

AGREEMENT

between

**ST CLOUD AREA SCHOOL DISTRICT 742
ST CLOUD, MINNESOTA**

and

**AMERICAN FEDERATION OF STATE
COUNTY AND MUNICIPAL EMPLOYEES
AFL-CIO LOCAL UNION #748**

EDUCATION INTERPRETERS

2007-2009

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ARTICLE I

PURPOSE

Section 1 Parties: This Agreement is entered into between St. Cloud Area School District 742, St. Cloud, Minnesota, hereinafter referred to as the School District, and the American Federation of State, County and Municipal Employees, Council #65, hereinafter referred to as the Exclusive Representative, pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, as amended, hereinafter referred to as the P.E.L.R.A., to provide the terms and conditions of employment for Educational Interpreters during the duration of this Agreement.

ARTICLE II RECOGNITION OF EXCLUSIVE REPRESENTATIVE

Section 1 Recognition: In accordance with the P.E.L.R.A., the School District recognizes Council #65, American Federation of State, County and Municipal Employees, as the Exclusive Representative for which Exclusive Representative shall have those rights and duties as prescribed by the P.E.L.R.A. and as described in the provisions of the Agreement.

Section 2 Appropriate Unit: The Exclusive Representative shall represent all such Employees of the District contained in the appropriate unit as defined in Article III, Section 2, of this Agreement and the 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.

Section 2 Description of Appropriate Unit: All Educational Interpreters of St. Cloud Area School District 742, St. Cloud, Minnesota, who are public employees within the meaning of Minnesota Statutes 179A.03, Subd. 14, excluding supervisory, confidential and all other employees.

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

Section 4 Permanent Employee: Permanent employees are those who have been employed in a position in this unit for more than sixty seven (67) days in a calendar year and are not substitute employees.

Section 5 Permanent Full Time Employee: Permanent full time employees are those permanent employees who work a forty (40) hour week.

Section 6 Permanent Part time Employee: Permanent part time employees are those

permanent employees who work less than a forty (40) hour week but more than a fourteen (14) hour week.

Section 7 Temporary Employee: Temporary employees are those who are employed less than sixty-seven (67) days in a calendar year.

Section 8 Substitute: Substitute employees are those who are employed to temporarily replace a permanent employee who is on a leave of absence.

ARTICLE IV MANAGEMENT RIGHTS

Section 1 Authority and Power of the Employer: The laws of the State of Minnesota have vested in the Employer the full authority and power to manage, control and direct the operation of the school district, and to adopt, modify or repeal policies, rules and regulations for the district. All such authority and power of the Employer shall continue unimpaired, except as limited by a specific provision of this contract.

Section 2 Provisions Contrary to Law: Any portion of this Contract which violates any provision of the laws of Minnesota or of the United States, or any rules or regulations promulgated thereunder, either now or hereafter, shall be null and void and without force and effect. If any provisions of this Contract or the application of any such provision under any circumstances is held invalid, it shall not affect any other provisions of this contract or the application of such provision under other circumstances. The employer reserves the right to amend any provisions of this contract as necessary to comply with federal or state laws or rules and regulations promulgated thereunder, subject to the grievance procedure.

Section 3 Employee Drug and Alcohol Testing: The School District and the Education Interpreters 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 Education Interpreters 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, 2001. 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 V EMPLOYEE RIGHTS

Section 1 Request for Dues Check-Off: Employees shall have the right to request and be allowed dues check-off for the exclusive representative provided that dues check-off and the proceeds thereof, shall not be allowed any employee organization that has lost its rights to dues check-off pursuant to 179.64 to 179.75 of the P.E.L.R.A of 1971. Upon receipt of a properly executed authorization card of the employee involved, the school district will deduct from the employee's paycheck the dues that the employee has agreed to pay to the employee organization during the period provided in said authorization. Deductions may be terminated only between June 1, and August 15, by the employee by giving written notice to that effect to the Human Resources Office, with a copy to the exclusive representative.

Section 2 Fair Share Fees: In accordance with M.S. 179.65, Subd. 2, as amended, any employee included in the appropriate unit who is fair share fee for services rendered as exclusive representative. The fair share fee for any employee shall be in an amount equal to the regular membership dues of the union, less the cost of benefits financed through the dues and available only to members of the union, but in no event shall the fee exceed eighty-five percent (85%) of the regular membership dues.

