

Master Agreement

For the

2013-2015

School Years

Between

Independent School District No. 721

And

Clerical Association

New Prague, Minnesota

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2013-2015

MASTER AGREEMENT - CLERICAL ASSOCIATION

INDEPENDENT SCHOOL DISTRICT NO 721

NEW PRAGUE, MINNESOTA 56071

ARTICLE I

PURPOSE

Section 1. Parties: THIS AGREEMENT, entered into between the School District of Independent School District No. 721, New Prague, Minnesota, hereinafter referred to as the School District, and New Prague Area Schools Clerical Association, hereinafter referred to as the exclusive representative, pursuant to and in compliance with the Public Employment Labor Relations Act of 1971 as amended (hereinafter: the PELRA) to provide the terms and conditions of employment for clerical workers during the duration of this Agreement.

ARTICLE II

RECOGNITION OF EXCLUSIVE REPRESENTATIVE

Section 1. Recognition: In accordance with the PELRA, the School District recognizes NPAS Clerical Association, as the exclusive representative for the clerical employees employed by the School District of Independent School District No. 721, which exclusive representative shall have those rights and duties as prescribed by the PELRA and as described in the provisions of the 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 PELRA and in certification by the Director of Mediation Services, if any.

Section 3. Fair Share Fee: In accordance with PELRA, as amended, any employee included in the appropriate unit who is not a member of the exclusive representative may be required by the exclusive representative to contribute a fair share fee for services rendered as exclusive representative. The fair share fee for any employee shall be in a amount equal to the regular membership dues of the exclusive representative, less the cost of benefits financed through the

dues and available only to members of the exclusive membership dues. But in no event shall the fee exceed eighty-five (85)% of the regular membership dues. The exclusive representative shall provide written notice of the amount of the fair share fee assessment to the director, the school district, and to each employee to be assessed the fair share fee. Any fair share challenge shall not be subject to the grievance procedure.

ARTICLE III

DEFINITIONS

Section 1. Terms and Conditions of Employment: Shall mean the hours of employment, the compensation therefore including fringe benefits, and the employer's personnel policies affecting the working conditions of the employees.

Section 2. Description of Appropriate Unit: For purposes of this Agreement, the term 'clerical worker' or 'employee' shall be defined according to the unit certification in BMS Case Number 10-PRE-1272.

Section 3. Other Terms: Terms not defined in this Agreement shall have those meanings as defined by the PELRA.

ARTICLE IV

SCHOOL DISTRICT RIGHTS

Section 1. Inherent Managerial Rights: The exclusive representative recognized 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 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 District to efficiently manage and conduct the operation of the school district within its legal limitations and with its primary obligations to provide educational opportunity for the students of the school district.

Section 3. Effect of Laws, Rules and Regulations: The exclusive representative recognizes that all employees covered by this Agreement shall perform the services and duties prescribed by

the School District and shall be governed by the laws of the State of Minnesota, and by School District 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 District and its duly designated officials to set forth rules, regulations, directives and orders from time to time as deemed necessary by the School District insofar as such rules, regulations, directives and orders are not inconsistent with the terms of the Agreement and recognizes that the School District, all employees covered by this Agreement and all provisions of this Agreement are subject to the laws of the State. Any provisions of this Agreement found to be in violation of any such laws, rules, regulations, directives or orders shall be null and void and without force and effect.

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

ARTICLE V

EMPLOYEE RIGHTS

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

Section 2. Right to Join: Employees have the right to form and join labor or employee organizations, and shall have the right not to form and join such organizations. Employees in an appropriate unit shall have the right by secret ballot to designate an exclusive representative for the purpose of negotiating grievance procedures and the terms and conditions of 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 organizations 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 pursuant to the PELRA. 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. Deductions may be terminated by the employee by giving thirty (30) days written notice to the School District business office to stop deductions.

Section 4. Layoff:

Subd. 1. The parties recognize the principle of seniority in the event of layoffs, provided the employee is fully qualified to perform the duties and responsibilities of the position to which the employee would be assigned.

