievance procedures and the terms and conditions of employment for employees of such unit with the school district.

**Section 3. Request for Dues Check Off:** Employees shall have the right to request and be allowed dues check off for the employee organization of their selection, 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 under 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 that the employee has agreed to pay to the employee organization during the period provided in said authorization.

**Section 4. Fair Share:** The exclusive representative warrants that it will only implement fair share deductions in accordance with the applicable Minnesota Statutes.

## ARTICLE VI RATES OF PAY

### **Section 1. Rates of Pay:**

**Subd. 1. Wages.** The wage and salaries reflected in Schedule A, attached hereto, shall be a part of the Agreement for the period commencing July 1, 2008 to June 30, 2010.

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

**Subd. 3. Substitute Pay.** An employee who replaces an employee at a higher classification for more than 15 consecutive days shall be entitled to receive the rate of pay associated with the higher classification. The higher rate of pay shall be paid from the 16th day until the absent employee returns to duties or is replaced.

**Section 2. Training/Workshop Payment:** Registration, tuition, enrollment fees, laboratory fees, and mileage for attendance at workshops, classes and conventions that pertain to the job assignment approved by the Building Administrator will be reimbursed by the District. At no time shall more than one or two employees from one building be gone.

## ARTICLE VII GROUP INSURANCE

**Section 1. Eligibility:** An employee working 25 hours or more per week shall be eligible for group insurance benefits as provided in this article. Those employed 14 or more hours may be eligible for insurance coverage at a prorated amount based upon 40 hours per week as full-time equivalency.

**Section 2. Claims Against the School District:** The parties agree that any description of insurance benefits contained in this Article is 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 denial of insurance benefits by an insurance carrier.

**Section 3. Selection of Carrier:** The selection of the insurance carriers and policies shall be made by the school district.

**Section 4. Health and Hospitalization Insurance:** The school district will provide health and hospitalization insurance for employees with the district according to the following plans:

**Subd. 1. Individual Coverage:** The school district shall contribute the sum listed in Schedule B, attached hereto, toward the premium for individual coverage for employees employed by the school district who are not enrolled in dependent coverage in the district group health and hospitalization plan.

**Subd. 2. Dependent Coverage:** The school district shall contribute the sum listed in

Schedule B, attached hereto, toward the premium for dependent coverage. Employees desiring dependent coverage must so notify the Business Office within thirty days of change in marital status.

**Section 5. Dental Insurance:** The school district shall contribute the sum listed in Schedule B, attached hereto, towards dental insurance for qualified employees.

**Section 6. Term Life Insurance:** The school district shall contribute the sum listed in Schedule B, attached hereto, toward term life insurance for qualified employees wishing to be covered.

**Section 7. Income Protection Insurance:** The school district shall contribute the sum listed in Schedule B, attached hereto, toward income protection insurance for qualified employees wishing to be covered.

**Section 8. Duration of Insurance Contributions:** Employees eligible for school district contribution as provided in this Article is as long as the employee is employed by the School District. Employee may continue in district insurance programs per applicable state or federal law. Upon termination of employment, all district contributions shall cease.

## **ARTICLE VIII LEAVE OF ABSENCE**

### **Section 1. Sick Leave:**

**Subd. 1. Accrual.** An employee shall earn sick leave at a rate of 1 day for each month of service in the employment of the school district. Annual sick leave shall accrue monthly as it is earned on a proportionate basis to the employee's work year. Sick leave shall be pro-rated on a proportionate basis for those working less than full time. At no time shall sick leave be used if it has not been earned. Routine medical/dental appointments should be scheduled outside of the regular work hours and work year whenever possible.

**Subd. 2. Unused Sick Leave.** Unused sick leave days may accumulate to a maximum credit of 120 days of sick leave per employee.

**Subd. 3. Sick Leave Use.** Sick leave with pay shall be allowed whenever an employee's absence is found to have been due to illness, which prevents their attendance and performance of duties on that day or days.

**Subd. 4. Medical Certificate Requirements.** The school district may require an employee to furnish a medical certificate from a qualified physician as evidence of illness, indicating such absence was due to illness, in order to qualify for sick leave pay. However, the final determination as the eligibility of a employee for sick leave is reserved to the school district. In the event that a medical certificate will be required, the employee will be so advised.