The union shall provide written notice of the amount of the fair share fee assessment to the school district and to each employee to be assessed the fair share fee.

A challenge by an employee or by a person aggrieved by the assessment shall be filed in writing with the school district and the union within thirty (30) days after receipt of the written notice. All challenges shall specify those portions of the assessment challenged and the reasons therefore, but the burden of proof relating to the amount of the fair share fee shall be on the union. The employer shall deduct the fee from earnings of the employee and transmit the fee to the union thirty (30) days after the written notice was provided, or, in the event a challenge is filed, the deductions for a fair share fee shall be held in escrow by the employer pending a decision by the BMS or Court. Any fair share challenge shall not be subject to the grievance procedure.

The union hereby warrants and covenants that it will defend, indemnify and save the employer harmless from any and all actions, suits, claims, damages, judgments and executions or other forms of liability, liquidated or unliquidated, which any person may have or claim to have, now or in the future, arising out of or by reason of the deduction of the fair share fee specified by the union as provided herein.

Section 3 Sums Deducted from Salary: The employer shall transmit any sums deducted from an employee's paycheck for membership dues or fair share fees, or any other union and employee approved deduction, along with the list of names for whom deductions were made to the union within forty (40) calendar days of such deduct.

Employees leaving the employment of the district shall pay dues deduction or fair share fees through the last paycheck from the District. Payments missed during the school year

because of short-term absence will be adjusted at the end of the year by notification from the union. Deductions for persons on long-term leaves will be determined at the time of the leave.

Section 4 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 designed to and does not interfere with the full, faithful, and proper performance of the duties of employment or circumvent the rights of the union.

Section 5 Personnel Files: Employees upon written request to the supervisor having custody of the personnel files, shall have the right to review the contents of his/her own personnel file. Employees shall have the right to reproduce any of the contents of the file at his/her own expense. The employee may submit any information in response to material in the file and such information shall become part of the file. This section is subject to the grievance procedure but is not subject to arbitration.

ARTICLE VI RATES OF PAY

Section 1 Wages Commencing July 1, 2007 to June 30, 2009: The wages are reflected in the attached Appendix "A". Permanent employees may elect to receive pay over a twelve (12) month period.

Section 2: The District recognizes the value of staff in-service, and when appropriate as determined by the District, employees will have the option of flexing two (2) of the inservice days mentioned in Article VII–Section 1 for pursuit of continuous education with supervisor/coordinator approval. In addition, each interpreter is entitled to \$100.00 for staff development each school year.

Section 3 Advancement on Salary Schedule: Employees shall advance on the salary schedule according to the periods of service indicated thereon. Anyone employed by the District more than ninety (90) work days in the current year, shall be advanced one step on the salary schedule the following July 1.

Section 4: Credit of three steps on the salary schedule for previous applicable experience may be given only at the time of initial employment. The Employer shall make the determination regarding experience credit.

Section 5 Rest Breaks: Each employee shall be provided with a break of fifteen (15) minutes during each consecutive three hour period of service, not to exceed two (2) fifteen (15) minute breaks per eight (8) hour day, excluding lunch.

Section 6: It is the employer's intent to put all permanent employees in this unit on an hourly fixed schedule. This section is not subject to the grievance process nor arbitration.

Section 7 Job Related Injury: Employees who are injured while on the job and who are authorized by the unit administrator to seek medical attention or respite shall receive full pay for the day of the injury.

ARTICLE VII HOURS AND OVERTIME

Section 1: Interpreters are scheduled to work all school calendar days including workshops and conferences, subject to unforeseen changes in the schedule due to emergencies. Effective for the 2008-2009 school year Interpreters will work 177 days as follows: 172 – student contact days, 2 – parent teacher conference days, 2 – school improvement / staff development days, and 1 – back to school day.

Section 2 Lunch Period: Employees shall be provided an unpaid duty free lunch period which shall not exceed thirty (30) minutes.

Section 3 Overtime: Overtime will be paid at the rate of time and one-half (1½) for all hours worked in excess of forty (40) hours per week. No overtime will be worked without the prior approval of the Coordinator.

Section 4 Field trips: Employees of this unit shall "timecard" all time worked outside of regular duty hours for which they are assigned to work while on a field trip. Employees of this unit shall be paid their regular hourly rate for time beyond the school day while on a field trip.