- a) **Staff Reduction:** In the event that a position is eliminated and/or reduced in hours, the employee has the right to bump. It is understood that said employee must be qualified to bump into a position.
- b) **Notice of Layoff:** An employee whose position is to be reduced or eliminated will be notified in writing with a copy to the Association President(s).
- c) **Recall from Layoff:** If an employee is to be recalled after layoff, the district will send written communication of a registered letter, receipt requested to the employee's address on file with the district notifying the employee of the recall, with a copy to the Association President(s). It is the employee's responsibility, while on layoff, to ensure that the district has accurate contact information for the employee. An employee may notify the district in writing in advance of dates when the employee will not be able to receive mail at the employee's address on file, (i.e., the employee is on vacation, at a forwarding address, out of town, etc.) If the employee will be unavailable, as stated above, and the employee provides the district with an alternate contact method, the district will use the alternate contact method to notify the employee of the recall if one arises. The notice of recall will specify by when the employee must accept the recall in order to retain continued employment. The period offered for consideration will be no less than three (3) calendar days. The three (3) calendar days for consideration shall commence when the district provides the alternate notice. If the employee cannot be contacted for a period of time, the district

will hold the position for the employee's consideration for one (1) calendar week. If the employee does not respond to the notice of recall within the specified time, or if the employee declines the recall, the employee's employment will be terminated and the employee will have no further rights to recall. If the employee accepts the recall, the employee will not be expected to return to work in less than fourteen (14) calendar days after acceptance, unless the district and the employee mutually agree to an earlier return to work date.

Subd. 2. The first day of actual service in this bargaining unit on a continuing basis shall be the seniority date for each employee. An employee is eligible to bump a less senior employee if the employee's position has been: a) eliminated; b) reduced by more than two (2) hours per day (or equivalent); or c) reduced from a level of benefits eligibility to a level that is not eligible for benefits.

Subd. 3. **Bumping:** An eligible employee may displace a less senior employee in the same or a lower paid classification (subject to the provisions of Subd. 1) but not a higher paid classification. An eligible employee may displace another employee who holds the same number of hours as the eligible employee, or a lower number of hours, but not a greater number of hours. An eligible employee may displace another employee who is assigned to the same duration of work year as the eligible employee, or a shorter work year, but not a longer work year. Position will not be offered until affected administrators involved have done a thorough evaluation of each employee's qualifications.

Subd. 4. If employees have equal seniority, the school district may, in its discretion, based upon administrative evaluation of performance and ability, select which one of such employees will be laid off first.

Subd. 5. Laid off employees shall retain accumulated seniority and the right to be recalled in seniority order to a vacant position within the same or lower paid classification (subject to Subd. 1 above) for a period of sixteen (16) months. Layoffs shall not be considered a break in continuous service.

Subd. 6. The school district shall publish a seniority list for this bargaining association annually, by November 15. It shall thereupon post such list in an official place in each school building of the district.

Subd. 7. Any person whose name appears on such list and who may disagree with the findings of the School District and the order of seniority in said list shall have twenty (20) days from the date of posting to supply written documentation, proof and request for seniority change to the district office.

Section 5. Association Leave Time:

Subd. 1. The Association will notify the district of the elected and/or appointed representatives of the Association. Up to two Co-Presidents will be afforded reasonable time off without pay to conduct the duties of the Association.

Subd. 2. The employee requesting the time off for association business shall request the time via electronic Time Off at least five (5) days in advance.

Section 6. Jury Duty: A clerical employee may serve on jury duty if called. No salary deduction will be made, but the staff member is to return to the District the fee they receive for jury duty, exclusive of mileage. Documentation of jury duty should be via electronic Time Off.

Section 7. Termination: Two (2) weeks notice of termination or lay off of work will be minimum notice given on the part of both the employee and the employer.

ARTICLE VI

RATES OF PAY

Section 1. Rates of Pay: The wages and salaries reflected in Appendix A, attached hereto, shall be a part of the Agreement for the period commencing July 1, 2013 to June 30, 2015.