**Subd. 5. Sick Leave Deductions.** Sick leave allowed shall be deducted from the accrued sick leave days of the employee.

**Subd. 6. Sick Leave Approval.** Sick leave pay shall be approved only upon submission of a signed request using the authorized sick leave pay request form available at the office.

**Subd. 7. Sick Leave Transfer.** An employee who transfers from one district position into the office personnel unit may transfer up to 100% of their accumulated sick leave as calculated from last July 1 carryover.

**Subd. 8. Use of Sick Leave for Family Members.** An employee may request up to two days

paid sick leave for absence due to the illness of spouse, parent, or adult child including any step or foster relative in the same relationship with the employee. After the utilization of those two days an employee will have deducted two days of sick leave for each absence due to the sickness of a spouse, parent, or adult child.

**Subd.9. Use of Sick Leave for Child.** Employees may use sick leave for absences due to illness or injury to the employee's child including any step or foster child of the employee. For purposes of this subdivision, "child" means an individual under 18 years of age or an individual under age 20 who is still attending secondary school.

**Section 2. Worker's Compensation:** Pursuant to M.S. 176, an employee injured on the job in the service of the school district and collecting worker's compensation insurance, may draw sick leave and receive full salary from the school district the salary to be reduced by an amount equal to the insurance deducted from accrued sick leave.

**Section 3. Bereavement:** In the event of the death of spouse, father, mother, son or daughter, including any step or foster relative in the same relationship with the employee each regularly employed person may have up to five (5) days per incident, non-accumulative, without salary deductions. In the event of the death of brother, sister, brother-in-law, sister-in-law, mother-in-law or father-in-law, grandparents, or grandchild, including any step or foster relative in the same relationship with the employee, the number of days without salary deductions may be up to three (3) days per incident, non-accumulative. Further necessary time beyond that already provided may be allowed from the employee's sick leave accumulation subject to approval of the director of human resources.

**Section 4. Medical Leave:**

**Subd. 1. Medical Leave of Absence.** An employee, who has completed the probationary period who is unable to perform their duties because of illness or injury and who has exhausted all sick leave credit available, or has become eligible for long term disability compensation, may, upon request, be granted a medical leave of absence, without pay, up to one (1) year from date of initial illness as determined by the director of human resources. This leave may be renewed at the discretion of the school district.

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

**Section 5. Unpaid Leaves:** Application for leaves of absence may be considered by the Board of Education individually upon their merit. Office employees on unpaid leaves will be granted a temporary leave of absence and shall retain all benefits accrued prior to their leave and shall retain all seniority accrued during their leave. Sick leave is not available during the course of any of the above unpaid leaves except medical leave. Leaves of less than six (6) consecutive days may be approved at the discretion of the director of human resources.

Example of unpaid leaves: family, long term medical, public office leave, and other leaves not provided for in the agreement, but considered worthy of consideration by the Board of Education.

**Section 6. Family Leaves:**

**Subd. 1. Family Leave.** A family leave may be granted by the school district subject to the provisions of this section. Family leave may be granted because of the need to prepare and/or provide parental care for a child or children of the office employee for an extended period of time.

**Subd. 2. Written Notice Requirement.** An office employee making application for family leave shall inform the director of human resources in writing with intention to take the leave at least two (2) calendar months before commencement of the intended leave, except in emergency situations.

**Subd. 3. Maternity Leave.** If the reason for the family leave is occasioned by pregnancy, the office employee shall also provide at the time of the leave application, a statement from her physician indicating the expected date of delivery and subject to the other provisions of this Section, such a leave shall be granted. If an office employee who has requested and been granted family leave because of pregnancy delivers prior to the scheduled beginning date of her family leave, she shall be eligible for sick leave in accordance with the provisions of Section 1 until the scheduled beginning date of her family leave. An office employee is not, however, eligible for sick leave benefits after the effective date of the family leave.

**Subd. 4. Adjustment of Leave Dates.** The school district may adjust the proposed beginning or ending date of a family leave so that the dates of the leave are coincident with some natural break in the school year; i.e., winter vacation, spring vacation, semester break or quarter break, end of the grading period, end of the school year, or the like.

**Subd. 5. Leave Restrictions.** In making a determination concerning the commencement and duration of a family leave, the school board shall not, in any event, be required to:

- a) Grant any leave more than twelve (12) months in duration.
- b) Permit the office employee to return to his or her employment prior to the date designated in the request for family leave.

