

EMPLOYMENT AGREEMENT

Between

INDEPENDENT SCHOOL DISTRICT NO. 31

and

**MINNESOTA SCHOOL EMPLOYEES ASSOCIATION
For SECRETARIAL-CLERICAL & PARAPROFESSIONAL EMPLOYEES**

Bemidji, Minnesota

For the Years

Beginning July 1, 2009 through June 30, 2011

NOTE: SBR 200-20-1 dated March 31, 2010, supercedes SBR 200-20-1 dated April 9, 2008.

**SBR 200-20-1
ISD #31
March 31, 2010**

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ARTICLE I PURPOSE

Section 1. Parties: THIS AGREEMENT, entered into between the School Board of Independent School District No. 31, Bemidji, Minnesota, hereinafter referred to as the District; Minnesota School Employees Association hereinafter referred to as Exclusive Representative, pursuant to and in compliance with the Public Employment Labor Relations Act, hereinafter referred to as P.E.L.R.A., to provide the terms and conditions of employment for secretary-clerical workers and paraprofessionals, excluding the secretary to the superintendent, secretary to the assistant superintendent and secretary to the Business Director, and substitute employees during the duration of this Agreement.

ARTICLE II RECOGNITIONS OF EXCLUSIVE REPRESENTATIVE

Section 1. Recognition: In accordance, with P.E.L.R.A., the District recognizes the Minnesota School Employees Association as the Exclusive Representatives for secretary-clerical workers and paraprofessionals employed by the District, which exclusive representative, shall have those rights and duties as prescribed by P.E.L.R.A. and as 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 P.E.L.R.A. and in certification by the Director of Mediation Services, if any.

ARTICLE III DEFINITIONS

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

Section 2. Description of Appropriate Unit: For purposes of this Agreement, the term secretarial-clerical workers and paraprofessionals shall mean all persons in the appropriate unit employed by the District in such classification excluding the following: confidential employees, supervisory employees, essential employees, substitute employees and 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 or employees who hold position of a basically temporary or seasonal character for a period not in excess of 67 working days in any calendar year. Not included in the bargaining unit are public employees who are substitute employees who are employed for not more than 67 working days in a calendar year in an assignment in the same classification. The normal work week for secretaries shall be defined as forty (40) hours and the normal work week for paraprofessionals shall be defined as thirty-five (35) hours for the sole purpose of determining unit inclusion.

Section 3. Other Terms: Terms not defined in this Agreement shall have those meanings as defined by P.E.L.R.A.

Section 4. Substitute Employees: For purposes of this Agreement, the term substitute employees shall mean all persons who are employed for not more than 67 working days in a calendar year in the same assignment. "Assignment" is defined as a particular classroom, a particular student or group or students, or a particular office.

Section 5. Standard Work Day: An employee's standard work day shall be the number of hours specified in the most recent notice of assignment.

Section 6. New Hires: Upon initial employment by the District, each employee will be provided a copy of the current Master Agreement.

Section 7. Notification of Tentative Assignment: The District shall notify "school term" members of the bargaining unit by August 1st of each year of his/her tentative assignment for the next school year.

ARTICLE IV DISTRICT RIGHTS

Section 1. Inherent Managerial Rights: The Exclusive Representative recognizes that the 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 District, 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 District to efficiently manage and conduct the operation of the District within its legal limitations and with its primary obligation to provide education opportunity for the students of the 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 District insofar as such services and duties are consistent with but not limited to the terms of this contract and shall be governed by the laws of the State of Minnesota, and by District rules, regulations, directives and orders, issued by properly designated officials of the District. The Exclusive Representative also recognizes the right, obligation and duty of the District and its duly designated officials to promulgate rules, regulations, directives and orders from time to time as deemed necessary by the District insofar as such rules, regulations, directives and orders are not inconsistent with the terms of this Agreement and recognizes that the District, 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 without force and effect.

Section 4. Reservation of Managerial Rights: The foregoing enumeration of District rights and duties shall not be deemed to exclude other inherent management rights and management functions not expressly reserved herein, and all management rights and management functions not expressly delegated in the Agreement are reserved to the 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 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 by secret ballot to designate an Exclusive Representative for the purpose of negotiating grievance procedures and terms and conditions of employment for employees of such unit with the District.

Section 3. Request for Dues Checkoff: Employees shall have the right to request and be allowed dues check off for the Exclusive Representative. Upon receipt of a properly executed authorization card of the employee involved, the District will deduct in consecutive payrolls from the employee's paycheck the dues that employee has agreed to pay the Exclusive Representative. Within ten (10) days of said deductions, the District shall forward to the state office of MSEA all monies deducted. This procedure shall start September 15 and continue through May 30. In order for this to be accomplished there must be a deduction letter on file in the business office by August 15. The District will not be held responsible for late payments for circumstances beyond their control.

Section 4. Fair Share Fee: In accordance with Minnesota Statute 179A.06, Subd. 3, upon request of the Exclusive Representative, the District shall deduct a Fair Share Fee as determined by the Exclusive Representative. Upon thirty days notice in writing to the Superintendent or designee of the name of the employee and the amount of the fair share fee certified by the Exclusive Representative, the District will deduct such fair share fee from such employee's paycheck in equal deductions commencing with the first pay period at the end of said thirty days notice and continuing through May 31 of the same school year. The District will forward such fee to the Exclusive Representative within ten days of said deduction. The Exclusive Representative agrees to notify the District promptly whenever any employee no longer is subject to a fair share fee deduction. Any dispute as to the amount of such fee shall be solely between the Exclusive Representative and the employee involved. The Exclusive Representative hereby warrants and covenants that it will defend, indemnify and save the District harmless from any and all actions, suits, claims, damages, judgments and executions or other forms of liability, liquidated or unliquidated, which any person may have now or in the future arising out of or by reason of the amount of the assessment of the fair share fee specified by the Exclusive Representative agrees to provide all advance notices required by law. In the event a challenge to the fair share fee assessment is made, deductions for the fee of any challenging individual or individuals shall be held by the District in escrow until a final decision is made in accordance with the law.