Section 2. Right to Withhold Salary Increase: The School District reserves the right to withhold a salary increase in individual cases as the School District shall determine, provided the employee affected shall receive notice of such action to withhold advancement on the rate progression sequence within thirty (30) days prior to the employee's scheduled increment date.

Section 3. Overtime Pay: Overtime beyond forty (40) hours per week shall be paid at the rate of one and one-half (1 1/2) times the employee's established hourly rate.

Section 4. Hiring Date: Employees moving from one classification to another shall use their original school district hiring date for purposes of determining their step increase and vacation entitlements. Experience in other bargaining units of the district will transfer toward step increase, longevity and vacation entitlements to a maximum of five (5) years.

Section 5. Deferred Compensation Plan:

Subd. 1. All employees in this bargaining unit are eligible to participate in the School District’s deferred compensation plan beginning with the employee’s beginning of permanent employment.

Subd. 2. Employees who have completed at least three (3) years of full-time service with the school district shall be eligible to receive a matching contribution to the employee’s deferred compensation plan.

Subd.3. The district will match the eligible employee’s annual contributions based upon the employee’s completed years of service. The district shall contribute annually an amount equal to the amount contributed by the employee up to the maximum contribution listed in this Section.

| <i>Years of Service</i> | <i>Maximum Match</i> |
|-------------------------|----------------------|
| 0-3 | \$0 |
| 4-9 | \$200 |
| 10-15 | \$400 |
| 16-21 | \$800 |
| 22-or more | \$1000 |

Subd. 4. The maximum career matching contribution by District #721 shall be \$15,000.

Subd. 5. A salary reduction authorization agreement must be completed by September 1 for the employee to initiate or change contributions in the 403B matching contributions plan for that school year. In the event that a contract has not been ratified by the beginning of the school year, the employee will have one month after ratification to initiate or make changes to their matching plan.

Subd. 6. Employees on unpaid leave may not participate in the deferred compensation plan while on leave.

ARTICLE VII

GROUP INSURANCE

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

Section 2. Health and Hospitalization Insurance: For all full-time secretaries employed by the school district, the School District shall contribute up to \$10,176 for the 2013-14 contract year and \$10,685 for the 2014-2015 contract year to the New Prague Schools ISD #721 Health Care Plan to be used for premium payment. All employees shall be enrolled in a minimum of a single plan. Anyone not using the full contribution for premium expense will receive up to \$1,300 of the excess contribution as additional salary. Full-time employees, for the purpose of insurance benefits shall be defined as any clerical employee working more than twenty (20) hours per week. Excess premiums are deducted from the employee's paycheck, spread evenly over the remaining paychecks.

Section 3: Dental Insurance: All insurance-eligible employees shall have the option of enrolling in the district's individual or family dental insurance plan. For employees who have elected to enroll, the School District shall contribute up to \$400.00 per year toward the cost of the single or family dental insurance premium for any employee who qualifies for and is enrolled in the District's dental insurance plan.

Section 4. Life Insurance: \$50,000 Life and \$50,000 Accidental Death and Dismemberment Insurance will be provided for all full-time employees. The School District shall pay the full premium.

Section 5. Long Term Disability: The school district shall provide and pay the cost of long term disability insurance coverage for members of this unit. This insurance coverage shall provide a benefit of two-thirds (2/3) of the base monthly salary with a waiting period of no more than sixty (60) days. Benefits shall continue, pursuant to the terms and conditions of the policy.

Section 6. Duration of Insurance Contribution: An employee is eligible for board contributions as provided in this Article as long as the employee is actively employed by the school district or on approved paid leave of absence. If an employee is on unpaid leave of absence, or upon termination of employment, all board participation and contribution shall cease, effective on the last working day (except as required by State or Federal law).

Section 7. Continued Insurance Participation: An employee may, upon retirement from the district, continue to be in the group health insurance plan with the same coverage as the active employees as provided by Minnesota Statute. The premium will be paid by the employee.

ARTICLE VIII
PROBATION AND DISCHARGE

Section 1. Probation: All new clerical employees shall be on probation for a period of ninety (90) days on which the employee performs work. After that, if retained, they become regular employees of the district and are entitled to the privileges thereof.