Section 5 Cancellation of School: If school is cancelled for students by the employer, after school is in session, employees who are scheduled to work and report to work shall be allowed to make-up lost time, if deemed reasonable, provided however, such employees shall be guaranteed two (2) hours of work at their regular rate of pay.

If school is cancelled due to inclement weather, members of this group may take a pay deduction, discretionary leave or make-up their hours (with supervisor approval).

If school is cancelled for students because of a State High School League event, members of this bargaining unit will be allowed to make up lost time, if deemed reasonable by the employer.

Section 6 Summer School: Members of the bargaining unit will be notified of summer school positions by posting and will be hired, if qualified, before considering persons outside of this bargaining unit.

ARTICLE VIII

DISCIPLINE AND DISCHARGE

Section 1 Probationary Period: Every new employee shall serve a probationary period of sixty-seven (67) workdays, 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. The sixty-seven (67) workday probationary period may be extended by mutual agreement between the employer and the union.

Section 2 Disciplinary Action:

- A. An employee shall not be disciplined, reprimanded or reduced in rank or compensation without good and sufficient reasons.
- B. Normally discipline will be prescribed in the following manner as deemed appropriate by the employer:
 - 1. verbal warning
 - 2. written warning
 - 3. temporary suspension with or without pay
 - 4. termination

Extreme circumstances may justify immediate termination.

Section 3 Disciplinary meetings: If a supervisor meets with an employee to discuss possible written reprimand, suspension or discharge, the employee shall be entitled to have a union representative present. The meeting shall be held in a timely manner.

ARTICLE IX ABSENCES

Section 1 Accumulative leave: Accumulative leave is earned by permanent full-time employees at the rate of one (1) day per month and is accumulative, ten (10) days per year, these days will be credited at the beginning of the work year. Permanent part time employees shall receive prorated accumulative leave. When administratively applicable, sick leave may be taken in one-half (2) hour intervals. Routine office visits shall be scheduled out of the normal work hours.

Section 2 Absences: Anticipated absences shall be reported to a designated building Supervisor. Failure to call in with a valid excuse in advance of work period may be cause for dismissal. Three days of continuous unauthorized absence as determined by the Human Resources Office shall be considered voluntary separation.

Section 3 Long-Term Absences: Employees at the discretion of the Employer may be granted up to one (1) year of leave without pay or loss of seniority. Seniority shall accumulate, however, the employee will not receive advancement on the salary schedule while on leave.

The School District's responsibility and rights shall be as follows.

1. Short term absence (up to ninety (90) days). The employee shall be returned to their same position.
2. Long term absence (up to one (1) year). The employee shall be returned to the same or like position.

If the absence extends beyond one year, the School Board 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.

Section 4 Accumulative Leave: Paid accumulative leave requests must be submitted to the Human Resources Office on the timecard within the pay period for which such leave is requested.

Accrual of accumulative leave shall be limited to sixty (60) employee work days. Employees may elect to accrue one hundred (100) days upon written request to the Human Resources Office. Hours accrued in excess of sixty (60) or one hundred (100), if elected, shall be paid off by the District to the employee at a rate of thirty cents (30¢) of their normal hourly rate. Such payment shall be made at the end of the fiscal year. In addition, an employee receiving this tax-sheltered annuity must elect one hundred (100) days of accumulative leave prior to receiving wellness pay.

Section 5 Sick Leave: Leave with pay shall be allowed for absences caused by illness or injury of the Employee or Employee's child or attendance upon a seriously ill spouse. Leave with pay shall be allowed for absences due to life-threatening surgery or serious illness involving the immediate family as defined in Section 6 of this article. Days paid shall be deducted from accumulative leave.

Section 6 Bereavement Leave: Leave with pay shall be allowed for up to five (5) working days in the event of a death in the immediate family of the Employee. Immediate family shall mean the Employee's father, mother, spouse, children, father-in-law, mother-in-law, step parents, step child, brother or sister, grandchild, son-in-law, daughter-in-law, or grandparents. Days paid shall be deducted from accumulative leave.

Section 7 Special Leave: Special leave, not to exceed two days per year, may be granted to bargaining unit members. 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.

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

- A. Matters relating to settlement of an estate in which person has legal interest.
- B. Urgent legal matter.
- C. Pallbearer or attendance at funeral service for persons for whom the staff member feels a moral obligation and which is not covered in other leaves or 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.
- H. Attendance at a game or event at a MSHSL regional or state tournament or MSHSL final competition in which a unit Employee's child is competing.
- I. One day of special leave may be used for personal leave (See Subd. 7.1).

