

CLERICAL
AGREEMENT

2007-2009

St. Cloud Area School

District 742

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CLERICAL CONTRACT

This contract is made and entered into by and between INDEPENDENT SCHOOL DISTRICT NO. 742, St. Cloud, Minnesota, hereinafter referred to as the "Employer", and School Service Employees Local 284, hereinafter referred to as the "Union".

ARTICLE I RECOGNITION

The Employer hereby recognizes the Union as the exclusive representative of: All Clerical Office Employees who are employed by the Employer more than fourteen (14) hours per week and more than sixty-seven (67) work days per year, but excluding the following: Confidential employees, Supervisory employees, Essential employees, Part time employees whose services do not exceed the lesser of fourteen (14) hours per week or thirty-five (35) percent of the normal work week in the employee's bargaining unit who hold positions of a temporary or seasonal character for a period not in excess of sixty-seven (67) working days in any calendar year and emergency employees.

ARTICLE II SCHOOL BOARD RIGHTS

Section 2.1 Inherent Managerial Rights: The exclusive representative recognizes that the school board is not required to meet and negotiate on matters of inherent managerial policy, which include, but are not limited to, such areas of discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, the organizational structure and selection and direction and number of personnel.

Section 2.2 Management Responsibilities: The exclusive representative recognizes the right and obligation of the school board to efficiently manage and conduct the operation of the school district within its legal limitations and with its primary obligation to provide educational opportunity for the students of the school district.

Section 2.3 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 board and shall be governed by the laws of the State of Minnesota, and by the school board rules, regulations, directives and orders issued by properly designated officials to promulgate rules, regulations, directives and orders from time to time as deemed necessary by the school board insofar as such rules, regulations, directives and orders are not inconsistent with the terms of this Agreement and recognizes that the school board, all employees covered by this Agreement and all provisions of this Agreement are subject to the laws of the State. Any provision of this Agreement found to be in violation of any such laws, rules, regulations, directives or orders shall be null and void and without force and effect.

Section 2.4 Reservation of Managerial Rights: The foregoing enumeration of rights and duties shall not be deemed to exclude other inherent management rights and management functions not expressly reserved herein, and all management rights and management functions not expressly delegated in this Agreement are reserved to the school district.

Section 2.5: Drug and Alcohol Testing: The School District and the Clerical Group have a commitment to provide a drug-free and alcohol-free school environment for all employees and students of District 742. The District and the Clerical Group agree to the terms and conditions which are set forth in School District Policy Number 416, Employee Drug and Alcohol Testing Policy (including Administrative Guidelines on such policy), which was revised by the Board of Education on April 26, 2004. This Board Policy and Administrative Guidelines will allow the District (under the conditions specified in the Policy and/or Guidelines) to require an employee to submit to drug and/or alcohol testing. If there is a change to the Policy/Guidelines that affects terms and conditions of employment, then the implementation of the Policy/Guidelines will be subject to negotiations.

ARTICLE III
EMPLOYEE RIGHTS

Section 3.1 Right to Views: Nothing contained in this Agreement shall be construed to limit, impair or affect the right of any employee or the employee's representative to the expression or communication of a view, grievance, complaint or opinion on any matter related to the conditions or compensation of public employment or their betterment, so long as the same is not designed to and does not interfere with the full, faithful and proper performance of the duties of employment or circumvent the rights of the exclusive representative.

Section 3.2 Right to Join: Pursuant to P.E.L.R.A., 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 the terms and conditions of employment for the employees of such unit with the school district.

Section 3.3 Request for Due's Check Off: The exclusive representative shall be allowed dues check off for its members, provided that dues check off and the proceeds thereof shall not be allowed to an exclusive representative that has lost its right to dues check off. 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 in equal installments, beginning with the first pay period in September.

Section 3.4 Fair Share Fee: Pursuant to the P.E.L.R.A., an exclusive representative may require employees who are not members of the exclusive representative to contribute a fair share fee for services rendered by the exclusive representative. The fair share fee must be 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 representative. In no event may the fair share fee exceed eighty-five percent (85%) of the regular membership dues. The exclusive representative shall provide advance written notice of the amount of the fair share fee to the employer, and to unit employees who will be assessed the fee. The employer shall provide the exclusive representative with a list of all unit employees.

A challenge by an employee or by a person aggrieved by the fee must be filed in writing with the Commissioner, the public employer, and the exclusive representative within thirty (30) days after receipt of the written notice. All challenges must specify those portions of the fee challenged and the reasons for the challenge. The burden of proof relating to the amount of the fair share fee is on the exclusive representative. The Commissioner shall hear and decide all issues in these challenges.

The employer shall deduct the fee from the earnings of the employee and transmit the fee to the exclusive representative thirty (30) days after the written notice was provided. If a challenge is filed, the deductions for a fair share fee shall be held in escrow by the school district pending a decision by the Commissioner.

ARTICLE IV
WAGES

Section 4.1 Wage Rates: The following wage rates shall be applicable to employees covered by this Agreement. The wages reflected in the following schedules shall be a part of the contract for the period commencing July 1, 2007, to June 30, 2009. A step increase is not automatic and is effective only upon affirmative action of the school board. The school board reserves the right to withhold a step increase in individual cases for good and sufficient reasons. The school board shall give written notice and the reason for such action.

Clerk Typist II

<u>Step</u>	<u>2007-2008</u>
1	
2	\$9.80
3	\$10.51
4	\$11.15
5	\$11.94
6	\$13.61

Clerk Typist II

<u>Step</u>	<u>2008-09</u>
1	
2	
3	\$10.71
4	\$11.35
5	\$12.14
6	\$13.81

Secretary/Bookkeeper II

<u>Step</u>	<u>2007-2008</u>
1	
2	\$10.19
3	\$11.00
4	\$11.78
5	\$12.64
6	\$14.46

Secretary/Bookkeeper II

<u>Step</u>	<u>2008-2009</u>
1	
2	
3	\$11.20
4	\$11.98
5	\$12.84
6	\$14.66

Employees shall be paid for the number of hours worked.

Section 4.2 Responsibility Factor: A wage differential for additional responsibility, which will be in addition to the wage schedule, shall be paid to secretaries as follows:

	<u>2007-09</u>
Level A	\$260 per month
Level B	\$130 per month

* Level A: As decided through comparable worth or as an Elementary high enrollment stipend for 600 or more students. High enrollment stipend shall be based on enrollment the date of October 1 of the current year. This enrollment stipend shall be reviewed on October 1 of each school year.

Level B: As decided through comparable worth.

* Employees currently receiving the above stipends in their present position (as of July 1, 2005) and not meeting the enrollment criteria, shall remain at their current rate of pay until the salary increases reach their present rate. Seniority placement will remain until their salary is consistent with the classification.

Section 4.3 Longevity: Longevity pay in addition to the basic wage schedule shall be paid in accordance with the following schedule:

	<u>2007-2008</u>	<u>2008-2009</u>
After 7 years of services, add		10¢ per hour
After 10 years of service, add	65¢ per hour	70¢ per hour
After 15 years of service, add	95¢ per hour	\$1.00 per hour
After 20 years of service, add	\$1.40 per hour	\$1.50 per hour
After 25 years of service, add	\$1.55 per hour	\$1.70 per hour

Longevity pay shall be effective on July 1 or January 1 (whichever follows the employee's initial hire date in the unit).