An office employee shall, however, if the request for family leave is occasioned by the office employees pregnancy, be entitled to a family leave of at least one year, subject to adjusting and ending date of the leave pursuant to Subd. 4 above.

**Subd. 6. Failure to Return From Leave.** Failure of the office employee to return pursuant to the date determined under this Section shall constitute grounds for termination unless the school district and the office employee mutually agree to an extension in the leave.

**Subd. 7. Probationary Periods.** The parties agree that the applicable periods of probation is intended to be periods of actual service enabling the school district to have opportunity to evaluate an office employee's performance. The parties agree therefore, that periods of time for which the office employee is on family leave shall not be counted in determining the completion of the probationary period.

**Subd. 8. Accrual of Experience Credit and Leave Time.** An office employee who returns from family leave within the provisions of this Section shall retain all previous experience credit and any unused leave time accumulated under the provisions of this Agreement at the commencement of the beginning of the leave. The office employee shall not accrue additional experience credit or leave time during the period of absence for family leave.

**Subd. 9. Insurance Continuation During Leave.** An office employee on family 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 office personnel wishes to retain commencing with the beginning of the family leave.

**Subd. 10. Pay During Leave.** Leave under this Section shall be without pay or district contribution toward fringe benefits.

**Section 7. Jury Leaves:** When an employee is asked to serve on jury duty, she/he will be granted

the day or days necessary as stipulated by the court, to discharge this civic responsibility without loss of pay. Any compensation the employee receives from the court will be remitted to the district, however, the employee may retain travel and expense reimbursement. If the jury is adjourned four (4) hours or more before the end of the employee's shift, the employee shall return to their duty station.

**Section 8. Emergency Leave:** A maximum of two days per year shall be granted at the discretion of the director of human resources for personal, legal, or good cause matters which require absence during the normal duty day. Recreation and religious events shall not be considered for personal leave. Other leaves of a more confidential nature may be granted by the director of human resources. Request for personal leave shall be made in writing at least three (3) days in advance unless in the case of emergency.

**Section 9. Insurance Application:** An employee on unpaid leave is eligible to continue to participate in group insurance programs if permitted under the insurance policy provisions. The employee shall pay the entire premium for such insurance commencing with the beginning of the leave and shall pay to the school district the monthly premium in advance.

**Section 10. Credit:** An employee who returns from unpaid leave shall retain experience credit for pay purposes and other benefits which had accrued at the time the employee went on leave. No credit shall accrue for the period of time that an employee was on unpaid leave.

**Section 11. Eligibility:** Leave benefits provided in this Article shall apply only to full time employees as defined in Article IX. Leave benefits shall be prorated for those employed less than full time.

## **ARTICLE IX HOURS OF SERVICE**

**Section 1. Full Time Employee:** A regular work week shall consist of 40 hours, exclusive of lunch, for full-time employees.

**Section 2. Part Time Employee:** The school district reserves the right to employ such personnel as it deems desirable or necessary on a part-time or casual basis.

**Section 3. Shifts and Starting Time:** All employees will be assigned starting times and shifts as determined by the school district.

**Section 4. Overtime:** All work over forty (40) hours in the same assignment shall be paid at the overtime rate of time and one-half. Overtime must be approved in advance by the administration.

**Section 5. Lunch Period:** Employees shall be provided an unpaid duty free lunch period of at least 30 minutes.

**Section 6. School Closing:** In the event that school is closed for any reason and the employees are not required to perform services, the employees compensation shall be reduced accordingly. In the event school is closed and employees are on the job, the employee shall be compensated for their time on the job or a minimum of two (2) hours.

**Section 7. Breaks:** Employees are eligible for a 15 minute break every four hours. Those employed less than 4 hours will receive no break.

**Section 8. Inclement Weather - Building Closure:** When weather facilitates the closing of school, employees may reschedule work hours at another time within the fiscal year.

**ARTICLE X  
HOLIDAYS**

**Section 1. Paid Holidays:** Employees shall be granted the following paid holidays:

- |                               |                                |
|-------------------------------|--------------------------------|
| 1. New Year's Day             | 7. Day after Thanksgiving      |
| 2. President's Day            | 8. Day before Christmas        |
| 3. Memorial Day               | 9. Christmas Day               |
| 4. Independence Day* (July 4) | 10. Day before New Years day   |
| 5. Labor Day                  | 11. Friday during Spring Break |
| 6. Thanksgiving Day           |                                |

\* An employee working over 1700 hours per year.  
Less than 8 hour employees shall receive a pro-rated day.