Section 2. Discipline:

Subd. 1. The school district will discipline employees who have completed the required probationary period only for just cause.

Subd. 2. Gross misconduct shall constitute cause for disciplinary suspension and discharge. Gross misconduct shall include, but not be limited to, theft, intentional or negligent destruction of school district property, pilfering or the unauthorized taking or appropriation of property, an assault or threat made against other persons, disobedience of or failure to obey a lawful order given by a person authorized by the school district to give such orders, substandard work performance, at work under the influence of an intoxicant or other chemical not prescribed for the employee by a duly licensed physician, commission of a crime, excessive absenteeism or tardiness, repetition of less offenses. This listing is illustrative only and is not intended to be all inclusive.

Subd. 3. A disciplinary action imposed upon an employee who has completed the required probationary period may be processed through the grievance procedure contained in Article XI herein, including arbitration.

Subd. 4. A disciplinary action imposed upon an employee who has not completed the required probationary period may be processed through Level II of the grievance procedure but such grievances shall not be subject to the arbitration provisions of Article XI herein.

ARTICLE IX
LEAVES OF ABSENCE

Section 1. Sick Leave:

Subd. 1. Clerical employees will be allowed fifteen (15) days of sick leave per year for twelve (12) month employees. Unused sick leave may accumulate to a maximum of one hundred sixty

(160) days. Sick leave shall accrue for days when employees are on paid leave. Sick leave shall not accrue when employees are absent but are not on paid leave.

Subd. 2. Clerical employees who work less than twelve (12) months shall have their sick leave prorated. Unused sick leave may accumulate to a maximum of one hundred forty (140) days. Sick leave shall accrue for days when employees are on paid leave. Sick leave shall not accrue when employees are absent but are not on paid leave.

Subd. 3. The School District may require an employee to furnish a medical certificate from the school health officer or from a qualified physician as evidence of illness, indicating such absence was due to illness, in order to qualify for sick leave pay. However, the final determination as to the eligibility of an employee for sick leave is reserved to the School District.

Subd. 4. Sick leave with pay shall be allowed by the School District whenever a clerical employees' absence is found to have been due to illness which prevented his/her attendance and performance of duties on that day or days. Documentation of such leave shall be made via electronic Time Off system. Sick leave with pay shall be allowed by the School District whenever an employee's absence is found to have been due to illness of an employee's child. Sick leave for the care of other relatives (adult child, spouse, sibling, parent, stepparent or grandparent) will adhere to Minnesota Statute 181.9413 up to a maximum of 160 hours during a school year. Additional days can be granted at the discretion of the District Administration.

Section 2. Bereavement Leave: Employees may be granted bereavement leave of up to five (5) days with pay (at the discretion of the administration), per occurrence, for a death in the employee's immediate family. The immediate family shall include husband, wife, father, mother, son, daughter, brother, sister, grandparents, grandchildren, aunt, uncle and corresponding in-laws. The Superintendent may grant additional days of bereavement leave. Employees may be granted two (2) days for non-family members or others living in their household with pay at the discretion of the administration. Approval of such leave shall be made via electronic Time Off system.

Section 3. Worker's Compensation:

Subd. 1. Upon the request of an employee who is absent from work as a result of a compensable injury under the provisions of the Workers' Compensation Act, the school district will pay the difference between the compensation received pursuant to the Workers' Compensation Act by the

employee and the employee's regular rate of pay to the extent of the employee's earned accrual of sick leave and/or vacation pay.

Subd. 2. Such payment shall be paid by the school district to the employee only during the period of disability.

Subd. 3. In no event shall the additional compensation paid to the employee by virtue of sick leave or vacation pay result in the payment of a total daily, weekly, or monthly compensation that exceeds the normal compensation of the employee.

Subd. 4. An employee who is absent from work as a result of an injury compensable under the Workers' Compensation Act who elect to receive sick leave or vacation pay pursuant to this policy shall submit his workers' compensation check, endorsed to the school district, prior to receiving payment from the school district for his absence.