Section 4.4 Wage Rates - New Employees: The individual placement on a wage schedule will be determined at the time of initial employment with consideration given to previous applicable experience, the nature and responsibilities of the position and secretarial preparation.

Section 4.5 Payroll Base Date: All employees will be assigned to a payroll base date of July 1 on which wage increases and fringe benefits accrual will be based.

An employee must have been employed five (5) months or longer in order to qualify for a step on the wage schedule.

Section 4.6 Step Advancement-Hourly Employees: Hourly clerical employees advance one (1) step on the wage schedule for each year worked. A minimum of 1050 hours must be worked to earn one (1) year's credit. No more than one (1) step on the wage schedule can be earned in one (1) year. If the employee works less than 1050 hours in a year, step credit on the wage schedule will be applied to hours worked on the new time card immediately following the acquisition of the 1050 hours.

Section 4.7 Comparable Worth Upgrading: When a position in this unit is evaluated by comparable worth at a higher level, the incumbent should be compensated at the higher appropriate level at the beginning of the next fiscal year. Seniority adjustments will be made along with salary adjustments at the beginning of the next fiscal year. If the position is evaluated at a lower level, the incumbent would be able to exercise his/her rights as set forth in Article XIV of the agreement. Union steward/s will be notified of any possible changes in job classification and description prior to any review.

Section 4.8 No step advancement on salary schedule will be paid for 1993-94. For the 2003-04 contract year, there will be no step movement. Step movement will resume for eligible employees for the 2004-05 school year.

ARTICLE V HOURS AND OVERTIME

Section 5.1 Work Day: Offices are to be open from 8:00 a.m. to 5:00 p.m. Working hours for the staff shall be from 8:00 a.m. to 5:00 p.m. with one hour for lunch. Special arrangements for deviations from this plan shall be cleared through the unit administrator and Director of Human Resources.

Section 5.2 Regular Work Week: Five (5) consecutive, eight (8) hour days (exclusive of lunch period), Monday through Friday, shall constitute the regular work week.

Section 5.3 Hourly Employee: Employees paid by time card or hourly fixed schedule only. Twelve (12) month hourly employees are those who are scheduled twelve (12) months per year. Ten (10) month hourly employees are those who are scheduled a minimum of the student contact days and less than twelve (12) months per year.

Section 5.4 Part time Employee: Employees employed less than a forty (40) hour week or less than twelve (12) months.

Section 5.5 Full time Employee: Employees employed fifty-two (52) regular work weeks.

Section 5.6 Overtime: Each employee covered by this contract shall be paid at one and one-half (1½) times the regular hourly rate for work in excess of forty (40) hours per week, as directed by the immediate unit administrator. Employees have the option to choose between overtime pay as compensated time and half off provided that if comp time is taken, it shall be taken within two (2) pay periods following the pay period in which overtime is earned.

Section 5.7 Call-Back Pay: An employee who is called back to work on an unscheduled basis shall work and be compensated for a minimum of two (2) hours.

ARTICLE VI

DISCIPLINE AND DISCHARGE

Section 6.1 Probationary Period: Every new employee shall serve a probationary period of three (3) months, during which period the Employer shall have the unqualified right to discipline or discharge such employee without assigning any reason therefore, and without recourse to the grievance procedure. An employee promoted or transferred to a new position shall be on probation for three (3) consecutive months, during which period the Employer shall have the right to return the employee to his/her previous position, which right shall not be subject to the grievance procedure. However, any employee assigned to a position requiring regular and recurring contact with students must complete three (3) months of service during the regular school year in order to complete his/her probationary period. An employee promoted to a higher rated classification shall not have his/her wage rate reduced below the wage rate for his/her previous classification because he/she is serving a new probationary period.

Section 6.2 Disciplinary Action: After completion of the initial probationary period, any employee may be subject to disciplinary action for good and sufficient reasons.

Accordingly, the District will:

- a) act promptly to impose discipline within a reasonable time of the offense;
- b) apply discipline with a view toward uniformity and consistency; and
- c) impose a procedure of progressive discipline, in increasing order of severity:
 - 1) oral reprimand
 - 2) written reprimand
 - 3) suspension with pay
 - 4) suspension without pay
 - 5) dismissal

The parties agree that there are appropriate cases that may warrant the District bypassing progressive discipline or applying discipline in differing degrees so long as it is imposing discipline reasonably and for good and sufficient reasons.

ARTICLE VII VACATIONS AND HOLIDAYS

Section 7.1 Vacation Allowance: Twelve (12) month employees will earn vacation on the following basis:

1. Full time employees with none (0) through six (6) continuous full years of District experience in this unit will earn one (1) day of vacation for each 36.5 calendar days employed and part time employees a prorata of a day effective 7/1/94. (10 days/yr.)
2. Full time employees after six (6) continuous full years through fifteen (15) full years of District experience in this unit an employee will earn one (1) day of vacation for each 24.34 calendar days employed and part time a prorata of a day effective 7/1/94. (15 days/yr.)
3. Full time employees after fifteen (15) full years of District experience in this unit an employee will earn one (1) day of vacation for each 18.25 calendar days employed and part time a prorata of a day effective 7/1/94. (20 days/yr.)
4. Part-time employees - vacation: Permanent twelve (12) month employees who regularly work twenty-five (25) or more hours per week but less than forty (40) hours shall be entitled to prorata paid vacation time, in accordance with the schedule for full-time twelve (12) month employees.

Section 7.2 Vacation Schedule: Vacations shall normally be taken when school is in recess for students during the months of June, July and August. Personnel shall arrange with the unit administrator for their proposed

vacation schedule. Where the best interests of the school district can be served by having the employee take vacation at a time other than specified herein, such arrangements must be at the recommendation of the unit administrator and approval of the Human Resources Department. Such arrangements must not necessitate the employment of substitutes or overtime by the staff.

Employees who are eligible for fifteen (15) or twenty (20) days of vacation may be required to take vacation in two (2) or three (3) different periods; however, any employee eligible for twenty (20) days of vacation will be granted a minimum of fifteen (15) consecutive days of vacation. Employees may be required to take part or all of such vacation during the time school is not in session.

Section 7.3 Vacation Requirements: Employees shall be allowed to carry over to the following fiscal year a maximum of ten (10) days of unused vacation. Vacation is computed to July 1 of each year. Such vacation time must be used prior to the next June 30 or such vacation time in excess of the ten (10) allowed carry over days will be lost. Consecutive days of vacation in excess of the number earned in one (1) year will not be approved except in unusual circumstances.

Section 7.4 Vacation During Probationary Period: An employee may not take a vacation with pay during his/her initial probationary period. However, upon completion of the probationary period, time worked during the probationary period will be considered part of the employee's length of service for determining vacation eligibility.

Section 7.5 Termination of Employment: An employee who has completed at least one (1) full year of service and whose employment terminated by reason of employee's death or disability, or who provided the employer with at least two (2) weeks written notice of voluntary resignation, shall be entitled to receive pro-rata vacation pay for unused vacation time due to service since the last vacation eligibility date.