Section 5. Exclusive Representative Time Off: The District shall afford reasonable time off, with salary deduction, to elected officers or representatives of the MSEA for the purpose of conducting the duties of the MSEA.

**ARTICLE VI
RATES OF PAY - WORK DAY - WORK YEAR**

Section 1. Rates of Pay:

Subd. 1. The wages and salaries reflected in Appendix B & C attached hereto, shall be a part of the Agreement for the period commencing July 1, **2009**, through to June 30, **2011**.

Subd. 2. Advancement on Wage Scale: A salary increase is not automatic and is effective only upon affirmative approval of the school board or designated administrative officer.

Step increases within each Job Level will be effective July 1st each year, an employee must have begun employment six months (January 1) prior to July 1, to advance to the next step.

Subd. 3. Mandatory Meetings, Workshops and In-Services. Employees shall be paid their regular hourly rate for attendance at any required meeting, workshop, training or in-service in accordance with this Agreement.

Subd. 4. Summer Pay. Employees who work summer school will be paid the regular hourly rate for that job level.

Subd. 5. Overtime. Time and one-half shall be paid for all hours over forty (40) hours per week. All overtime must be approved, by an administrator, superintendent or designee. A paid holiday, sick leave and vacation shall be considered hours worked for purposes of calculating overtime.

Subd. 6. Compensatory Time: In lieu of such overtime payment, a Twelve Month employee may request compensatory time for overtime worked at the rate of one and one-half hours of compensatory time for each hour of overtime worked. Compensatory time, whether earned or used, will be recorded on the employee's timesheet and payroll record.

Subd. 7. Pay Dates: At the beginning of the school year, all employees shall be provided with a copy of the payroll schedule.

Subd. 8. Longevity:

Employees who have been continuously employed for the number of years specified shall receive an additional hourly amount as indicated, over their base salary:

| <u>Years of Service</u> | <u>2009-2011</u> |
|----------------------------------|------------------|
| 5 years continuous employment - | 80¢ per hour |
| 10 years continuous employment - | 90¢ per hour |
| 15 years continuous employment - | \$1.00 per hour |
| 20 years continuous employment - | \$1.10 per hour |
| 25 years continuous employment - | \$1.20 per hour |
| 30 years continuous employment - | \$1.30 per hour |

Subd. 9. Mileage: Employees who are required to drive their personal vehicles for employment purposes will be reimbursed in accordance with District policy.

Subd. 10. Minimum Callback Pay: All employees who have completed their daily shift and have left the premises and are called back to return to work before the beginning of the next daily shift shall be termed as an emergency call-back and shall be paid at the minimum rate of two (2) hours at time and one-half (1 1/2) the employee's basic hourly rate of pay for each such call-back. Call back hours shall not be credited as "hours worked" in the calculation of total work week hours for overtime computation.

Subd. 11. Eye Glass/Contacts/Hearing Aids and Clothing Reimbursement: The District will reimburse up to \$400.00 for replacement of eye glasses, contacts or hearing aids of comparable value lost, broken or damaged when caused by student contact and reported to the supervisor at the time of the incident. The District will reimburse up to \$250.00 for replacement of clothing of comparable value that has been torn or damaged when caused by student contact and reported to the supervisor at the time of the incident.

Subd. 12. Temporary Absence: When an employee is asked, and does assume the duties of another employee due to a temporary absence or termination and if the vacant position is at a higher compensation level, such employee, will be paid at the higher level rate for each shift of four hours or more until the vacancy no longer exists. This provision will not apply to vacancies by employees on vacation or uniform shut down.

Subd. 13. Bus Monitor Premium. Any employee who works Bus Monitor Duty shall receive an additional \$3.30 per hour for **2009-2010 and 2010-2011** in addition to their regular hourly rate of pay for all hours worked or scheduled in an employees work day. This premium pay shall be paid to any employee who works as a Bus Monitor whether assigned or substituting in the position and shall be paid on any benefit leave used by an employee. All hours worked as Bus Monitor shall be added to an employees' regular workday for the purpose of calculating benefits.

Subd. 14. Early Dismissal: If school is dismissed early because of inclement weather or other emergencies and the certified instructional staff is dismissed, unit employees will also be dismissed at no loss of pay. The District may designate one secretary at each work site to remain at work and assist the building administrator. The designated secretary will be dismissed when the building administrator leaves. (The last two sentences of this subdivision will sunset on June 30, **2011**.)

Subd 15. Interpreters: Certified interpreters will receive \$2,000.00 stipend above the salary schedule for school years **2009-2010 and 2010-2011**. In order to receive this

stipend the interpreter must work at least 7 hours per day during the school term. This stipend is payable at the end of the school year.

Section 2. Employment Year: The employment year shall be from July 1 through June 30.

Subd. 1. 12 Month Employees: Twelve month employees will work a regular forty (40) hour week during their employment period. Work stations with less hours will be posted when an opening is filled or as mutually agreed between the employer and employee.

Subd. 2. School Term Employees:

A. SECRETARIAL: Secretarial employees employed for the school term will work days scheduled as "student days" in the adopted school calendar and additional days as assigned preceding and following the regular school term. Other days shall be worked as mutually agreed between District and employee or as posted when filling the position.