Section 7.1 Personal Leave:

Effective upon ratification, of this agreement, employees shall be allowed one (1) personal leave day to be used at the discretion of the employee. Personal leave days not used in the year they are earned shall accrue to a maximum of three (3). This personal leave day will not be deducted from accumulative leave.

Section 7.2 Sick Leave Bank: The District shall permit interpreters to donate up to three (3) accumulative leave days per year to a colleague who has exhausted sick leave due to a long term illness or disability.

Each donated day shall have a value of 1 for 1 of a sick leave day. In order to be eligible to donate, an interpreter must have at least 45 days of accrued sick leave.

The number of donated sick leave days which an interpreter may receive is limited to the number of days donated, but may not continue beyond the interpreter=s eligibility for long term disability.

The interpreter requesting donated days will apply in writing for those additional days to the District.

Section 8 Wellness Buy Back: 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 employee shall have the option of receiving wellness buy back at retirement:

1. In one lump sum payment within sixty (60) calendar days of termination, or
2. In up to four (4) annual installments beginning with the first regular pay day in January following termination.

The compensation to be paid each eligible employee shall be the product of the number of accrued accumulative leave days (up to sixty (60)) (or one hundred (100) if participating in 403(b)) 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%

If an employee dies prior to the 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.

Upon an employee's retirement, the total amount of the District Matching Contribution to the 403(b) annuity account shall be deducted from any wellness buy back obligation.

Section 9 Jury duty: A leave of absence for jury duty shall be granted to Employee's who are summoned to serve in such a capacity. This leave shall not be deducted from the Employee's accumulative leave.

Employees serving jury duty shall be paid their normal full daily wage less the amount received for jury duty, for each day they would normally be on the job at school.

Section 10 Child Care Leave: Child care leave of up to six (6) months will be granted subject to the following:

1. Request must be made in writing at least ninety (90) calendar days prior to estimated due date.
2. This leave of absence without pay or fringe benefits will not constitute a break in the continued employment (seniority) status of the Employee. FMLA insurance provisions may apply.
3. Upon completion of an approved leave, the Employee will be returning to

his/her position and unused accumulated leave days will be restored.

4. The leave may be extended by mutual agreement.
5. Leave will begin upon home placement of an adopted or foster placement child, or immediately after disability, or at a natural break in the school year prior to the birth or home placement of the child, anytime within the first year of the child's life or at such other date mutually agreed between the employee and the employer.
6. A child care leave may be granted also at the discretion of the Employer to an employee whose child needs special parental attention.

Section 11 Family and Medical Leave Act: Pursuant to the Family and Medical Leave Act, PL 103-3, 1993, an eligible employee working 1080 hours the previous twelve (12) months shall be granted, upon request, a leave up to a total of twelve (12) weeks of unpaid leave per year for a combination of leave situations. Employees may use a total of twelve (12) weeks of leave to care for a child anytime within the first year of the child's life, upon adoption or foster placement of a child or for the employee's own illness, or for the illness of the employee's spouse, parent or child. Any paid or unpaid leave already provided by the employer will be considered part of the twelve (12) weeks noted above.

An employee who is taking leave pursuant to FMLA has the right to continue to receive health and dental benefits from the employer on the same basis as s/he was provided immediately prior to the commencement of the leave of absence.

Section 12 School Conferences and Activities Leave: Minnesota Statute 181.9412 requires an employer to grant an employee unpaid leave up to a total of sixteen (16) hours during any school year to attend school conferences or classroom activities related to the employee's child provided the conferences or classroom activities cannot be scheduled during non-work hours. The employee must provide reasonable notice, if possible, and make a reasonable effort to schedule the leave so as not to disrupt unduly the operation of the employer.

Section 13 Civic Responsibility: The number of days of absence 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 policy and shall be deducted from the Employee's accumulative leave.

Section 14 Worker's Compensation: An employee may use accumulative leave to supplement worker's compensation up to the Employee's net pay.