Section 7.6 Holidays:

A. The designated holidays for employees who are scheduled to work ten (10) or twelve (12) months in the fiscal year are:

- Independence Day
- *Labor Day
- *State Teachers Convention (one day per year as designated)
- *Thanksgiving Day
- *Friday after Thanksgiving
- Christmas Eve
- *Christmas Day
- New Year's Eve
- New Year's Day
- *Martin Luther King Day
- *President's Day
- Good Friday
- *Easter Monday
- *Memorial Day
- *Holidays for ten-month employees

Employees shall receive holiday pay for the number of hours scheduled to work in the most current Notice of Personnel Action on file in the Human Resources Office immediately prior to the particular holiday.

When a holiday falls on Saturday or Sunday, the holiday is celebrated on Friday or Monday respectively; provided, however, that if school is in session the employer may designate another day upon which the holiday will be observed.

If a designated holiday falls within an employee's vacation period, he/she receive an additional day of vacation.

Employees who regularly work twenty-five (25) or more hours per week but less than forty (40) hours shall be entitled to prorata paid holidays.

Section 7.7 Holiday Work: All work performed on a day designated as a holiday will be paid at one and one-

half (1½) times the employee's regular hourly rate of pay.

Section 7.8 Eligibility for Holiday Pay: To be eligible to receive a paid holiday, an employee must be in a payroll status on the work day immediately preceding and the work day immediately following the holiday.

ARTICLE VIII LEAVES AND ABSENCES

Section 8.1 Leave Allowance: For those clerical employees working 215 days but less than 260 the accumulative formula will be calculated as follows:

For each 21.5 days worked 1 day of accumulative leave will be given rounded to the nearest .25 day.

Section 8.2 Sick Leave:

- A. Leave with pay shall be allowed by the school board whenever an employee's absence is found to be have been due to his/her illness which prevented his/her attendance at school and performance of duties on that day or days.
- B. Staff members who have frequent absences for health reasons or whose health status may be questionable may be required by the administration to have an examination. In such cases, the cost of the examination would be paid by the school district.
- C. The school district may require an employee to furnish a medical certificate from the school health office or from a qualified physician selected by the Board as evidence of illness, indicating such absence was due to illness, in order to qualify for leave pay. However, the final determination as to the eligibility of an employee for sick leave is reserved to the school board.
- D. In the event that a medical certificate will be required, the individual will be so advised.
- E. Sick leave allowed shall be deducted from accumulated leave.
- F. Sick leave pay shall be approved only upon submission of a signed request upon the authorized Accumulative Leave Pay Request Form.

Section 8.3 Sick Leave Bank: The school district shall permit members of the Clerical Bargaining Unit to donate up to three (3) days of accumulative leave to a colleague who has exhausted sick leave due to a long-term illness or disability.

Each donated day shall have a value of one (1) for one (1) of an accumulative leave day. In order to be eligible to donate days a member of this bargaining unit must have at least forty-five (45) days of accrued accumulative days.

The number of donated sick leave days which a member of the clerical bargaining group may receive is limited to the number of days donated, but may not continue beyond the clerical members' eligibility for long-term disability.

The clerical member requesting donated days must apply for additional days in writing to the Executive Director of Human Resources and send a copy of the request to the union steward.

In the event that the donated days are not used they will be returned to the person/s that donated them.

Section 8.4 Serious Illness and Bereavement Leave: All staff members are allowed a maximum of ten (10) days of leave per year and a maximum of five (5) days per incident without loss of pay for situations in which

their absence from work is required by serious illness or death in the immediate family. The immediate family for serious illness includes: father, mother, brother, sister, wife, husband, child, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents, spouse's grandparents, grandchildren and corresponding step persons. In addition, for bereavement leave include: spouse's children, personal guardians, aunts, uncles, nephews, nieces, cousins, or any member of employee's household. Leave shall be deducted from the staff member's accumulative leave.

Section 8.5 Special Leave: Special leave, not to exceed two (2) days per year, may be granted to members of the staff. The leave is to be used for personal business that cannot be consummated outside the school day without undue hardship. Special leave is not granted for purposes of recreation, vacation or for outside gainful employment except that which is incidental in the pursuit of a school related activity.

All such absences must be approved in advance. Leave used shall be deducted from the staff member's accumulative leave.

The reason for special leave shall be stated unless it is of a very personal nature in which case the reason need only be stated to the employee's unit administrator for approval.

Examples of legitimate claims for special leave will include, but are not limited to the following:

- A. Matter relating to settlement of an estate in which person has legal interest.
- B. Urgent legal matters.
- C. Pallbearer or attendance at funeral services for person for whom the staff member feels a moral obligation and which is not covered in other leaves of absences.
- D. Weddings in the family or an attendant at a wedding.
- E. Compelling reasons resulting from a natural disaster.
- F. Family crisis not covered by other leaves of absence.
- G. Other emergencies beyond employee's control.

Section 8.6 Personal Leave:

Employees who work less than twelve (12) months per year shall be granted one (1) day of personal leave per year, to be deducted from accumulated leave. If the personal leave day occurs the day before or after a regularly scheduled break, two (2) accumulated leave days will be deducted.

Section 8.7 Jury Duty: A leave of absence for jury duty shall be granted to employees who are summoned to serve in such capacity. Such leave of absence shall not be deducted from the employee's accumulative leave.

An employee who is absent because of required jury duty will be granted leave and will sign his/her jury duty check over to the district in return for his/her regular salary. An employee who completed his/her jury duty with one-half (1/2) day or more of the workday remaining shall report for work for that period.

Employees on jury duty shall retain or accrue such benefits as they may have earned had they been in continuous employment.

Section 8.8 Notice of Absence: In order to be eligible for pay for any day of absence, an employee must notify the employer of his/her impending absence through a supervisor as far in advance as possible before being scheduled to report to work. All such absences are to be reported on either the Request for Sick Leave form or the Absence Report form immediately upon returning to work.

Section 8.9 Child Care Leave: Will be granted subject to the following:

A leave of absence will not constitute a break in the continued employment (seniority) status of the clerical

employee.

Upon completion of an approved leave, the clerical employee will be returning to his/her position and unused accumulated leave days will be restored.

All requests for childcare leave must be submitted in writing to the Superintendent of Schools. The request will indicate the proposed commencement and termination dates.

The leave will not exceed six (6) months.

Clerical employees on leave will maintain their eligibility to participate in the District's group insurance programs. Unless otherwise provided, the clerical employee will pay the premium(s) to the District on or before the 20th day of the month preceding the desired month of coverage.

Requests for such leave must be made at least ninety (90) calendar days prior to the estimated date of confinement or the date of home placement.

Leave will begin upon home placement of an adopted child or immediately after disability or at a natural break in the school year prior to the birth or home placement of the child or at such other date mutually agreed between the clerical employee and the school district.

Section 8.10 Civic Responsibility: The number of days of absences allowed for participating in civic activities in which the staff has achieved leadership shall be two (2) days per year. The absence is granted by the Superintendent in keeping with this section and shall be deducted from the staff member's accumulative leave.