B. PARAPROFESSIONALS: Paraprofessional employees employed for the school term will work days scheduled as "student days" in the adopted school calendar and up to three additional days within the school term as assigned. Other days shall be worked as mutually agreed between District and employee or as posted when filling the position.

Section 3. School Term Employees, Hours of Work:

Subd. 1. Secretarial: Secretarial employees will work variable hours as specified when employed. Newly hired employees will work the number of hours as specified in the position's posting. Hours may be varied when mutually agreeable between the District and employee.

Subd. 2. Paraprofessionals: District paraprofessional employees will work variable hours as specified when employed. Newly hired employees will work the number of hours as specified in the positions' posting. Hours may be varied when mutually agreeable between the District and employee.

Section 4. Job Descriptions: Job descriptions shall be available to employees at the District Office during regular office hours.

Section 5. Library and Health Paraprofessionals:

Subd. 1. A library paraprofessional who works without direct supervision during more than half of their scheduled work hours shall be compensated at the instructional paraprofessional lane.

Subd. 2. Paraprofessionals who are one-half library paraprofessional and one-half health paraprofessional will be paid as health paraprofessionals.

Section 6. Summer Employment: Summer School opportunities will first be offered, in order of seniority, to the staff working at the building or work location during the regular school term. Positions not filled through this process will be posted and the program/building supervisor may exercise discretion in selection of staff.

If the District, due to a student's IEP and/or medical recommendation, requests the same paraprofessional for the summer school session as the student had for the regular school year, the District shall meet and confer with the unit leadership. If the paraprofessional is willing to accept the summer assignment, the unit leadership shall have the authority to grant a waiver of the seniority provision for the summer assignments.

ARTICLE VII INSURANCE

Section 1. Health Insurance: For employees in each category of this Agreement who have been employed continuously for a three month period and have regularly worked four hours or more each duty day and twenty (20) hours per week, the District will pay directly to the insurance carrier for which it has contracted for group hospitalization, medical and major medical coverage an amount subject to the proration schedule under Section 2.

Section 2. Insurance Benefit Proration: Employees in each category of this agreement shall have all insurance premium contributions allowed by the District, prorated in accordance with the total number of hours they work on a regular daily basis during the course of the employment year. The same prorata amount of the District's contribution shall remain in effect during any uniform vacation shut down period when the employee is not required to be on duty. The following proration schedule shall be used.

| HOURS OF QUALIFICATION | PERCENT PRORATION OF DISTRICT CONTRIBUTION | 2009-2011 MONTHLY CONTRIBUTION |
|---------------------------|---|--------------------------------------|
| Under 4 hours daily | No Contribution | \$ 0.00 |
| 4 up to 5.99 hours daily | 70 | 395.00 |
| 6 up to 6.99 hours daily | 85 | 480.00 |
| 7 to 8.0 hours daily | 100 | 565.00 |

Subd. 1. A husband and wife who are both District employees shall be allowed to combine the District's contribution for the purpose of premium payment.

Section 3. Dependent Coverage: Should any employee wish to have coverage for dependents she/he may do so by written authorization to deduct the additional premium amount through payroll deductions and by successfully completing the required insurance forms and qualifications.

Section 4. Term Life Insurance: For all employees in the unit who have been employed continuously for a period of two years, and regularly work four (4) hours or more each duty day, and no less than 170 days each year, the District will pay directly to the insurance carrier

selected by the District the annual premium for \$45,000 maximum coverage term life insurance during the period the employee is employed with the District. This becomes effective upon written notification from the insurance company. Employees may, when available, purchase additional life insurance on a voluntary basis, with all premiums paid by the employee through payroll deduction, where otherwise not prohibited by state or federal regulations. The voluntary life insurance is subject to provider availability and all provider requirements; including, but not limited to: minimum participation, pre-existing conditions limitations, etc. Employees who have worked in the District for fifteen years and who have reached the age of 55 may continue in the group life insurance program if they pay their own premium in full at the District Business Office prior to the due date. Failure to make premium payments in a timely fashion will result in termination of the policy.

Section 5. Duration of Insurance Contribution: An employee is eligible for District contributions as provided in this article as long as the employee is employed by the school district. Upon termination of employment, all District participation and contribution shall cease, effective on the last working day.

Section 6. Claims Against the District: The District's only obligation is to purchase an insurance policy and pay such amounts as agreed herein and no claim shall be made against the District as a result of a denial of insurance benefits by an insurance carrier.

ARTICLE VIII LEAVES OF ABSENCE

Section 1. Sick Leave:

Subd. 1. All employees in the group shall earn sick leave at the rate of one day for each month of service with the District. Employees who are employed for the school term shall earn no less than ten (10) days each year. A day shall be equivalent to an employee's standard workday in hours.

Subd. 2. Unused sick leave may accumulate to a maximum of 1,424 hours.

Subd. 3. Sick leave shall be granted whenever an employee's absence is found to have been due to a disease, disorder, or illness of the mind or body of the employee. The proper sick leave forms must be submitted by the employee.

Subd. 4. The District may require an employee to furnish a medical certificate from a physician **or appropriate healthcare provider** as evidence of illness, indicating such absence was due to illness, in order to qualify for sick leave.

Subd. 5. It shall be the responsibility of the employee to notify the District office and/or their immediate supervisor to report sickness prior to the time the employee is scheduled to report to work.