Section 15 Extended Illness Leave: An extended illness of the Employee leave of up to six (6) months will be granted subject to the following:

1. Prior approval by the District.
2. This leave of absence without pay or fringe benefits will not constitute a break

- in the continued employment (seniority) status of the Employee (FMLA insurance provisions may apply).
3. Upon completion of an approved leave, the Employee will be returned to his/her position and unused accumulated leave days will be restored.
 4. The leave may be extended by mutual agreement.

ARTICLE X GROUP INSURANCE

Section 1 Health and Hospitalization Insurance - Single and Family Coverage:

- A. Full Time Employees: Effective October 1, 2007 the School District shall contribute \$ 672.08 per month toward the premium for specified dependent coverage or \$283.87 per month toward the premium for single coverage for each month worked for all full-time Employees who are qualified for and enrolled in the School District's group health and hospitalization plan. Effective October 1, 2008 the District will contribute \$705.68 per month toward the premium for specified dependent coverage or \$298.06 per month toward the premium for single coverage. Full-time Employees are those who are scheduled to work 40 hours per week.
- B. Part-Time Employees: Effective October 1, 2007 the School District shall contribute \$571.27 per month of the premium specified for part-time Employees toward the premium for dependent coverage and \$212.92 for single coverage for each month worked for all Employees who work 25 or more hours per week but less than full-time, who are qualified for and enrolled in the School District group health and hospitalization plan. Effective October 1, 2008 the District will contribute a sum of \$599.83 per month toward the premium for dependent coverage and \$223.57 per month toward the premium for single coverage.

Section 2 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 3 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 4 Insurance Work Year: For insurance purposes the duration of the work year is September through June.

Section 5 Summer School Employment: Employees who work at least twenty five hours per week as an interpreter during the summer session (excluding summer projects) and have participated in the hospital medical insurance program prior to the summer session shall be eligible to continue coverage with District participation in the premium at the

appropriate proration for both days employed and length of day.

Section 6 Health Maintenance Organization: The District shall contribute a sum not to exceed that paid for single or dependent coverage as specified in the new article paragraph A for Employees enrolled in a prepaid clinic program approved by the District if the individual Employee so elects. The balance of any premium cost shall be borne by the Employee and paid by payroll deduction.

Section 7 Employee Contribution: Any amount in excess of the Employer contribution necessary to pay the full premium shall be paid by Employee through payroll deduction. Employees are responsible for paying the full summer premiums 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. Failure to make the payment will result in the loss of coverage.

Section 8

Any member of the Interpreters= Bargaining 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 family insurance premium paid by the district (not to exceed the amount of the two individual family policies for which the two employees are qualified.)

Section 9 Long Term Disability: Each Employee 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.

Section 10 Life Insurance: The District shall contribute the full monthly premium for \$50,000 life insurance for all bargaining unit Employees employed four (4) full years, and five (5) hours per day in accordance with the coverage in the current insurance policy. An employee will be permitted to purchase up to an additional \$40,000 in \$10,000 increments at their own expense.

Section 11 Dental Insurance: Effective April 1, 2002, respectively, the District will contribute a sum not to exceed \$66.70 per month for each month employed for each full-time eight-hour salaried Employee toward the premium for dependent coverage and \$23.70 for single coverage as eligible and enrolled under the District's standard group dental insurance plan.

Effective April 1, 2002, respectively, the District will contribute a sum not to exceed \$50.03 per month for each month employed for each Employee who works twenty-five (25) hours per week but less than forty (40) hours per week toward the premium for dependent coverage and \$23.70 for single coverage as eligible and enrolled under the District's standard group dental insurance plan.

Employees will have the option of having summer premiums for dental insurance prorated over the school year.

ARTICLE XI HOLIDAYS

Section 1: Employees shall receive paid holidays as follows:

Employees in this unit shall receive Labor Day, Thanksgiving Day, the day following Thanksgiving Day, New Year's Day, President's Day, Easter Monday, and Memorial Day as paid holidays. If school is in session on a paid Holiday the Employer is authorized to name an alternate day as a paid holiday.

In order to receive pay for a holiday the employee must be in payroll status the last scheduled work day preceding and the first scheduled work day succeeding the holiday.

Section 2: Employees working twenty (20) hours or more a week shall be eligible for a paid holiday. (Pay for holidays will be based on their authorized work hours.)

ARTICLE XII SENIORITY

Section 1: Seniority shall be defined as an employee's length of continuous service as a permanent employee with the Employer since the employee's most recent date of employment within this bargaining unit.