Section 4. Child Care Leave:

Subd. 1. A child care leave of up to twelve (12) months may be granted by the School District subject to the provisions of this section. Child care may be granted because of the need to prepare and provide parental care for a child or children of the employee, including adoptions, for an extended period of time.

Subd. 2. An employee making application for child care leave shall inform the superintendent or designee in writing of intention to take the leave at least three (3) calendar months before commencement of the intended leave. At the time the employee applies for the leave, he or she shall indicate the beginning and ending dates of the leave. A pregnant employee will also provide, at the time of the leave application, a statement from her physician indicating the expected date of delivery.

Subd. 3. The School District may adjust the proposed beginning and ending date of a child care 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 a grading period, end of the school year, or the like.

Subd. 4. In making a determination concerning the commencement and duration of a child care leave, the School District shall not, in any event, be required to:

- a) Grant any leave more than twelve (12) months in duration.

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

Subd. 5. An employee returning from child care leave be re-employed in a position for which he or she is qualified unless previously discharged or laid off.

Subd. 6. Failure of the employee to return pursuant to the date determined under this section shall constitute grounds for termination unless the School District and the employee mutually agree to an extension in the leave.

Subd. 7. An employee who returns from child care leave within the provisions of this section shall retain all seniority credit for pay purposes and any unused leave time accumulated under the provisions of this Agreement at the commencement of the beginning of the leave. The employee shall not accrue additional seniority for pay purposes or leave time during the period of absence for child care leave.

Subd. 8. Leave under this section shall be without pay, fringe benefits, or sick leave. Child care leave runs concurrently with FMLA and other leaves.

Section 5. Part-time Employees: Part-time secretarial or clerical employees will be entitled to leave prorated on the basis of hours worked per day compared to a full eight (8) hour work day.

Section 6. Medical Leave:

Subd. 1. An employee who has completed their 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 six (6) months. This leave may be renewed at the discretion of the school district.

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

Section 7. Leave of Absence Without Pay:

Subd. 1. An employee is eligible for a leave of absence without pay for a period of twelve (12) weeks, without loss of seniority or benefits, for the purpose of caring for a spouse, child, or parent during an extended illness. Employees who have had seven (7) years of continuous employment in the district may be granted at the discretion of the Superintendent, with School

Board approval, up to one (1) year leave without pay for other purposes without loss of seniority. Group insurance premiums will be paid by the employee while on a leave of absence granted by the district.

Subd. 2. Leave under this section shall not affect the employee's seniority date. However, if the leave is renewed and exceeds twelve (12) months, the employee's seniority date shall be adjusted forward for the length of time the leave exceeds twelve (12) months. Example: an employee's seniority date is 9/1/06 and they are on an approved leave for eighteen (18) months, their new seniority date would be 3/1/07.

Section 8. Insurance Application:

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

Section 9. Attendance Incentive : An employee who has completed at least three years of service with the School District and who is absent from work for any reason (other than vacation usage or bereavement leave) for no more than two (2) work days during a fiscal year (July 1 through June 30) shall, on or about July 31 of the following year, have an amount of \$300 contributed into the employee's Post-Retirement Health Care Savings Plan.

ARTICLE X

HOURS OF SERVICE

Section 1. Work Assignments: Work assignments will be made by the building/program administrator and/or superintendent.

Section 2. Work Hours: The regular work week for clerical employees may consist of up to forty (40) hours excluding a duty free lunch period of thirty (30) minutes daily.

Section 3. Daily Schedule: The individual daily time schedule will be arranged by the building/program administrator and/or superintendent for the best operation of the school building.

Section 4. Special Events: As part of their job, the clerical workers will be expected to assist at special school events such as open house, evening programs and commencement, at the agreed salary schedule.