Subd. 6. Sick leave may also be used for members of the immediate family to be defined as spouse, parent, child, parent-in-law, brother, sister, son-in-law, daughter-in-law, grandparents, grandchild, brother-in-law, or sister-in-law. The District may

require an employee to furnish a medical certificate or other reasonable evidence of such illness for leave under this subdivision.

Subd. 7. Employees who work during summer school shall earn and may use accumulated sick leave.

Section 2. 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 Worker's Compensation Act, the District will pay the difference between the compensation received pursuant to the Worker's Compensation Act by the employee and the employee's earned accrual of sick leave and/or vacation pay. In such event a deduction shall be made from the employee's accumulated vacation or sick leave accrual time according to the prorata portions of days of sick leave or vacation time which is used to supplement worker's compensation.

Subd. 2. Such payment shall be paid by the 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.

Section 3. Medical Leave:

Subd. 1. The employee who is unable to perform his/her employment duties because of medical disability, upon written request and subject to approval of the superintendent or designee, may be granted a medical leave of absence without pay not to exceed six months, during the continuance of such medical disability.

Subd. 2. A request for medical leave of absence under this section shall be accompanied by a doctor's statement in writing outlining the condition of health and the estimated time at which the employee is expected to be able to resume normal employment responsibilities.

Subd. 3. Notwithstanding any other provision thereof, the total medical leave provided for in this section shall not exceed a period of six months.

Subd. 4. All or any portion of leave taken under this section by an employee during which he or she has a medical disability may at the employee's option be charged to the employee's available sick leave. This option shall be exercised by the employee in writing prior to the commencement of the leave. If the employee elects to use available sick leave, he or she must notify the District in writing prior to the termination of the leave of the number of days of such leave to be charged to the sick leave provisions of this agreement.

Section 4. Well Child Leave:

Subd. 1. A well child leave without pay of up to six (6) months may be granted by the District to an employee who is the biological, foster or adoptive parent in conjunction with the birth or placement for adoption or foster care of a child within the first year following birth or placement for adoption or foster care, subject to applicable state and federal laws.

Subd. 2. An employee making application for well child leave shall submit a written request to the District's designee of his/her intention to take leave under this section at least three (3) calendar months before commencement of the intended leave, unless a shorter notice is allowed by statute or the need for leave was not foreseeable.

Subd. 3. The District may adjust the proposed beginning or ending date of a well child leave so that the dates of the leave are coincident with some natural break in the school year; e.g. holiday break, term break, end of the school year, or the like.

Subd. 4. In making a determination concerning the commencement and duration of leave under this section, the District shall not be required to permit the employee to return to employment prior to the date designated in the request for well child leave.

Subd. 5. The employee returning from well child leave shall be re-employed in a position of comparable duties, number of hours, and pay if the leave is for a period of twelve work weeks or less. If the leave is for more than twelve work weeks, the District will return the employee to the first vacancy within the job level the employee previously held in the unit and for which the employee is qualified. If no position is available when the employee is requesting to return from leave, the employee shall be placed on layoff and on the applicable recall list for the remainder of that school year. Upon conclusion of that specific school year, the employee may elect to invoke his/her bumping rights to a position based on seniority. If, during the leave, the District experiences a layoff that would have resulted in the layoff of the employee on leave, the employee shall not be entitled to reinstatement in the former or comparable position and shall be subject to the layoff and recall provisions of this agreement.

Subd. 6. Failure of an employee to return from leave pursuant to this section shall constitute a voluntary resignation of employment unless the District and the employee have mutually agreed to an extension of the leave.

Subd. 7. The parties agree that periods of time for which the employee is on well child leave shall not be counted in determining the completion of the probationary period.

Subd. 8. The employee who returns from well child leave within the provisions of this section shall retain all previous experience credit for pay purposes and any unused leave time accumulated under the provisions of this agreement. The

employee shall not accrue additional experience credit for pay purposes or leave time during the period of absence for well child leave unless otherwise required by statute.

Subd. 9. Leave under this section shall be without pay or fringe benefits unless otherwise required by statute.

Subd. 10. When both parents are employed by the District the total combined leave shall not exceed six months duration.

Section 5. Bereavement Leave: The Superintendent or designee may grant absences to the employees in the group with pay, for up to three (3) days per bereavement of immediate family as defined below. Leave must be used in full day increments.

Subd. 1. Immediate family shall be defined as spouse, parent, child, parent-in-law, brother, sister, son-in law or daughter-in-law, grandparents, grandchild, brother-in law or sister-in-law.

Subd. 2. The Superintendent or designee may grant absences to the employees in the group, with pay, for one (1) day per bereavement of an aunt, uncle, grandparent in-law, niece or nephew. Pay for bereavement leave for either an aunt, uncle, grandparent in-law, niece or nephew shall be deducted from sick leave.

Subd. 3. If special circumstances arise the Superintendent or designee may grant the employee additional days of leave, with pay, but deductible from the sick leave accumulation. Action taken by the Superintendent or designee will not be considered precedent setting.

Subd. 4. Employees shall be granted one paid day, per bereavement, to be deducted from sick leave, to participate as a pallbearer (honorary or active) for a funeral. The Superintendent has the discretion to extend this subdivision for the funeral of a person who had a close personal relationship to the employee, but who was not a member of the person's immediate family. The Superintendent's discretion is not subject to the grievance procedure and will not be considered as precedent in other cases. This leave shall be prorated for employees who work less than full-time.

Section 6. Dependent Care Leave: An employee may be granted a noneconomic dependent care leave, at the sole discretion of the Superintendent or designee, for the purpose of providing home medical care or care to a hospitalized critically ill son, daughter, spouse or parent. Such leave shall not exceed a period of six months. During an approved leave period should the ill son, daughter, spouse or parent no longer require home medical care, the employee would be required to report back to work.