Temporary and substitute employees who are employed as permanent employees immediately subsequent to temporary employment in this unit shall have seniority based on their date of employment as a temporary employee.

Section 2: Permanent employees shall acquire seniority upon completion of the probationary period. Upon acquiring seniority, the seniority date shall revert to the first date of service. If more than one employee commences work on the same date, the seniority ranking for such employees shall be determined by the date the NPA arrives at the Human Resources Office, and secondly, the date on the NPA.

Section 3: The Employer shall prepare and post in all buildings seniority lists including seniority within the classification. The list shall be provided to the union. The seniority list shall be updated, posted and sent to the Chapter Union Chairperson by November 1st of each year.

Section 4: An employee shall lose seniority standing through termination of employment or retirement.

Section 5: Any vacancy or newly created position will be posted on the Official Bulletin Board of each building for at least five (5) working days when school is in session and for at least ten (10) working days when school is not in session, and a copy will be sent to the

Chapter Union Chairperson. All interested applicants shall submit their written application within the specified time limits.

Section 6: In the event it becomes necessary to lay off employees, lay offs shall be in inverse order of seniority, provided that all temporary and substitute employees have been laid off first.

Permanent employees shall be recalled from lay off in seniority order. A permanent employee on lay off shall retain seniority and right to recall for a period of twelve (12) calendar months after the date of lay off. Temporary and substitute employees have no recall rights. Employees to be laid off shall be given a thirty (30) calendar day notice of such lay off, except in cases where the students are not available to service. In which case the employer shall provide a 5-working days notice.

Section 7: If the position of a permanent employee in this unit is discontinued, the affected employee shall have the right to displace the least senior employee in the most comparable position in this unit for which s/he is qualified. A comparable position shall mean one which is reasonably equivalent in time. An affected employee must provide a written response to the Human Resources Office within five (5) days after receiving notification of his/her right to a comparable position or forfeit the right to the position.

Section 8: The Employer shall have the right to assign, increase and decrease positions based on the needs of the Employer. Employees whose hours are reduced during the school year, shall have the right to any open position(s) for which they are qualified, based on seniority and shall have the right to displace the least senior employee in the most comparable position for which they are qualified at the beginning of the next school year, based on seniority. An affected employee must provide a written response to the Human Resources Office within five (5) days after receiving notification of his/her right to a comparable position or forfeit the right to the position.

ARTICLE XIII GRIEVANCE AND ARBITRATION

The following shall govern the handling of grievances between St. Cloud Area School District 742, St. Cloud, Minnesota and the unit of interpreters.

Section 1 Definitions:

Grievance: Grievance shall be construed to mean any dispute arising between the School District and one or more of its Employees of said unit as to the interpretation or application of any terms or terms of this Agreement.

Days: Days mean calendar 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 Employer's 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/her behalf.

Information: The District shall provide information necessary to process any grievance.

Section 2 Grievance Procedure:

Level 1:

Any such grievance shall be brought to the attention of the Employee's immediate supervisor within twenty (20) working days after the alleged original occurrence of the grievance or twenty (20) working days after the Employee through the use of reasonable diligence should have had knowledge of the occurrence that gave rise to the grievance. Said immediate Supervisor shall within three working days answer such grievance.

Level 2:

- A. In the event such grievance is not satisfactorily settled within the time and as specified in Level 1, thereinbefore stated, then and in such event the person asserting the grievance, may within five (5) working days after the expiration of the time specified in Level 1 reduce such grievance to writing, which shall specifically set forth the nature and character of the grievance and the name of the person or persons involved and the relief requested, and shall be presented to the unit administrator of the building where the Grievant is employed.
- B. After the presentation of such statement of grievance to the unit Administrator as provided in (a), said Administrator shall within five (5) working days answer such grievance.
- C. Employees shall be allowed to participate in a grievance hearing during the Employee's work day without loss of wages.

Level 3:

- A. In the event such alleged grievance is not settled within the time and as specified in Level 2, thereinbefore stated, then and in such event the grievant may, within five (5) working days after the expiration of the time specified in level 2, present the matter for consideration as provided in level 3, hereinafter stated, by delivering a copy of such grievance, together with a statement of the inability of the unit administrator to settle such grievance to the superintendent or his designee.
- B. The grievant and the superintendent or his designee shall thereupon agree upon a time mutually satisfactory for the consideration of such grievance. The

superintendent or his designee shall within ten (10) working days after such consideration answer such grievance.