Section 8.11 Health Leave:

- A. A clerical employee may be granted a leave of absence for health reasons. Requests shall be submitted in advance of the leave and shall be accompanied by a recommendation from a physician competent in the field.
- B. All requests for health leave must be submitted in writing to the Superintendent of Schools. The request shall indicate the proposed commencement and termination dates.
- C. The leave will not exceed twelve (12) months.
- D. Health leaves shall be without pay except for worker's compensation, if appropriate. The school district's responsibility and rights shall be as follows:
 - 1. Short-term health leave (up to thirty (30) calendar days): The employee shall be returned to his/her same position.
 - 2. Long-term health leave (up to ninety (90) calendar days): The employee shall be returned to the same or like position.
 - 3. Extended long-term health leave (between ninety (90) calendar days and one (1) year): The employee will have opportunity to a like position, if available, or the opportunity to fill the next opening for a like position, if no position is available. If the absence extends beyond one (1) year, the school district shall have the sole right to terminate the employee. If the position is discontinued during the employee's absence, return to employment shall be governed by the seniority policy.
- E. Health leaves, which are granted pursuant to the provisions of this article, shall not constitute a break in the continued employment (seniority) status of the clerical employee.
- F. When the District has sufficient reason to believe the provisions of the leave of absence are being violated or misinterpreted, the District shall have the right to investigate and take appropriate action. The cost of the investigation shall be borne by the District.

Section 8.12 Unpaid Leaves of Absence: A clerical employee may be granted a leave of absence without pay.

Requests for such leaves shall be submitted in advance of the leave to the Superintendent of Schools. The leave request shall include the proposed commencement and termination dates of the leave.

- A. Short term leave up to thirty (30) continuous days. The employee shall be returned to their same position.
- B. Long term leaves up to one (1) year. The employee shall be returned to the same or a like position. The replacement will be hired as a temporary substitute and will earn no rights to a permanent position.
- C. An employee who returns from an unpaid leave of absence within the provisions of this section shall retain their seniority rights during the leave of absence. The employee shall not accrue additional experience credit for pay purposes or for determining eligibility for vacation days, sick leave or any other benefits.
- D. An employee on an unpaid leave of absence is eligible to participate in group insurance programs, but shall pay the entire premium for such programs as the employee wishes to retain, commencing with the beginning of the leave. The right to continue participation in such group insurance programs, however, will terminate if the employee does not return to the school district.

ARTICLE IX INSURANCE

Section 9.1 Life Insurance: The District shall contribute the full monthly premium for \$50,000 life insurance for all full time employees in accordance with the coverage in the current insurance policy.

The District shall contribute the full monthly premium for \$50,000 life insurance for all ten-month employees in accordance with the coverage in the current insurance policy during the months of employment. Premiums for the months not employed shall be made to the Human Resources Office by the employee by the 1st of each month. Failure by the employee to make such premium payments will cause such person to lose the right to this benefit as described in this section.

It is understood that the school district's only obligation is to purchase an insurance policy and pay such amounts as agreed to herein and no claim shall be made against the school district as a result of a denial of insurance benefits by an insurance carrier.

Employees may purchase additional life insurance subject to any conditions established by the carrier. Payment shall be by payroll deduction. The additional insurance must be purchased in units of \$10,000 up to a maximum of \$50,000. There must be minimal participation of 60% of the unit to effectuate this provision.

Section 9.2 Long Term Disability: Each employee who is eligible for benefits is eligible to participate in the long term disability insurance program provided by the employer. The employer pays the full monthly premium for such coverage. An employee may not use sick leave for any day of absence which he/she is eligible for long term disability insurance benefits. It is understood that the school district's only obligation is to purchase an insurance policy and pay such amounts as agreed to herein and no claim shall be made against the school district as a result of a denial of insurance benefits by an insurance carrier. The District will pay the first \$500 (or full premium if less than \$500) of the monthly health insurance premium for LTD recipients during the period of disability, but for no more than 17 months.

Section 9.3 Worker's Compensation: A clerical employee shall have the right to supplement worker's compensation with accumulative leave up to an amount not in excess of the employees salary. Net salary is defined as gross salary minus social security, public employees retirement, state income withholding tax and federal income withholding tax.

Section 9.4 Health and Hospitalization and Dental Insurance:

Section 9.41 Full Time Employees: A full time employee is defined as an employee who works 40 hours a week for (52) regular work weeks and who qualifies and is enrolled in the school district's health and hospitalization and dental plans.

Section 9.42 Eligibility - Part Time Employees: Any employee who is employed twenty-five (25) hours per week but less than forty (40) hours per week and who qualifies and is enrolled in the school district's group health and hospitalization and dental plans.

Section 9.43 Eligibility: Employees working more than 215 days but less than 260 days (or 12 – month).

Employees who are participating in the District's hospital/medical and/or dental program shall be eligible for the appropriate District contribution for all days so employed. For those less than 215 but 180 or greater ten (10) months of insurance will be given. For those 215 or greater the following formula will be used.

$$\frac{260 \text{ days}}{365 \text{ days}} = 1.4 \text{ calendar days of insurance per day worked}$$

The days of insurance proration for all less than twelve (12) month employees will begin September 1. The employee is responsible for the entire payment when the insurance proration has ended.

Section 9.44 District Health Insurance Contributions

The school district shall contribute a sum not to exceed the amounts specified below as follows for dependent or individual coverage for each full time clerical employee and a sum not to exceed the premium paid by the District for full time employees for ten (10) month forty (40) hour per week hourly employees for the months employed who are eligible for and enrolled in the District's group health and hospitalization plan:

Effective: July 1, 2007 – July 31, 2008

Dependent coverage	\$792.41 per month
Individual coverage	\$356.26 per month

Effective:

	<u>Aug. 1, 2008 – Sept. 30, 2008</u>	<u>October 1, 2008</u>
Dependent coverage	\$847.68 per month	\$902.95 per month
Individual coverage	\$390.48 per month	\$424.69 per month

Effective October 1, 2008, any member of this group qualifying for health and hospitalization insurance coverage by this agreement whose spouse is also a district employee qualifying for health and hospitalization insurance shall qualify for one (1) family triple gold insurance premium paid by the district (not to exceed the amount of the two (2) individual family policies for which the two (2) employees are qualified.)

The school district shall contribute a sum not to exceed seventy-five percent (75%) per month for the months employed for family coverage or for individual coverage for each part-time hourly employee.

Failure to make the employee's insurance contribution will cause such person to lose the right to this benefit as described in this section.

Employees that are responsible for paying all or part of the summer premiums shall pay either by submitting a check to the District Human Resources Office by the 1st of each month or they may have summer premiums prorated from October through June 15 or October through August paychecks. Requests for this option must be in the Human Resources Office no later than September 15.

Section 9.45 Claims Against the School District: It is understood that the School District's only obligation is to purchase an insurance policy and pay such amounts as agreed to herein and no claim shall be made against the School District as a result of a denial of insurance benefits by an insurance carrier.

Section 9.46 Duration of Insurance Contribution: An employee is eligible for School District contribution as provided in this Article as long as the employee is employed by the School District. Upon termination of employment, all District contribution shall cease.

Section 9.47 District Dental Insurance Contribution: The District will contribute a sum not to exceed \$63.75

for dependent coverage and \$ 22.80 for individual coverage per month for each full-time clerical employee and a sum not to exceed the premium paid by the District for full time employees for ten (10) month forty (40) hour per week hourly employees for the months employed who are eligible for and enrolled in the District's Standard Group Dental Plan.

The school district shall contribute a sum not to exceed seventy-five percent (75%) per month for the months employed for family coverage or for individual coverage for each part-time hourly employee.