A written leave request must be submitted and shall include:

1. A description of the need for the leave.
2. Expected length of time needed for the leave.

3. Physician's statement attesting to the need and level of care required or to be provided.

An employee shall provide the District with sufficient notice of his/her intent to return to work prior to the expiration date of the leave.

Section 7. Educational Leave: An employee who has completed their probationary period may request an unpaid leave of absence of up to two (2) years as mutually agreed upon between the Superintendent and employee and approved by the School Board for the purposes of pursuing additional education which is determined in the best interest of the District.

ARTICLE IX HOLIDAYS AND VACATIONS

Section 1. Holidays:

Subd. 1. All employees in the unit who are employed on a basis of 12 months per year shall be entitled to the following paid holidays. If school is in session any of these days, an alternate day will be granted.

- | | | |
|-----------------------|---------------------|---------------------------|
| 1. New Year's Eve Day | 5. Independence Day | 8. Day After Thanksgiving |
| 2. New Year's Day | 6. Labor Day | 9. Christmas Eve Day |
| 3. President's Day | 7. Thanksgiving Day | 10. Christmas Day |
| 4. Memorial Day | | |

The following days will be considered a paid holiday and you will not be required to work only if school is not in session.

- | | |
|-----------------|----------------------------|
| 1. Good Friday* | 2. Martin Luther King Day* |
|-----------------|----------------------------|

Subd. 2. School Term Employees: All employees who are employed on a school term basis shall be entitled to seven (7) paid holidays each year. They are: Labor Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Day, New Years Day, Good Friday and Memorial Day.

Subd. 3. When a holiday falls on Sunday, the following Monday will be observed. When a holiday falls on a Saturday, the Friday before will be observed. If any of the allowable holidays fall on a day when school is in session, an alternate day will be named by the superintendent or his authorized representative.

Section 2. Vacations:

Subd. 1. Secretarial-Clerical and Paraprofessional employees who are employed on the basis of twelve (12) months a year and work twenty (20) hours or more a week shall earn paid vacation time according to the following schedule.

- 0 days - during the first six (6) months probationary period.
- 6-12 months - 5/6 of a day for each full month of employment.
- 10 days - will be earned after one (1) year of continuous employment including probationary period.
- 15 days - will be earned after six (6) years of continuous employment including the probationary period.
- 20 days - will be earned after twelve (12) years of continuous employment including the probationary period.
- 25 days – will be earned after twenty-four (24) years of continuous employment including the probationary period.**

Subd. 2. All vacation time is prorated to July 1, therefore, an employee must be employed a minimum of 66 months, including the probationary period, to qualify for the 15 days vacation time. Allowable vacation time will be certified by the appropriate District official.

Subd. 3. An employee may use earned vacation time during the year provided it is first approved by their immediate supervisor and/or building principal and then submitted to the appropriate District administrative official for final approval. Accrued vacation time must be taken within 12 months after the work year in which it was earned. Proper planning for the use of accumulated vacation time and any loss of such time through nonuse will be the responsibility of the employee.

Subd. 4. An employee who is employed for a period less than 12 months will be considered on a uniform vacation shut down when school is not in session and he/she is not on duty. Such employee will not earn paid vacation time.

Subd. 5. School term employees earn credit for vacation if they become a twelve (12) month employee on a two for one basis. One year of credit for each two years served as a school term employee. **Eligibility for the 25 day vacation accrual level shall be determined by years of continuous employment with one year of credit for each year of employment.**

Section 3 – Other Absence:

Subd. 1. Where it does not seriously disrupt operations or create a vacancy for which the District cannot secure an adequate replacement, an employee may take a maximum of ten (10) days per year for other absence at full salary deduction. These days shall be noncumulative.

Subd. 2. Ten days is the maximum any employee may be away from his/her work station at full salary deduction. The only exception to this policy is for unusual circumstances that would be approved on a one time basis and only by the authorization of the Superintendent or designee.

Subd. 3. An employee must submit a written request for leave to the Superintendent or designee at least three working days prior to the start of the leave.

ARTICLE X GENERAL MATTERS

Section 1. Vacancies: When a position within this unit becomes vacant, it shall be posted on the official building bulletin board and by letter to the **chief steward**. Current employees who have successfully completed the probationary period and are not in lay-off status may apply for internal transfer consideration. Seniority, experience, training, and other qualifications will be considered when filling the position. Final determination for filling the vacancy shall be the responsibility of the administrative official involved. If the initial posting results in an internal transfer, the first resultant position opening will also be posted. Any further notifications or postings will be as determined by the appropriate administrative official.

Subd. 1. Title I paraprofessionals may move from one position at one school to a position at another school at the discretion of the L.E.A. based upon the needs of the school without regard to posting.

Section 2. Probationary Period: An employee under the provisions of this Agreement shall serve a probationary period of six (6) calendar months of continuous service in the District during which time the 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. Uniform shutdown periods in which the employee is not working shall not count towards the probationary period.

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. Seniority:

Subd. 1. Secretaries who work fourteen (14) or more hours per week and paraprofessionals who work twelve (12) hours or more per week during the employment period shall be granted seniority standing after successfully completing the probationary period.

Subd. 2. Classification: Categories for seniority purposes shall be as follows:

1. Secretarial-Clerical
2. Paraprofessionals
3. Health/LPN Paraprofessional

Subd. 3. Seniority Date: Upon the satisfactory completion of the probationary period, an employee's seniority shall relate back to his/her first day of actual service in the District. If more than one (1) employee begins work on the same day, seniority ranking for such employee shall be determined by the last four digits of the employee's social

security number and whichever is higher shall be deemed more senior.