Level 4:

In the event such grievance is not settled as is provided in Level 3, the superintendent or his designee shall make a report to the Board for the School District, within ten (10) working days after the expiration of the time specified in Level 3. The Board shall further consider such grievance, and shall issue its decision to the parties involved.

School Board Review: The School Board reserves the right to review any decision issued under Level 1, Level 2, Level 3, Level 4 or Level 5, of this procedure provided the School Board or its representative notifies the parties of its intention to review within ten days after the decision has been rendered. In the event the School Board reviews a grievance under this section, the School Board reserves the right to reverse or modify such decision.

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

Level 5:

In the event such grievance is not settled in Level 4, thereinbefore stated, either party may request mediation. To do so, the written request must be filed in the Superintendent's office not later than ten (10) working days following the decision at Level 4 above.

In taking any of the steps provided in Levels 1,2,3,4, and 5 inclusive, for the adjustment of such grievance, either party to the dispute may, in presenting such dispute, call any person or persons, having knowledge, he may choose.

Level 6:

In the event such grievance is not settled in Level 5, thereinbefore 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) working days following the decision at Level 5 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 3 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:** The Employer and the Exclusive Representative shall endeavor to select a mutually acceptable Arbitrator to hear and decide the grievance. If the Employer and the Exclusive Representative are unable to agree on an Arbitrator within ten (10) days after request for arbitration, they may request from the Director

of the Bureau of Mediation Services, State of Minnesota, a list of five (5) names. The parties shall alternatively strike names from the list of five (5) Arbitrators until only one (1) name remains. The remaining Arbitrator shall hear and decide the grievance.

2. **Hearing:** The grievance shall be heard by one 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.
3. **Decision:** 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. and this agreement.
4. **Expenses:** Each party shall bear its own expenses in connection with arbitration including expenses relating to the party's representatives, which the party incurs in connection with presenting its case in arbitration. 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 the party requesting a copy must pay for it.
5. **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.

Section 4 Reprisals: No reprisals of any kind will be taken by the District or its representatives or by the Union or its representatives against any person or persons because of their involvement in a grievance.

ARTICLE XIV DURATION

Section 1 Term and Reopening Negotiations: This agreement shall remain in full force and effect for a period commencing on July 1, 2007 and 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 pursuant to P.E.L.R.A. Unless otherwise mutually agreed, the parties shall not commence negotiations more than 90 days prior to the expiration of the Agreement.

Section 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 3 Finality: Any matters relating to the terms and conditions of employment shall be open for negotiation during the term of this Agreement only by mutual consent.

Section 4 Eligibility: 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, if consistent with the provisions of the ratified agreement.

Longevity Pay: Employees shall receive longevity pay pursuant to the following schedule:

Additional amount per hour

After:

10 full school years - (first student contact day thru last student contact day) .55
15 full school years - (first student contact day thru last student contact day) .65
20 full school years - (first student contact day thru last student contact day) .75

2007-2008

Step	HOURLY WAGE	NATIONAL CERTIFICATION
Current / New		
1	--	--
2	--	--
3 1	16.71	17.40
4 2	17.24	17.92
5 3	17.79	18.48
6 4	18.38	19.07
7 5	18.72	19.42
8 6	19.09	19.79

2008-2009

Step	HOURLY WAGE	NATIONAL CERTIFICATION
Current / New		
1	--	--
2	--	--
3 1	17.36	18.05
4 2	17.89	18.57
5 3	18.44	19.13
6 4	19.03	19.72
7 5	19.37	20.07
8 6	19.74	20.44

Effective July 1, 1993, employees shall be placed on the wage schedule according to years of service each year thereafter, all employees in this unit will be advanced one (1) step on the appropriate wage schedule (except 1991-92, 1993-94 and 2003-04) provided that they have been employed six (6) months or more by the District in a position in this unit.

Effective with the school years 2001-2003, all members of this bargaining unit must obtain National certification for continued employment in School District 742 unless the State of Minnesota grants a waiver on certificate requirements.

If a district interpreter chooses to interpret for students or non students beyond the school day, excluding field trips the rate of pay will be \$30.00 per hour and will receive a minimum of two (2) hours paid.

If an interpreter attending a required District workshop is requested to interpret for deaf members in attendance they will be compensated an additional amount of pay equal to the \$30.00 rate as stated above.