**Section 2. Weekends:** Holidays that fall on weekends will be observed on a day established by the school district.

**Section 3. School in Session:** The school district reserves the right if school is in session, 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.

**ARTICLE XI  
VACATIONS**

**Section 1. Eligibility:** This article shall apply only to employees who are regularly employed over 1500 hours per year. Those employees who work less than 1501 hours and were employed in the Office Personnel unit before July 1, 1992, shall receive the same number of days they received on July 1, 1992.

**Section 2. Earned Vacation:** Employees employed over 1500 hours per year shall accrue vacation as listed below.

**YEARS OF EMPLOYMENT**

Hours Worked/Year	1-7 Years	8-15 Years	16-21 Years	22 Years & Over
1501 - 1600	8 days	13 days	18 days	23 days
Greater than 1600 - 1700	8.5 days	13.5 days	18.5 days	23.5 days
Greater than 1700 - 1800	9 days	14 days	19 days	24 days
Greater than 1800 - 1900	9.5 days	14.5 days	19.5 days	24.5 days
Greater than 1900 - 2000	10 days	15 days	20 days	25 days
Over 2000	11 days	16 days	21 days	26 days

The above listed vacation schedule applies to all employees hired BEFORE July 1, 2002, even if an employee accepts another position within the secretarial unit, at a different level.

**VACATION FOR NEW HIRES AFTER JULY 1, 2002**

**YEARS OF EMPLOYMENT**

Hours Worked/Year	1-7 Years	8-15 Years	16-21 Years	22 Years & Over
1501-1900	5 days	8 days	10 days	15 days
Over 1901	10 days	15 days	20 days	25 days

The above listed vacation schedule applies to all employees hired AFTER July 1, 2002.

**Section 3. Application:**

**Subd. 1. Accrual.** Vacations shall be determined as of July 1 of each year and must be used in the next 15 months. First year employees who do not complete a full year will receive a prorated amount of vacation on July 1.

**Subd. 2. Unused Vacation Time.** An employee shall be entitled to receive the prorated pay for unused vacation time provided such employee provides the school district with a least two (2) weeks advance notice of resignation.

**Subd. 3. Approval.** The scheduling of all vacation time shall be approved by the school district.

**Subd. 4. Definitions:** One day of vacation shall be an employee's normal work day (i.e. 7 hours worked per day equals one (1) 7 hour vacation day). Hours worked shall be calculated by taking the number of pay units and include holiday, sick leave and prior year vacation time.

**Subd. 5. Use of Vacation.** Vacation may be taken in the year it is being earned on approval of the Director of Business Affairs but in no event shall the amount taken exceed the amount earned.

**Section 4. Incentives:** Employees employed two (2) or more full years by July 1, who do not use sick leave or personal leave for any period of six (6) continuous months, will be eligible for one (1) additional prorated vacation day. Calculation will take place every July 1 and the additional vacation day must be scheduled subject to the approval of the Director of Business Affairs.

**Section 5. Years of Service Credit:** Effective July 1, 1994, an employee employed in another unit who is transferring into the office personnel unit and has been employed with the District for five (5) full, complete years and is currently working four (4) or more hours per regular day, shall be granted four (4) years of credit for vacation purposes. All other provisions of this Article shall supersede in importance of this clause.

**Section 6. Vacation Day for <1,500 Hour Employees:** After ten (10) or more years of continuous employment in the office unit, employees working 1,500 hours or less per year will be granted one

vacation day. The holiday pay will be based on the number of hours worked in a normal work day.

## **ARTICLE XII VACANCIES**

**Section 1: Positing Requirement:** New positions or vacancies of more than 30 days duration will be posted for five working (5) days. Time frames may be adjusted and waived in writing as mutually agreed. Applications should be directed to the appropriate person as stated in the posting. The District shall consider all applicants based upon their qualifications and aptitude for the position along with other relevant factors.

## **ARTICLE XIII SEVERANCE PAY**

**Section 1. Severance Plan:** Office personnel must be continuously employed by the district 15 years and be 55 years or older in order to qualify for severance benefits.