Subd. 4. In the event it is necessary to eliminate a position(s) the employee(s) affected will be given no less than two weeks notice.

Subd. 5. In the event of a layoff, a reduction in days or hours, or the elimination of a position in any classification of employment, employees shall be laid off according to seniority in the inverse order of classification seniority.

Subd. 6. Seniority Bumping: In the event of a layoff, reduction in days or hours (reduction must be equal to or greater than 1 hour per day or 5 hours per week for the purpose of this subdivision), or the elimination of a position in a job level classification, a senior employee in that job level classification may exert employment rights over other employees in the same job level classification with less seniority, as follows:

First, the senior employee may exert the right to employment over the most junior employee in the same job level classification as the senior employee.

Secondly, if there is no junior employee in that job level classification, then the senior employee may exert the right to employment over the most junior employee in the next lower job level classification in which there is a junior employee.

Subd. 7. Indian Education Program. The seniority "bumping" rights provided for in this contract may be exercised only by Native American employees with respect to the District's Indian Education Program, subject to all applicable laws and regulations.

Subd. 8. Recall: When a position needs to be filled, it shall be posted and possibly occupied by an employee within the employment category, in accordance with Article X, Section 1, Vacancies. **The parties may mutually agree to waive the posting requirement under Article X, Section 1, on a case-by-case basis.** If a vacant position is not filled by internal transfer **or the posting requirement has been waived**, qualified employees on layoff shall be reemployed in inverse order of layoff prior to filling the initial position or any resultant positions from a general public applicant. Where possible such reemployment shall be substantially equal to the previous position occupied by the person and in all instances he/she must be qualified to fill the vacant position. Failure of the person to respond within ten (10) business days, of notice of reemployment shall eliminate any claim to reinstatement. Reinstatement rights shall cease one year from date of layoff or upon rejection of re-employment to a position that is within one hour per day of the previous position occupied by the person; whichever occurs first. An employee who has been laid off shall have the responsibility of filing her/his latest address with the business office.

Subd. 9. An employee shall lose seniority standing upon voluntary resignation from the District or for dismissal for cause.

Subd. 10. Instances of involuntary transfer from one employment category to another, as set forth in Subd. 2 of this section, an employee shall not lose seniority standing.

Subd. 11. A seniority list containing all employees of the bargaining unit shall be provided to the MSEA on or before October 1 of each year.

Subd. 12. When Moving Between the Classifications of Secretary-Clerical and Paraprofessionals: Any employee who works 4 hours or more may move between the classifications and retain their seniority date providing they are no longer probationary employees.

Section 5. Use of Equipment: With the permission of the building principal or appropriate District administrator, the MSEA may use school equipment. Only qualified personnel shall operate the equipment. MSEA will pay for all materials and supplies used. The MSEA will provide their own paper supply for use in the various machines. Equipment shall be used at reasonable times and when not otherwise in use.

Section 6. Employee Dismissal: An employee may be dismissed for cause. Employees who have successfully completed the probationary period will be provided in writing, the reasons for a contemplated dismissal, and will be provided an opportunity for a formal hearing on the charges. The employee shall request such a hearing within five (5) days of receipt of the written charges, or forfeit the right to the hearing. Employees are entitled to representation of their choice at the hearing.

Section 7. Employee Reprimand: An employee who has successfully completed the probationary period shall be entitled to have a representative of MSEA present when being reprimanded, warned, or disciplined for any infraction of policies, rules, regulations, or delinquencies in job performance whenever such action will result in a record being placed in the employee's personnel file. Copies of any materials placed in an employee's personnel file shall be provided the employee by the supervisor or other appropriate administrative officer. An employee shall be entitled to have a written response included therein. When an employee makes a request for representation, no official action shall be taken until such a representative is present. If the employee's representative fails to initiate a contact with the appropriate supervisor within five days of such request, the supervisor or other administrative official may proceed with the necessary action.

Section 8. Association Business: Officers and authorized representatives of MSEA shall be permitted to conduct routine association business on District property at reasonable times after working hours. Such business matters shall not interfere with or interrupt District operations. Matters pertaining to the master contract and involve joint management and association efforts may be conducted during regular working hours

Section 9. Retirement Benefits:

Subd. 1. Health Insurance-Retirement: Employees who qualify for and receive retirement benefits under the rules and regulations of the Public Employees Retirement Association (PERA) or other appropriate State of Minnesota sponsored retirement fund and participate in the current District sponsored health insurance plan(s) as of the date of retirement and are otherwise eligible to continue coverage under Minn. Stat. §471.61, may elect to remain in the existing health insurance group upon retirement.

The employee will also be required to notify the District in writing of this option and pay the full premium in advance installments.

Subd. 2. Sick Leave Buy Back: An employee who has fifteen (15) or more years of continuous employment with the district and qualifies for and receives retirement benefits under the rules and regulations of the Public Employees Retirement Association (PERA), other appropriate State of Minnesota sponsored retirement fund, or Social Security; or has twenty (20) years of service to school district shall be entitled to sick leave buy back upon retirement. Such sick leave buy back shall be equal to the number of full time equivalent eight hour days (accrued sick leave hours divided by 8) of accumulated sick leave multiplied by fifty dollars (\$50.00) for each day.

Subd. 3. Post Employment Health Care Savings Plan (HCSP): Employees are eligible to participate in the Minnesota Post Employment Health Care Savings Plan (HCSP) established under Minnesota Statutes, §352.98 and as outlined in the Minnesota State Retirement System's Trust and Plan Documents. All funds collected by the employer on behalf of the employee will be deposited into the employee's post employment health care savings plan account.