Section 9.48 Hospital/Medical Insurance for Retirees from the Staff: Retirees of the Clerical unit who are actively employed by the school District in the school year immediately preceding his/her retirement, shall have the right to continue hospitalization and medical insurance coverage as provided in the District's current group policy at their own expense, for themselves and their dependents as defined by the group policy. Retirees maintaining or continuing coverage shall be eligible to continue coverage at their own expense until age 65 or Medicare eligibility whichever comes first.

ARTICLE X RETIREMENT

Section 10.1 Retirement: Every employee shall be retired in accordance with applicable state and federal law.

Section 10.2 Wellness Buy Back/Severance: At retirement, accrued accumulative leave shall be purchased as wellness buy back by the District based on the following formula:

Basic daily rate of pay times the number of accrued accumulative leave days times years of service as set forth below.

The compensation to be paid each eligible employee shall be the product of the number of accrued accumulative leave days (up to one hundred (100)) times the average daily rate of pay times the years of service formula. The percentage determined by the employees years of service on his/her last day of employment.

15 full years of service	30%
20 full years of service	40%
25 full years of service	50%
30 full years of service	60%

The school district shall contribute into the retiring employees Health Care Savings Plan (MSRS) account, within sixty (60) days of retirement, the amount equal to the value of the employee's eligible retirement pay. Payment will be made directly into a HCSP through the Minnesota State Retirement System, unless the employee completes and qualifies for a waiver of participation based on the health care savings plan criteria. This fully executed waiver must be presented to the District two (2) months in advance of the employee's retirement date. If proper waiver documentation is presented, the School District will disperse the eligible balance in one lump sum directly to the employee within sixty (60) days of retirement.

If an employee dies prior to submitting a written resignation to the District, the estate shall not be eligible for this benefit. If an employee dies subsequent to submitting a written resignation to the District, any unpaid wellness buy back shall be paid to the estate, if all other conditions have been met.

ARTICLE XI MISCELLANEOUS

Section 11.1 Inclement Weather Absences: Employees are not expected to report for work when school is called off because of inclement weather or emergency closings. The employee shall have the option to use a paid leave day (i.e. sick leave, discretionary leave, personal leave, vacation).

In the event an employee is unable to report for work as a result of inclement weather or impassable roads or as a result of other similar conditions when buildings are closed, the employee will receive the appropriate paid leave day deduction.

Employees requesting to start at a later time due to late starts or leave when schools have early dismissal, due to inclement weather or emergencies, will receive the appropriate paid leave day deduction, after receiving

administrative approval.

Section 11.2 Mileage Reimbursement: The employees in this unit who may be required to use their own automobiles in the performance of their duties will be reimbursed for all such travel. Reimbursement shall be at the standard district rate.

ARTICLE XII GRIEVANCE AND ARBITRATION

The following shall govern the handling of grievances between St. Cloud Area School District 742, St. Cloud, Minnesota and the Secretarial/Clerical staff in it's employ.

Section 12.1 Definitions:

Grievance: Grievance shall be construed to mean any dispute arising between the school district and one (1) or more of it's Secretarial/Clerical employees as to the interpretation or application of any term or terms of this Agreement.

Days: "Days" mean working days excluding Saturday, Sunday, and legal holidays as defined by Minnesota Statutes.

Reduced to Writing: "Reduced to Writing" means a concise statement outlining the nature of the grievance, the provision(s) of the agreement in dispute, and the relief requested.

Answer: "Answer" means a concise response outlining the employers position on the alleged grievance.

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

Section 12.2 Level I: Within ten (10) days of the occurrence of the incident which gave rise to the grievance. The grievance shall be brought to the attention of the employee's immediate supervisor and will attempt through informal discussion to resolve the issue. The immediate supervisor shall give a written decision on the grievance to the party involved within ten (10) days after meeting with the grievant.

Section 12.3 Level II:

- A. In the event such grievance is not satisfactorily settled within the time and as specified in Level I hereinbefore stated, then and in such event the person asserting the grievance may, within ten (10) days after the expiration of the time specified in Level I reduce such alleged grievance to writing, which shall specifically set forth the nature and character of the alleged grievance and the name of the person or persons involved in the relief requested, and shall be presented to the Executive Director of Human Resources.
- B. Upon receipt of the statement of grievance as provided in A, the Executive Director of Human Resources shall respond in writing within ten (10) days.

Section 12.4 Level III:

- A. In the event such alleged grievance is not settled within the time and as specified in Level II hereinbefore stated, there and in such event the grievant may, within ten (10) days after the expiration of the time specified in Level II, present the matter for consideration as provided in Level III, B, hereinafter stated, by delivering a copy of such alleged grievance, together with a statement of the inability of the Executive Director of Human Resources to settle such alleged grievance to the superintendent or his/her designee.
- B. The grievant and the superintendent or his/her designee shall thereupon agree upon a time mutually satisfactory for the consideration of such alleged grievance. The superintendent or his/her designee shall within ten (10) days after such consideration answer such alleged grievance.

Section 12.5 Level IV:

- A. In the event such alleged grievance is not settled as is provided in Level III, the superintendent or his/her designee shall make a report to the Board of the school district, within ten (10) days after the expiration of the time specified in Level III. The Board shall further consider such alleged grievance, and shall issue its decision to the parties involved.

In the taking of any of the steps provided in Level I, II, III, and IV inclusive, for the adjustment of such alleged grievance, either party to the dispute may, in presenting such dispute, call any person or persons, having knowledge, he may choose.

School Board Review: The school board reserves the right to review any decision issued under Level I, Level II, or Level III of this procedure provided the school board 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 board reviews a grievance under this section, the school board reserves the right to reverse or modify such decision.

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

Section 12.6 Level V:

- A. In the event such alleged grievance is not settled as is provided in Levels I, II, III, and IV, either party may request the services of a mediator by making such requests in writing to the Commissioner of Mediation Services (and a copy to the School Board) within ten (10) days of the expiration of the time specified in Level IV.
- B. If in the opinion of both parties, Mediation will not produce a meaningful settlement of the alleged grievance, Level V may be disregarded. Written consent for such action by both parties must be obtained and copies distributed to each concerned party. Such written consent must be obtained within five (5) days of the expiration of Level IV.

Section 12.7 Level VI:

- A. In the event that such alleged grievance is not settled in Level V hereinbefore stated, either party may request arbitration. To do so, the written request must be filed in the superintendent's office not later than ten (10) days following the decision of Level V above.

The parties, by mutual written agreement, may waive any step and extend any time limits in a grievance procedure. However, failure to adhere to the time limits may result in a forfeit of the grievance.

Section 12.8 Arbitration: Upon the proper submission of a request to arbitrate as specified in the grievance procedure, the parties shall adhere to the terms and conditions of this procedure:

1. Select an Arbitrator: Within ten (10) days after the request to arbitrate, the parties shall attempt to agree upon the selection of an arbitrator. If no agreement is reached with the time limit set forth, either party may request the State Bureau of Mediation Services to appoint an arbitrator, providing such a request be made within twenty (20) days of the request to arbitrate. The request shall ask that the appointment be made within twenty (20) days of said request.
2. Submit Grievance Information: Upon notification of the selection of an arbitrator, the appealing party shall, within five (5) days, forward to the arbitrator (with a copy to the school board) the complete documentation of the grievance. The school board may make a similar presentation before or at the time of the hearing.
3. Hearing: The grievance shall be heard by one (1) arbitrator. Both parties may be represented by such person or persons as they designate. The parties shall have the right to have a hearing at which they both will have the opportunity to submit evidence, offer testimony, and make written or oral arguments relating to the issues before the arbitrator. This proceeding shall not be denovo.