**Subd. 1. Eligibility.** This article shall apply only to office personnel employed over 1201 hours per year.

**Subd. 2. Calculation.** An office employee shall be eligible to receive as severance pay the amount obtained by multiplying 80% of the unused number of sick leave days, times the daily rate of pay. This amount shall not exceed \$15,000.

**Subd. 3. Hours Worked/Hourly Rate Used in Calculation.** In applying these provisions, an office employee's daily rate of pay shall be the basic daily rate at the time of retirement. A day shall be equivalent to the number of hours per day that the employee is regularly employed at the time of retirement.

**Subd. 54. 401(a) Severance Payments.** All severance payments of eligible participants will be placed in the National Insurance Post Retirement Health VEBA Account. Severance shall be paid in one lump sum on January 15 following retirement.

### **Section 2. Eligibility for Insurance at Retirement.**

**Subd. 1. Health Insurance:** Employees who meet the severance eligibility criteria in Section 1. and are enrolled in the district group health and hospitalization plan prior to retirement may elect to continue participation in the plan, at the employee's expense, until the employee reaches the age of Medicare eligibility.

Employees who retire and do not meet the severance eligibility criteria in Section 1. and are enrolled in the district group health and hospitalization plan prior to retirement may elect to continue participation in the plan, at the employee's expense, until the employee reaches the age of Medicare eligibility if they are receiving a disability benefit or an annuity from a MN public pension plan as outlined in Minnesota Statute § 471.61.

**Subd. 1. Dental Insurance:** Employees who meet the severance eligibility criteria in Section 1. and are enrolled in the district dental insurance plan prior to retirement may elect to continue participation in the plan, at the employee's expense, until the employee reaches the age of Medicare eligibility.

Employees who retire and do not meet the severance eligibility criteria in Section 1. and are enrolled in the dental insurance plan prior to retirement may elect to continue participation in the plan, at the employee's expense, until the employee reaches the age of Medicare eligibility if they are receiving a disability benefit or an annuity from a MN public pension plan as outlined

in Minnesota Statute § 471.61.

**Section 3. Severance Incentive:** In addition to the above, in Section 1, Subdivision 2, for those employees who meet the severance eligibility in Section 1 and have accumulation of 120 days sick leave on July 1 of any year, the district will pay .25 an hour for hours worked the prior year (July 1 – June 30) towards post retirement health benefits when the employee retires.

## **ARTICLE XIV SENIORITY**

**Section 1. Policy:** A policy of seniority shall be formulated that will give employees with longer periods of service and proper qualifications an opportunity for promotion.

**Section 2. Seniority List:** There shall be a seniority list established which shall be based on the employee's first date of service to the school district. This list shall be revised yearly and displayed on a bulletin board in each building no later than November 1 of each year.

**Section 3: Seniority:** Seniority shall be only from within the Office Personnel bargaining unit.

**Section 4. Seniority Date:** Employees shall acquire seniority upon completion of the probationary period as defined in this agreement, and upon acquiring seniority, the employee's seniority date shall relate back to their first date of service to the school district in a position governed by this agreement. If more than one employee commences work on the same date, and the need arises to determine seniority ranking, a random drawing of names shall take place in the presence of the district designee(s), affected employees, and the union steward(s).

**Section 5. Notice of Layoff:** In the event of a lay-off, the School District shall notify the union and affected employee(s) at the earliest opportunity.

**Section 6. Layoff Process:** In the event of a layoff, the District agrees to meet and confer with the exclusive representative to discuss recommendations prior to carrying out the layoff process. A layoff will be defined as discontinuance or reduction of position due to: loss of federal or state funding, lack of pupils, deficit in budget projections, change of program, and change in responsibilities.

A qualified employee shall hold recall rights for a period of nine (9) months following the date of layoff for their level at the time of layoff. Laid off employee will be notified of job posting by mail.

## **ARTICLE XV DISCIPLINE DISCHARGE AND PROBATIONARY PERIOD**

**Section 1. Probationary Period:** An employee under the provisions of this Agreement shall serve a probationary period of six (6) months of continuous service in the school district during which time the school district shall have the unqualified right to suspend without pay, discharge or otherwise discipline such employee; and during this probationary period, the employee shall have no recourse to the grievance procedure, insofar as suspension, discharge or other discipline is concerned. However, a probationary employee shall have the right to bring a grievance on any other provision of the contract alleged to have been violated.