Section 5. Holidays:

Subd. 1. There will be eleven (11) paid holidays per year for twelve (12) month employees to coincide with the school calendar as adopted by the School Board. There will be ten (10) paid holidays per year for less than twelve (12) month employees. Employees shall be paid for holidays that fall between the starting and ending dates of their work year as determined by the District.

| <u>12 month</u> | <u>Less than twelve (12) month</u> |
|---------------------------|------------------------------------|
| New Year’s Day | New Year's Day |
| New Year's Eve Day | New Year's Eve Day |
| Presidents Day | Presidents Day |
| Good Friday | Good Friday |
| Memorial Day | Memorial Day |
| Independence Day | Labor Day |
| Labor Day | Thanksgiving Day |
| Thanksgiving Day | Friday After Thanksgiving |
| Friday After Thanksgiving | Christmas Eve Day |
| Christmas Eve Day | Christmas Day |
| Christmas Day | |

Subd. 2: When a holiday falls on Saturday or Sunday, that day shall be considered a holiday for the employees of the District and the holiday will be observed on a day established by the school district.

Section 6. Vacations:

Subd. 1. The days of vacation to which an employee will be entitled will be computed with July 1 as the anniversary.

Subd. 2. The probation period shall not count towards vacation days if employment is terminated at the end of the probation period.

Subd. 3. Clerical employees shall earn vacation days according to the following schedule:

- Upon employment = 13 days
- After 7 years = 18 days
- After 10 years = 23 days

After 15 years = 28 days

Employees working less than twelve (12) months shall have vacation days prorated. If an employee terminates service with the school district prior to using the earned vacation days, the district will pay the employee for their unused vacation days at their regular rate of pay.

Subd. 4. Vacations shall be taken when school is not in session, except when arrangements are made in advance with the building/program administrator. Vacation has to be used within twelve (12) months after earned. Approval of such leave shall be made via electronic Time Off system.

Section 7. School Closing: In the event that school is closed and students are not in session for any reason and the employees are not required to perform services, the employees' compensation shall be reduced accordingly. When a school facility is closed after the employee has reported to work, notification as to when the employees may leave will come from the District Office. If they are permitted to go home before the end of the work day, employees shall be paid for all of their scheduled work hours that day even though they may not be required to work their entire shift.

Section 8. Personal Days: Clerical employees with less than 11 years of service shall earn two (2) personal days per year non-accumulative, to be used at the employee's discretion. Approval of such leave shall be made via electronic Time Off system.

ARTICLE XI

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 of employment insofar as such matters are contained in this Agreement.

Section 2. Representative: The employee, administrator, 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 behalf.

Section 3. Definitions and Interpretations:

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 week days 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 so computed shall be counted, unless it is a Saturday, or 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 bears a dated postmark of the United States mail within the time period.

Section 4. Time Limitations 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 five (5) 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.

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:

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 (10) 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 (5) days after receipt of the decision in Level I. If a grievance is properly appealed to the superintendent, the superintendent or his 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 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 District, provided such appeal is made in writing within five (5) days after receipt of the decision in Level II. If a grievance is properly appealed to the School District, the School District shall set a time to hear the grievance within fifteen (15) days after receipt of the appeal. Within ten (10) days after the meeting the School District shall issue its decision in writing to the parties involved. At the option of the School District, 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 District. The School District shall then render its decision.

Section 6. School District Review: The School District reserves the right to review any decision issued under Level I or Level II of this procedure provided the School District or its representative notify the parties of its intention to review within ten (10) days after the decision has been rendered. In the event the School District reviews a grievance under this section, the School District reserves the right to reserve or modify such decision.

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.

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

Subd. 1. Request: A request to submit a grievance to arbitration must be in writing signed by the aggrieved party and such request must be filed in the office of the superintendent within five (5) days following the decision in Level III of the grievance procedure.

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

Subd. 3. Selection of Arbitrator: Upon the proper submission of a grievance under the terms of this procedure, the parties shall, within ten (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 State Bureau of Mediation Services (BMS) to appoint an arbitrator, pursuant to PELRA, providing such request is made within ten (10) days after request for arbitration. The

request shall ask that the appointment be made within fifteen (15) days after the receipt of said request. Failure to agree upon an arbitrator from the BMS within the time periods provided herein shall constitute a waiver of the grievance.