4. **Decision:** The decision shall be rendered within twenty (20) days after the close of the hearing. The decisions of the arbitrator shall be final and binding upon both parties, subject to the limitations on such decisions by P.E.L.R.A. The arbitrator shall issue a written decision and order including findings of fact.
5. **Expenses:** Each party shall bear its own expenses relating to the representative of each party, witnesses, and other expenses incurred in connection with the hearing at the request of either party. The fees and expenses of the arbitrator shall be equally divided by both parties. A transcript of the proceedings will be made on request of either party, but a party requesting a copy must pay for it.
6. **Jurisdiction:** Any grievance which has not been first duly processed in accordance with the grievance procedure shall be outside the jurisdiction of the arbitrator. The jurisdiction of the arbitrator shall not extend to proposed changes in terms and conditions of employment; nor shall the jurisdiction of the arbitrator extend to matters of inherent managerial rights.

ARTICLE XIII PUBLIC OBLIGATION

The parties mutually recognize that their first obligation is to the public and that the right of students and residents of the school district to the continuous and uninterrupted operation of the school is of paramount importance.

The exclusive representative agrees, therefore, that during the term of this contract neither the exclusive representative nor any individual employee shall engage in any strike as defined by the P.E.L.R.A. The parties agree that procedure affecting this Article is provided for under P.E.L.R.A. and, therefore, shall not be subject to the grievance or arbitration procedure.

ARTICLE XIV LAYOFFS AND VACANCIES

Section 14.1 Layoffs and Vacancies: For purposes of this article, the following classifications are recognized and listed from highest to lowest:

- 1) Administrative Secretary - Level A (12 month)
- 2) Administrative Secretary – Level A (10 month)
- 3) Secretary/Bookkeeper II - Level A (12 month)
- 4) Secretary/Bookkeeper II – Level A (10 month)
- 5) Secretary/Bookkeeper II - Level B (12 month)
- 6) Secretary/Bookkeeper II – Level B (10 month)
- 7) Secretary Bookkeeper II (12 month)
- 8) Secretary Bookkeeper II (10 month)
- 9) Clerk Typist II/Bookkeeper I (12 month)
- 10) Clerk Typist II/Bookkeeper I (10 month)
- 11) Hourly Clerical Secretary Bookkeeper II Level B (10 month)
- 12) Hourly Clerical Secretary Bookkeeper II (12month)
- 13) Hourly Clerical Secretary Bookkeeper II (10month)
- 14) Hourly Clerical Clerk Typist II/Bookkeeper I (12 month)
- 15) Hourly Clerical Clerk Typist II/Bookkeeper I (10 month)

Section 14.2 Layoff and Recall: Before any position elimination and/or bumping takes place, the District and Union will meet to review the procedure for implementing this language in light of the specific circumstances. In the event of a layoff by reason of abolition of position, shortage of work for funds or other reasons outside the control of the employer, employees in this unit will be subject to the following:

1. A specific position will be discontinued by the unit administrator.
2. The persons in the discontinued position will be placed on layoff.

3. Laid off employees shall have the following rights and obligations:
 - a) Shall be able to displace the least senior person in the same classification.
 - b) Shall be able to displace the least senior person in any lower classification in which the employee has seniority and is qualified. A ten (10) month position can only bump another ten (10) month position or less.
 - c) May accept the layoff subject to recall to a position of like status and pay. Refusal to accept such position results in a forfeiture of seniority rights.
 - d) May accept an open position of lesser status and pay. Refusal shall not result in loss of seniority rights.
 - e) May apply for any open position. Written application must be received in the Personnel Office within fourteen (14) calendar days of the posting date when school is not in session and five (5) working days of the posting date when school is in session.
 - f) Must advise the district of any change in address in order to be notified of job openings for which he/she may be qualified.
4. Copies of notices to employees being laid off shall be sent to the union.
5. All positions will be posted. Job postings will be sent by mail to persons on layoff list or will be notified by personal delivery.
6. No new employee shall be employed by the district to work in any classification while qualified employees are laid off.
7. Employees on layoff shall retain re-employment rights for a period of eighteen (18) months from the date of layoff.
8. The district will establish and maintain seniority lists by the classification listed in Section 14.1.
9. The most senior qualified applicant shall be awarded the position.
10. Like status and pay shall mean employment in the classification from which the employee was laid off at an equal or greater number of hours.
11. The district will give two weeks notice to employees who are laid off.

Section 14.3 Reduction of Hours:

When a reduction of a position results in a benefit change, the options of the employee will be:

- a) Layoff
- b) Accept reduction
- c) Bump least senior member of their classification with same benefit level or less (lower category)

Section 14.4 Seniority Posting: By November 1, of each year, or as soon thereafter as practicable, the District will cause a seniority list to be prepared from its records. It will post such lists in an official place in each school building of the District.

Any employee whose name appears on such seniority lists and who disagrees with the findings of the District will have twenty (20) working days from the date of posting, to supply written documentation or proof to the District supporting his/her areas of disagreement.

Within twenty (20) working days thereafter, the District will evaluate any and all such written communications regarding the order of seniority contained in said lists and may make appropriate changes. Final seniority lists will be prepared and posted by the District. The Union may challenge the final seniority lists by filing a grievance.

In absence of a grievance filed within twenty (20) working days from the date of posting of the amended lists, the posted seniority lists will be conclusively deemed to be correct.

Each year the District will cause such seniority lists to be updated to reflect any addition of new employees or deletion of employees caused by retirement, death, resignation or other cessation of services. Such yearly revised lists will govern seniority until revised.

Seniority shall begin with the first day of employment in the bargaining unit. No seniority can be carried from one unit to another.

Section 14.5 Vacancies: When a vacancy exists within this bargaining unit it shall be posted. The posting will include minimum qualifications for the position (Clerk Typist, Bookkeeper, Secretary and Administrative Secretary and will be distributed to each building in the District. To be considered for a posted position an employee must write a letter indicating his/her interest in the posted position and submit it to the Human Resources Office prior to the posting deadline date. First consideration will be given to applicants from within the bargaining unit who are qualified for the position. The employer shall make the final selection from all candidates based on ability, preparation and past performance. If two or more of said candidates are determined by the employer to be essentially equal in ability, preparation and past performance, the candidate having the greatest seniority shall be selected. Senior employees not selected will be provided the reason(s) in writing by the responsible administrator with a copy to the Human Resources Office. Upon filling a vacancy the Human Resources Office will provide to the unit steward the names of all senior internal applicants that were bypassed within the bargaining unit for said vacancy provided affected unit members have approved.

ARTICLE XV WELLNESS PAY

Section 15.1 Wellness Pay: Clerical employees who have accrued more than sixty (60) days of accumulative leave may be paid thirty percent (30%) of his/her days salary for each day in excess of sixty (60). Employees may opt to take vacation days in lieu of wellness pay at the rate of one vacation day for each three (3) days of earned accumulative leave. All employees wishing to exercise this option must submit their request in writing to the Human Resources Office. Sections 7.2 and 7.3 shall control use of vacation.