**Section 2. Probationary Period; Change of Classification:** In addition to the initial probationary period an employee transferred or promoted to a different classification shall serve a new probationary

period of three (3) work months in any such new classification. During this three (3) month probationary period, if it is determined by the school district that the employee's performance in the new classification is unsatisfactory, the school district shall have the right to reassign the employee to her/his former classification.

**Section 3. Completion of Probationary Period:** An employee who has completed the probationary period may be suspended without pay or discharged only for cause. An employee who has completed the probationary period and is suspended without pay or discharged shall have access to the grievance procedure.

**Section 4. Transfers-Yearly and Monthly Schedules, Vacancies, Etc.:** The Board of Education reserves the right to make employee transfers between positions and/or buildings. It also reserves the right to make yearly or monthly schedule changes (i.e., reducing hours or adding hours). Some examples of reasons for schedule changes are: declining enrollment, budget deficit, grade level or building enrollment changes, department level changes or unique characteristics of a new or vacant position. This section shall not be subject to the grievance procedure.

**Section 5. Employment and Level Changes:** The Board of Education reserves the right to establish responsibility levels for positions and to place employees at steps higher than the 1st step. The nature of the position, employee experience, recent training and number of qualified applicants will be used to establish levels and rates. This section shall not be subject to the grievance procedure.

**Section 6. Automatic Resignation:** Once an annual start date is established, and an employee does not report their absence for three consecutive days, the absence will be considered a resignation. Such employee will forfeit all accrued benefits except any salary due.

## **ARTICLE XVI GRIEVANCE PROCEDURE**

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

**Section 2. Representative:** The employee, administrator, or school board may be represented during any step of the procedure by any person or agent designated by such party to act in his behalf.

**Section 3. Definitions and Interpretation:**

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

**Subd. 2. Days:** Reference to days regarding time periods in this procedure shall refer to working days. A working day is defined as all weekdays not designated as holidays by state law.

**Subd. 3. Computation of Time:** In computing any period of time prescribed or allowed by 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 also computed shall be counted, unless it is a Saturday, a Sunday, or a legal holiday, in which event the period runs until the end of the next day which is not a Saturday, a Sunday or a legal holiday.

**Subd. 4. Filing and Postmark:** The filing or service of any notice or document herein shall be

timely if it is personally served or if it bears a certified postmark of the United States Postal Service within the time period.

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

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

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

**Subd. 2. Level II:** In the event the grievance is not resolved in Level I, the decision rendered may be appealed to the superintendent of schools, provided such appeal is made in writing within five days after receipt of the appeal. Within ten days after the meeting, the superintendent or his designee shall issue a decision in writing to the parties involved.

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

**Section 6. School Board Review:** The school board reserves the right to review any decision issued under Level I or Level II of this procedure provided the school board or its representative notify the parties of its intention to review within ten days after the decision has been rendered. In the event the school board reviews a grievance under this section, the school board reserves the right to reverse or modify such decision.

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

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

**Subd. 1. Request:** A request to submit a grievance to arbitration must be in writing signed by the aggrieved party, and such request must be filed in the office of the superintendent and the State Bureau of Mediation Services (BMS) within ten days following the decision in Level III of the grievance procedure.

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

appeal provisions.

**Subd. 3. Selection of Arbitrator:** Upon receipt of a list of arbitrators from the BMS the parties shall, within twenty (20) 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 appoint an arbitrator, pursuant to PELRA, providing such request is made within twenty days of failure to select an arbitrator. The request shall ask that the appointment be made within thirty 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.

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

**Subd. 5. Decision:** The decision by the arbitrator shall be rendered within thirty days after the close of the hearing. Decisions by the arbitrator in cases properly before him shall be final and binding upon the parties, subject, however, to the limitations of arbitration decisions are provided by in the PELRA.

**Subd. 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 the hearing at the request of either party. The parties shall share equally fees and expenses of the arbitrator, the cost of the transcript or recording if requested by either or both parties, and any other expenses which the parties mutually agree are necessary for the conduct of the arbitrator.

**Subd. 7. 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, the organizational structure, and selection and direction and number of personnel.

In considering any issue in dispute, in its order the arbitrator shall give due consideration to the statutory rights and obligations of the public school boards to efficiently manage and conduct its operation within the legal limitations surrounding the financing of such operations.