All employees eligible for the severance payment outlined in ARTICLE X., Section 9. Subd. 2., will contribute 100% of the severance payment to the Post Employment Health Care Savings Plan.

ARTICLE XI GRIEVANCE PROCEDURE

Section 1. In the absence of any other agreement by the two parties, the parties hereto shall be subject to the grievance procedure in effect at the inception of any grievance proceedings as promulgated by the Commissioner of Mediation Services pursuant to P.E.L.R.A. 179A.04, Subd. 3(h) and 179A.20 as amended from time to time. The present grievance procedure of the Commissioner is attached to this Agreement as Appendix A as defined in Minnesota Rules 5510.5110 through 5510.5190 as amended.

ARTICLE XII DISTRICT MATCH 403(B) TAX DEFERRED ANNUITY

Section 1. Eligibility: The District's match to an employee's qualified 403(b) tax deferred annuity shall become available to an employee when they have successfully completed one year of employment in the District.

Section 2. Amount: For each dollar (\$1) that an employee contributes via payroll deduction to a qualified 403(b) tax deferred annuity, the District shall contribute one dollar (\$1) to the same annuity, up to a maximum annual contribution of \$225 for **2009-2010** and **\$400 for 2010-2011**.

Section 3. Limitation: Under no circumstances will the lifetime contribution for any one employee exceed \$25,000.

Beginning July 1, 2006, the amounts contributed by the district as the employer match will reduce benefits payable under ARTICLE X, Section 10 – Sick Leave Buy Back, in an amount equal to cumulative employer contributions under ARTICLE XII, Section 2.

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, **2009**, through June 30, **2011**, and thereafter until modified. If either party desires to modify or amend this Agreement commencing at its expiration, it shall give written notice of such intent pursuant to PELRA. Unless otherwise mutually agreed, the parties shall not commence negotiations more than 60 days prior to the expiration of this Agreement.

Section 2. Effect: This Agreement constitutes the full and complete Agreement between the 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, 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 provisions thereof or the application of any such provisions under any circumstances is held invalid, it shall not affect any other provisions of this Agreement or the application of any provisions thereof.

BMS Grievance Procedure

APPLICATION.

This grievance procedure shall be applicable when a public employer and an exclusive representative of public employees have not reached agreement on or do not have access to a contract grievance procedure as required by Minnesota Statutes, section 179A.20, subdivision 4.

DEFINITIONS.

Bureau. “Bureau” means the Bureau of Mediation Services.

Days. “Days” means calendar days.

Employee. “Employee” means any public employee who is employed in a position that is part of an appropriate unit for which an exclusive representative has been certified under Minnesota Statutes, section 179A.12.

Grievance. “Grievance” means a dispute or disagreement regarding the application or interpretation of any term of a contract required under Minnesota Statutes, section 179A.20, subdivision 1.

Nonprobationary. “Nonprobationary” means an employee who has completed an initial probationary period required as a part of the public employer’s employment process.

Party. “Party” means either the exclusive representative and its authorized agent or the employer and its authorized representative.

Service. “Service” means personal delivery or service by the United States Postal Service, postage prepaid and addressed to the individual or organization at its last known mailing address. Service is effective upon deposit with the United States Postal Service, as evidenced by a postmark or dated receipt, or upon personal delivery.

COMPUTATION OF TIME.

In computing any period of time prescribed herein, the day or act or event upon which a period of time begins to run shall not be included. The last day of the time period shall be included unless it is a Saturday, Sunday, or holiday.

STEP ONE.

When an employee or group of employees represented by an exclusive representative has a grievance, the employee or an agent of the exclusive representative shall attempt to resolve the matter with the employee’s immediate supervisor within 21 days after the employee, through the use of reasonable diligence, should have had knowledge of the event or act giving rise to the grievance. The supervisor shall then attempt to resolve the matter and shall respond in writing to the grievant and the agent of the exclusive representative within five days after the grievance is presented.

STEP TWO.

If the supervisor has not been able to resolve the grievance or has not responded in writing within the time period provided in step one, a written grievance may be served on the next appropriate level of supervision by the exclusive representative. The written grievance shall provide a concise statement outlining the nature of the grievance, the provisions of the contract or the just cause situation in dispute, and a statement of the relief or remedy requested. The written grievance must be served on the employer's representative within 15 days after the immediate supervisor's response was due under step one. The employer's representative shall meet with the agent of the exclusive representative within five days after service of the written grievance and both parties shall attempt to resolve the grievance. The employer's representative shall serve a written response to the grievance on the agent of the exclusive representative within five days of the meeting. The response shall contain a concise statement of the employer's position on the grievance and the remedy or relief the employer is willing to provide, if any.

STEP THREE.

If the grievance is not resolved under step two, the exclusive representative may serve the written grievance upon the chief administrative agent of the employer or that person's designated representative within ten days after the written response required by step two was due. An agent of the exclusive representative shall meet with the chief administrative officer or designee within five days of service of the written grievance and they shall attempt to resolve the matter. The chief administrative officer or designee shall serve a written response to the grievance on the agent of the exclusive representative within five days of the meeting.

ARBITRATION.

Referral to arbitration. If the response of the chief administrative officer or designee is not received within the period provided in step three or is not satisfactory, the exclusive representative may serve written notice on the employer of its intent to refer the case to arbitration within ten days after the response required by step three is due.