Clerical employees may choose to accrue accumulative leave up to one hundred (100) days. These requests must be submitted in writing to the Human Resources Office by June 10.

ARTICLE XVI TAX SHELTERED ANNUITY

Members of the Clerical Bargaining Unit will be eligible to participate in a tax sheltered annuity plan with vendors approved by the District, pursuant to Minnesota Statutes Section 365.24 and the Internal revenue Code .26. U.S.C. 403(b). Vendors can only be changed once per year in August. Members of this unit wishing to participate must contact the Human Resources office by June 30th Beginning July 1, 2005, the School District will match each participating clerical member's; contribution to such annuity as set forth in the following table for a lifetime cap of \$6,975.00.

<u>Years of service in District</u>		<u>TOTAL</u>
0-3	No Match	
4-8	\$275.00	\$1,375.00
9-15	\$300.00	\$2,100.00
16-26+	\$350.00	<u>\$3,500.00</u>
		\$6,975.00

Upon an employee's retirement, the total amount of the District matching contribution of the 403(b) annuity account shall be deducted from any wellness buy back obligation entitlement. If the total amount of the District matching contribution to a participating employee's 403(b) annuity account is more than he/she would have received in wellness buy back under the Master Agreement, the employee shall not be entitled to receive any wellness buy back.

There will be one (1) time election at the employee's discretion. An employee must be eligible for benefits to qualify for this tax sheltered annuity. Also, an employee receiving this tax sheltered annuity must elect one hundred (100) days of accumulative leave.

ARTICLE XVII ELIGIBLE EMPLOYEES

Section 17.1 Eligible Employees: An employee who terminates employment with the district prior to the date a new negotiated agreement is reached shall not be entitled to the benefits of the new agreement except that an earned increment will be paid at the time of termination.

ARTICLE XVIII DURATION

Section 18.1 Term and Reopening Negotiations: This agreement shall remain in full force and effect for a period commencing on July 1, 2007, through June 30, 2009, and thereafter until modifications are made pursuant to the P.E.L.R.A. If either party desires to modify or amend this Agreement commencing at its expiration, it shall give written notice of such intent no later than 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 the Agreement.

Section 18.2 Effect: This Agreement constitutes the full and complete Agreement between the school board 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 18.3 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.

MEDICAL	Base Yr		Aug-Sep 06		Base Yr		Oct-May 07		Current Yr		Aug-Apr 07		New		May 08		New		Aug-Sep 08		Projected		Oct-May 09	
	FTE	Rate	Premium	FTE	Rate	Premium	FTE	Rate	Premium	FTE	Rate	Premium	FTE	Rate	Premium	FTE	Rate	Premium	FTE	Rate	Premium	FTE	Rate	Premium
Double Gold																								
BCBS Family	1	754.68	1,509.36	1	792.41	6,339.28		792.41			792.41		792.41			847.68				902.95				
BCBS Single	1	339.30	678.60	1	356.26	2,850.08	1	356.26	3,206.34	1	356.26	356.26	1	390.48	780.96	1	390.48	780.96	1	424.69	3,397.52			
BCBS EME	1	610.00	1,220.00	1	639.50	5,116.00	1	639.50	5,755.50	1	746.75	746.75	1	746.75	1,493.50	1	709.78	5,678.24						
BCBS P/T Fam		566.01			594.31			594.31			594.31			594.31			594.31			677.21				
BCBS P/T Single		254.48			267.20			267.20			267.20			267.20			318.52			318.52				
Triple Gold																								
BCBS Family	8	754.68	12,074.88	8	792.41	50,714.24	8	792.41	57,053.52	8	792.41	6,339.28	8	847.68	13,562.88	8	902.95	57,788.80						
BCBS Single	1	339.30	678.60	1	356.26	2,850.08	1	356.26	3,206.34	1	356.26	356.26	1	390.48	780.96	1	424.69	3,397.52						
BCBS EME		524.00			549.00			549.00			645.96			645.25			709.78			709.78				
BCBS P/T Fam	1	566.01	1,132.02	1	594.31	4,754.46	1	594.31	5,348.77	1	594.31	594.31	1	594.31	1,188.62	1	677.21	5,417.70						
BCBS P/T Single		254.48			267.20			267.20			267.20			267.20			318.52			318.52				
BCBS Deductable																								
BCBS Family		754.68			792.41			792.41			792.41			847.68			902.95			902.95				
BCBS Single		339.30			356.26			356.26			356.26			390.48			424.69			424.69				
BCBS P/T Fam		566.01			594.31			594.31			594.31			594.31			677.21			677.21				
BCBS P/T Single		254.48			267.20			267.20			267.20			267.20			318.52			318.52				
HP Open Access																								
H P Family	1	754.68	1,509.36	1	792.41	6,339.28	1	792.41	7,131.69	1	792.41	792.41	1	847.68	1,695.36	1	902.95	7,223.60						
H P Single	1	339.30	678.60	1	356.26	2,850.08	1	356.26	3,206.34	1	356.26	356.26	1	390.48	780.96	1	424.69	3,397.52						
H P P/T Family	2	566.01	2,264.04	2	594.31	9,508.92	2	594.31	10,697.54	2	594.31	1,188.62	2	594.31	2,377.23	2	677.21	10,835.40						
H P P/T Single		254.48			267.20			267.20			267.20			267.20			318.52			318.52				
H P Primary Care																								
H P Family		754.68			792.41			792.41			792.41			847.68			902.95			902.95				
H P Single	1	339.30	678.60	1	356.26	2,850.08	1	356.26	3,206.34	1	356.26	356.26	1	390.48	780.96	1	424.69	3,397.52						
H P P/T Family		566.01			594.31			594.31			594.31			594.31			677.21			677.21				
H P P/T Single		254.48			267.20			267.20			267.20			267.20			318.52			318.52				
H P Deductable																								
H P Family		754.68			792.41			792.41			792.41			847.68			902.95			902.95				
H P Single		339.30			356.26			356.26			356.26			390.48			424.69			424.69				
H P P/T Family		566.01			594.31			594.31			594.31			594.31			677.21			677.21				
H P P/T Single		254.48			267.20			267.20			267.20			267.20			318.52			318.52				
Total	18		22,424.06	18		94,172.50	17		98,812.37	17		11,086.40	17		23,441.43	17		100,533.82						

07-08 Health Prem Total 109,899

08-09 Health Prem Total 123,975

2Yr Health Prem Total 233,874

Dental	Current		06-07		New		07-08		Projected		08-09	
	FTE	Rate	Premium	FTE	Rate	Premium	FTE	Rate	Premium	FTE	Rate	Premium
Delta Family	8	63.75	5,100.00	7	63.75	4,462.50	7	63.75	4,462.50			
Delta Single	2	22.80	456.00	2	22.80	456.00	2	22.80	456.00			
Delta Family P/T	3	47.81	1,434.38	3	47.81	1,434.38	3	47.81	1,434.38			
Delta Single P/T		17.10			17.10			17.10				
TOTAL	13		6,990	12		6,353	12		6,353			