## **ARTICLE XVII PUBLIC OBLIGATION**

**Section 1. No Strike:** The parties recognize that their first obligation during the term of this Agreement is to see that the students of the district receive a continuous and uninterrupted delivery of instructional services. Accordingly, the exclusive representative agrees that during the term of this Agreement, neither it nor any of its members shall engage in any strike, either on behalf of the exclusive representative or in support of a strike of any other group of district employees.

## **ARTICLE XVIII DURATION**

**Section 1. Term and Reopening Negotiations:** This Agreement shall remain in full force and effect for a period commencing on July 1, 2008 through June 30, 2010, and thereafter until modifications are made pursuant to the P.E.L.R.A. If either party desires to modify or amend this Agreement commencing at its expiration, it shall give written notice of such intent no later than 90 days prior to said expiration. Unless otherwise mutually agreed, the parties shall not commence negotiations more than 90 days prior to the expiration of this Agreement.

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

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

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

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

SEIU, LOCAL 284 AFL-CIO  
S. St. Paul, MN 55075

INDEPENDENT SCHOOL DISTRICT 877  
Buffalo, MN 55313

*Leif Grina*  
Chief Negotiator

*Patti Pohorney*  
Chairperson

*Kim Goetz*  
Steward

*Susan Lee*  
Clerk

*Kathy Quady*  
Steward

*Morreen Martell*  
Chief Board Negotiator

Dated the 15th day of December, 2008

Dated the 22nd day of September, 2008

## **SCHEDULE A**

### **WAGES**

#### Section 1. Classification Schedules:

##### LEVEL I:

Secretary/Receptionist  
ECFE Secretary  
Opening Doors Secretary  
Community Education Secretary

##### LEVEL II:

Accounts Payable Assistant  
Activities Director Secretary  
School Secretary/Accounts Payable  
Building & Grounds Secretary  
Print Shop Operator  
Community Education Records Secretary  
Special Education Secretary  
Counselors Secretary  
Food Service Secretary

##### LEVEL III:

Accounts Payable  
Community Education Director Secretary  
Curriculum Director Secretary  
Head Building Secretary  
Special Education Director Secretary  
Scheduling Assistants

**SCHEDULE "A" cont.**

Section 2. Salary Schedule:

**2008-2009**

Level	1	2	3	4
I	13.60	14.60	15.65	16.65
II	14.85	15.85	16.90	17.90
III	16.20	17.20	18.25	19.25

Longevity Pay: Employees shall receive additional compensation over and above their hourly rate of pay as listed below. Longevity pay will be effective on July 1<sup>st</sup> each year.

	<u>2008-09</u>
After 7 years of continuous service in this bargaining unit	\$.30
After 14 years of continuous service in this bargaining unit	\$.45
After 20 years of continuous service in this bargaining unit	\$.65

**2009-2010**

Level	1	2	3	4
I	13.90	14.90	16.05	17.05
II	15.15	16.15	17.30	18.30
III	16.50	17.50	18.65	19.65

Longevity Pay: Employees shall receive additional compensation over and above their hourly rate of pay as listed below. Longevity pay will be effective on July 1<sup>st</sup> each year.

	<u>2009-10</u>
After 7 years of continuous service in this bargaining unit	\$.50
After 14 years of continuous service in this bargaining unit	\$.65
After 20 years of continuous service in this bargaining unit	\$.85

Section 3. An employee shall move on the salary schedule only on July 1. Those employed before April 1, shall move on the next step. Those employed after April 1, shall not move on the schedule until the following year.

Section 4. Those employees required to perform district services after the hours of 7:00 p.m. will receive an additional \$25.00 per month for that month.

**SCHEDULE B**

	<u>2008-2009</u>	<u>2009-2010</u>
HEALTH INSURANCE		
Individual	\$ 5,842 per year	\$ 6,342 per year
Dependent	\$ 8,830 per year	\$ 9,758 per year*
*Or an amount not to exceed 55.00% of the premium, whichever is the lesser amount		
LIFE INSURANCE	\$108 per year	\$108 per year
INCOME PROTECTION	\$ .49 per \$100 of salary	\$ .49 per \$100 of salary
DENTAL INSURANCE	\$ 875 per year	\$ 875 per year