Subd. 4. Submission of Grievance Information:

- a) Upon appointment of the arbitrator, the appealing party shall within five (5) days after notice of appointment forward to the arbitrator, with a copy to the school board, the submission of the grievance which shall include the following:
 - (1) the issues involved
 - (2) statement of the facts
 - (3) the position of the grievant
 - (4) the written documents relating to Section 5, XII of the grievance procedure
- b) The School District may make a similar submission of information relating to the grievance either before or at the time of the hearing.

Subd. 5. Hearing: The grievance shall be heard by a single arbitrator and both parties may be represented by such person or persons as they may choose and designate, and the parties shall have the right to a hearing at which time both parties will have the opportunity to submit evidence, offer testimony, and make oral or written arguments relating to the issues before the arbitrator shall be a hearing denovo.

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 him shall be final and binding upon the parties, subject, however, to the limitations of arbitration decisions as provided by in the PELRA.

Subd. 7. Expenses: Each party shall bear its own expenses in connection with arbitration including expenses relating to the party's representative, witnesses, and any other expenses which the party incurs in connection with presenting its case in arbitration. A transcript or recording shall be made of the hearing at the request of either party. The parties shall share equally fees and expenses of the arbitrator, the cost of the transcript or recording if requested by either or both parties, and any other expenses which the parties mutually agree are necessary for the conduct of the arbitration.

Subd. 8. Jurisdiction: The arbitrator shall have jurisdiction over disputes or disagreements relating to grievance 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 organization 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 District to efficiently manage and conduct its operation within the legal limitations surrounding the financing of such operations.

ARTICLE XII

VACANCY POSTING

Section 1. Posting Procedure: Any future new position or vacancy shall be posted via online application system. Vacancy postings that are posted on a day between the last day of one school year and the first day of the successor school year shall be posted for a period of at least five (5) working days. Vacancy postings that are posted during the course of the school year shall be posted for at least 2 working days. Any open positions in August will be posted for two (2) working days.

Section 2. Filling a Position: Applications for postings will be submitted via online application system. Qualifications for various positions will be the chief determining factor. However, seniority will be taken into consideration.

ARTICLE XIII

DURATION

Section 1. Term and Reopening Negotiations: This Agreement shall remain in full force and effect for a period commencing on July 1, 2013 to June 30, 2015, and thereafter until

modifications are made pursuant to the PELRA. 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 ninety (90) days prior to said expiration. Unless otherwise mutually agreed, the parties shall not commence negotiations more than ninety (90) days prior to the expiration of this Agreement.

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

Section 3. Finality: Any matter 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 unless by mutual consent.

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

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

For: NPAS Clerical Association

For: Independent School District 721

Co-President

Chairperson

Co-President

Clerk

Chief Board Negotiator

Dated this ____ day of _____, 2014

Dated this ____ day of _____, 2014

APPENDIX A

Job Classifications and Salary Schedules

2013-2015 Schedule

All employees hired before 8/10/11 will receive an increase of \$0.65 per hour for the 2013-2014 and an increase of \$0.65 per hour for the 2014-2015 contract year.

Employees hired between 8/10/11 - 2/27/12:

| | <u>Office Assistant</u> | <u>Executive Assistant</u> |
|--------|-------------------------|----------------------------|
| Step 1 | \$ 12.55 | \$ 15.81 |
| Step 2 | \$ 13.72 | \$ 16.86 |
| Step 3 | \$ 15.02 | \$ 18.16 |
| Step 4 | \$ 15.51 | \$ 18.56 |

Entry Level Starting Salary

2013-2015

Employees hired after 2/27/12:

| Job Title | 2013-2014 | 2014-2015 |
|---------------------|-----------|-----------|
| Office Assistant | \$14.00 | \$15.00 |
| Executive Assistant | \$17.00 | \$18.00 |

The District reserves the right to hire a new employee on a level higher than the base salary but not less. If the District chooses to hire at a higher rate, the District will discuss with the Clerical Association prior to the offer.

Longevity:

In recognition of continuous years of employment in this bargaining unit, employees who have completed the continuous years of service indicated below will receive the longevity payment indicated below:

| | |
|-----------------|--|
| Seven (7) years | \$0.23 per hour |
| Ten (10) years | an additional \$0.22 per hour for a total of \$0.45 per hour |