07-08 Dental Prem Total 6,353

08-09 Dental Prem Total 6,353

2Yr Dental Prem Total 12,706

MEDICAL	Base Yr		Jul-Sep 06		Base Yr		Oct-Jun 07		Current Yr		Jul-Jun 08		Current Yr		Jul '08		New		Aug-Sep 08		Projected		Oct-Jun 09	
	FTE	Rate	Premium	FTE	Rate	Premium	FTE	Rate	Premium	FTE	Rate	Premium	FTE	Rate	Premium	FTE	Rate	Premium	FTE	Rate	Premium	FTE	Rate	Premium
Double Gold																								
BCBS Family		754.68			792.41				792.41				792.41				847.68				902.95			
BCBS Single	1	339.30	1,017.90	1	356.26	3,206.34			356.26				356.26				390.48				424.69			
BCBS P/T Fam		566.01			594.31				594.31				594.31				635.76				677.21			
BCBS P/T Single		254.48			267.20				267.20				267.20				292.86				318.52			
Triple Gold																								
BCBS Family	9	754.68	20,376.36	9	792.41	64,185.21	10	792.41	95,089.20	10	792.41	7,924.10	10	847.68	16,953.60	10	902.95	81,265.50						
BCBS Single	6	339.30	6,107.40	6	356.26	19,238.04	7	356.26	29,925.84	7	356.26	2,493.82	7	390.48	5,466.72	7	424.69	26,755.47						
BCBS EME		524.00			549.00				549.00				549.00				645.25				709.78			
BCBS P/T Fam		566.01			594.31				594.31				594.31				635.76				677.21			
BCBS P/T Single	1	254.48	763.43	1	267.20	2,404.76	1	267.20	3,206.34	1	267.20	267.20	1	292.86	585.72	1	318.52	2,866.66						
BCBS Deductable																								
BCBS Family		754.68			792.41				792.41				792.41				847.68				902.95			
BCBS Single		339.30			356.26				356.26				356.26				390.48				424.69			
BCBS P/T Fam		566.01			594.31				594.31				594.31				635.76				677.21			
BCBS P/T Single		254.48			267.20				267.20				267.20				292.86				318.52			
HP Open Access																								
H P Family		754.68			792.41				792.41				792.41				847.68				902.95			
H P Single	4	339.30	4,071.60	4	356.26	12,825.36	4	356.26	17,100.48	4	356.26	1,425.04	4	390.48	3,123.84	4	424.69	15,288.84						
HP EME	2	538.56	3,231.36	2	572.48	10,304.64	2	572.48	13,739.52	2	572.48	1,144.96	2	697.90	2,791.60	2	709.78	12,776.04						
H P P/T Family		566.01			594.31				594.31				594.31				635.76				677.21			
H P P/T Single		254.48			267.20				267.20				267.20				292.86				318.52			
H P Primary Care																								
H P Family		754.68			792.41				792.41				792.41				847.68				902.95			
H P Single		339.30			356.26				356.26				356.26				390.48				424.69			
H P P/T Family		566.01			594.31				594.31				594.31				635.76				677.21			
H P P/T Single		254.48			267.20				267.20				267.20				292.86				318.52			
H P Deductable																								
H P Family	1	754.68	2,264.04	1	792.41	7,131.69	1	792.41	9,508.92	1	792.41	792.41	1	847.68	1,695.36	1	902.95	8,126.55						
H P Single		339.30			356.26				356.26				356.26				390.48				424.69			
H P P/T Family		566.01			594.31				594.31				594.31				635.76				677.21			
H P P/T Single		254.48			267.20				267.20				267.20				292.86				318.52			
Total	24		37,832.09	24		119,296.04	25		168,570.30	25		14,047.53	25		30,616.84	25		147,079.06						

07-08 Health Prem

Total 168,570

08-09 Health Prem

Total 191,743

2Yr Health Prem Total 360,314

Dental	Current		06-07		New		07-08		Projected		08-09	
	FTE	Rate	Premium	FTE	Rate	Premium	FTE	Rate	Premium	FTE	Rate	Premium
Delta Family	19	63.75	14,535.00	20	63.75	15,300.00	20	63.75	15,300.00			
Delta Single	4	22.80	1,094.40	3	22.80	820.80	3	22.80	820.80			
Delta Family P/T	1	47.81	573.75	1	47.81	573.75	1	47.81	573.75			
Delta Single P/T		17.10			17.10			17.10				
TOTAL	24		16,203	24		16,695	24		16,695			

07-08 Dental Prem

Total 16,695

08-09 Dental Prem

Total 16,695

2Yr Dental Prem Total 33,389

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

For School Service Employees Local 284

450 Southview Blvd
So. St Paul, MN 55075

Steward

Union Representative

Dated this ____ day of
_____, 2008.

For St. Cloud Area School District 742

1000 44th Avenue North, Suite 100
St. Cloud, MN 56303

Chairperson

Clerk

Chief Board Negotiator

Dated this ____ day of
_____, 2008.

**Discretionary Leave 2007-2009
Agreement between the Ten (10) Month Clerical and District 742 Schools
Memorandum of Understanding (2007-2009)**

Number of Discretionary Days

- Discretionary days for employees in participating groups will be six (6) days per employee.

Use of Discretionary Days

- Discretionary leave takes the place of all short-term leaves.
- All discretionary leaves must be earned prior to use and will be deducted from accumulative leave.
- No discretionary leave days in excess of the employee’s maximum of six (6) days will be granted.
- A three (3) day notice is required – except in cases of emergency.
- Discretionary leave will be used in $\frac{1}{4}$ day increments.
- Consecutive use of three (3) days will be allowed. Over three (3) consecutive days will be 2-for-1 deducted from accumulative leave (for example: six (6) consecutive discretionary leave days = nine (9) accumulative leave days). Ten (10) month clerical can take up to five (5) consecutive discretionary days without penalty, provided days for (4) and five (5) are non-student contract days and administrator approval is granted.
- The first two (2) days per year of bereavement will be discretionary (and deducted from accumulative leave) except for immediate family as defined by individual contract. After those two (2) days have been used the remainder of time off for bereavement will be deducted from accumulative leave.
- Discretionary days will not carry over to consecutive years and therefore, will not be able to be accrued.
- Day before and after major breaks in December, Mid-Winter and Spring, will be 2-for-1 deducted from accumulative leave.

Limits:

Clerical

1 member or 20% of unit staff per
building/site – whichever is greater

_____	_____
For the District	For the Clerical Union
Date	Date

MEMORANDUM OF UNDERSTANDING

2008-2009 One-Time Payment of Unrestricted State Revenue

This agreement between the Saint Cloud Clerical Employee Group and District 742 outlines the parameters for a one-time payment of unrestricted state revenue for the 2008-2009 school year.

Eligibility

Members of this bargaining unit who are participating in medical health coverage on July 1, 2008, excluding employees who utilized EME dependent insurance coverage.

Payment

The total amount of \$7,500 (3% of \$250,000), one-time payment of unrestricted state revenue to be disbursed equally in a separate payment to eligible members.

Effective Date

Eligible member will receive as specified in a separate payment a one-time payment of unrestricted state revenue on October 15th, 2008.

(THIS MOU SHALL NOT APPLY TO MONIES MADE AVAILABLE FOR TRANSFER FROM THE CAPITAL FUND)

For the District Date

For the Clerical Union Date