Selection of arbitrator. Within ten days of the service of written notice of intent to arbitrate, the employer's chief administrative officer or designee shall consult with the agent of the exclusive representative and endeavor to mutually agree upon an arbitrator to hear and decide the grievance. If the parties do not agree upon the selection of an arbitrator, either party may request a list of impartial arbitrators from the bureau. The parties shall alternately strike names from a list of seven names to be provided by the bureau until only one name remains, and the remaining name shall be the designated arbitrator. The determination of which party will commence the striking process shall be made by mutual agreement or a flip of a coin. If one party refuses to strike names from the list provided by the bureau, the other party may serve written notice of this fact upon the bureau, with a copy to the offending party. Unless it is confirmed that the parties have otherwise selected or agreed upon an arbitrator within three days of service of the notice of refusal or failure to strike names, the bureau shall designate one name from the list previously provided to the parties and the person so designated by the bureau shall have full power to act as the arbitrator of the grievance.

Arbitrator's authority. The arbitrator shall have no authority to amend, modify, add to, or subtract from the terms of an existing contract. The decision and award of the arbitrator shall be final and binding upon both parties.

Arbitration expenses. The employer and the exclusive representative shall share equally the arbitrator's fees and necessary expenses. Cancellation fees shall be paid by the party requesting the cancellation and any fees incurred as the result of a request for clarification shall be paid by the party requesting the clarification. Each party shall be responsible for compensating its own representatives and witnesses.

Transcripts and briefs. Because arbitration is intended to provide a simple, speedy alternative to litigation processes, the use of transcripts and briefs should be considered only in exceptional circumstances. If a verbatim record is required, it may be prepared providing the party desiring the record pays the cost and makes a copy available to the other party and the arbitrator without charge. The arbitrator may maintain written notes of the hearing and may use an electronic recording device to supplement the note taking. These notes shall be considered the arbitrator's private and personal property and shall not be made available to the parties or another third party. If a recording device is used by the arbitrator to supplement the arbitrator's notes, the arbitrator shall retain the recording for a period of 90 days following the issuance of the award.

PROCESSING OF GRIEVANCES.

Release time. To the fullest extent feasible, the processing of grievances shall be conducted during the normal business hours of the employer. Employees designated by the exclusive representative shall be released from work without loss of regular nonovertime earnings as a result of their necessary participation in meetings or hearings held pursuant to this procedure, whenever such release is consistent with the ability of the employer to conduct safe and reasonable operations. No more than three employees shall be entitled to compensation for participation in a single meeting or hearing with respect to any one grievance.

Waiver of steps. The parties may by written mutual agreement waive participation in the grievance steps and may similarly agree to extend the time limits.

Time limits. A failure to raise a grievance within the time limits specified, or to initiate action at the next step of the procedure within the time limits in these parts shall result in forfeiture by the exclusive representative of the right to pursue the grievance. A failure of an employer representative to comply with the time periods and procedures shall require mandatory alleviation of the grievance as requested in the last statement by the exclusive representative.

APPENDIX B

SALARY GUIDE

| JOB LEVEL | 2009-2010 | 2010-2011 |
|-----------|-----------|-----------|
| 1 | \$12.98 | \$13.13 |
| | \$13.13 | \$13.28 |
| | \$13.32 | \$13.47 |
| 2 | \$13.55 | \$13.70 |
| | \$13.72 | \$13.87 |
| | \$13.89 | \$14.04 |
| 3 | \$14.12 | \$14.27 |
| | \$14.29 | \$14.44 |
| | \$14.47 | \$14.62 |
| 4 | \$14.82 | \$14.97 |
| | \$14.98 | \$15.13 |
| | \$15.15 | \$15.30 |
| 5 | \$15.51 | \$15.66 |
| | \$15.67 | \$15.82 |
| | \$15.84 | \$15.99 |
| 6 | \$16.39 | \$16.54 |
| | \$16.56 | \$16.71 |
| | \$16.73 | \$16.88 |
| 7 | \$17.27 | \$17.42 |
| | \$17.43 | \$17.58 |
| | \$17.60 | \$17.75 |
| 8 | \$18.15 | \$18.30 |
| | \$18.31 | \$18.46 |
| | \$18.47 | \$18.62 |
| 9 | \$19.03 | \$19.18 |
| | \$19.19 | \$19.34 |
| | \$19.35 | \$19.50 |
| 10 | \$19.90 | \$20.05 |
| | \$20.07 | \$20.22 |
| | \$20.23 | \$20.38 |
| 11 | \$20.78 | \$20.93 |
| | \$20.95 | \$21.10 |
| | \$21.11 | \$21.26 |

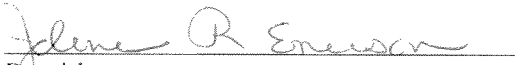
*Reflects a \$0.20 increase for 2009-2010 and \$0.15 increase for 2010-2011.

Note: All new employees will be paid at the beginning hourly salary of the job level.

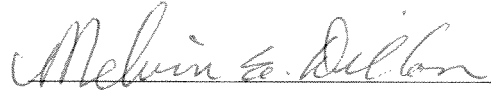
IN WITNESS WHEREOF, the parties have executed the Agreement as follows:

Minnesota School Employee Association
Secretarial-Clerical/Educational
Paraprofessionals

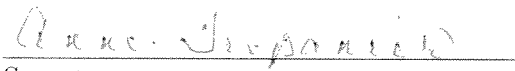
Independent School District No. 31
Bemidji, Minnesota



President




Board Chair




Secretary



Board Clerk



MSEA Field Representative



Chief Negotiator

Date: 4/9, 2010

Date: April 19, 2010