Appendix B

Tax sheltered Annuity: Members of the Interpreters bargaining unit will be able 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 to be effective September 1. Beginning September 1, 2002 the School District will match each participating Interpreters member=s contribution to such annuity up to a year as set forth in the following table for a lifetime district maximum contribution of \$3,820.00.

Eligibility for the district matching contributions is defined as employees who are beginning their 5th year of service, with time of service measured as the number of years of continuous service with a position covered by this agreement. The district match cannot be accumulated on a year-to-year basis if an employee elects to begin participation after the first year of eligibility.

An employee may elect to contribute more than the district match to the selected program subject to state and federal laws and regulations. The Plan only defines the limits of the district=s participation in selected programs.

Years of Service	Annual District Contribution	Total During Service Bracket
0 to 4 Years	No Contribution	\$0.00
5 to 8 Years	\$135.00	\$540.00
9 to 12 Years	\$170.00	\$680.00
13 to 25+ Years	\$200.00	\$2,600.00
	Lifetime Maximum District Contribution	\$3,820.00

Upon an employee=s retirement, the total amount of the District Matching Contribution to the 403(b) annuity account shall be deducted from any wellness buy back obligation. (Article VIII, Section 8.4). 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 a one-time election at the employee=s discretion. An employee must be eligible for benefits defined as working twenty-five (25) or more hours per week to qualify for this tax-sheltered annuity. In addition, an employee receiving this tax-sheltered annuity must elect 100 days of accumulative leave prior to receiving wellness pay as defined in Article VIII, Section 8.3 of this agreement.

Discretionary Leave 2007-2009

Agreement between the Interpreters and District 742 Schools

Memorandum of Understanding (2007-2009)

Number of Discretionary Days

- Based on 2003-2004 and 2004-2005 the calculated average days of all absences were 5.3 for all listed bargaining groups (total all leaves ÷ employee count June 1, 2004 and June 1, 2005).
- Discretionary days for employees in participating groups will be five (5) days per employee.
- If employee use in the year as measured on June 30, averages below five (5) days, the employees gain one (1) additional day of discretionary leave for a total of six (6) days for the following year.

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.
- 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: five (5) consecutive discretionary leave days = seven (7) accumulative leave days). Any time used over and above the three (3) days will require administrative approval (except Interpreters and Health Paraprofessionals who need approval by the Director of Student Services). Ten (10) month clerical can take up to five (5) consecutive discretionary days without penalty, provided days four (4) and five (5) are non-student contact days and administrator approval is granted.
- No discretionary leave days in excess of the employee's maximum of five (5) days will be granted.
- A three (3) day notice is required – except in cases of emergency.
- 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

MEDICAL	Base Yr Sep 04			Base Yr Oct-Jun 05			Current Yr Sep-Nov 05			New Dec-Jun 06			New Sep		
	FTE	Rate	Premium	FTE	Rate	Premium	FTE	Rate	Premium	FTE	Rate	Premium	FTE	Rate	Premium
Triple Gold															
BCBS Family		569.67	0.00		569.67	0.00		569.67	0.00		603.85	0.00		603.85	0.00
BCBS Single		240.61	0.00		240.61	0.00		240.61	0.00		255.05	0.00		255.05	0.00
BCBS P/T Fam	3	484.22	1,452.66	3	484.22	13,073.94	3	484.22	4,357.98	3	513.27	10,778.67	3	513.27	1,539.81
BCBS P/T Single	5	180.47	902.35	5	180.47	8,121.15	5	180.47	2,707.05	5	191.30	6,695.50	5	191.30	956.50
HP Comp Care															
H P Family		569.67	0.00		569.67	0.00		569.67	0.00		603.85	0.00		603.85	0.00
H P Single		240.61	0.00		240.61	0.00		240.61	0.00		255.05	0.00		255.05	0.00
H P P/T Family		484.22	0.00		484.22	0.00		484.22	0.00		513.27	0.00		513.27	0.00
H P P/T Single		180.47	0.00		180.47	0.00		180.47	0.00		191.30	0.00		191.30	0.00
Total	8		2,355.01	8		21,195.09	8		7,065.03	8		17,474.17	8		2,496.31

05-06 Health Prem
Total 24,539
06-07 Health Prem
Total 26,311
2Yr Health Prem
Total 50,850

Dental	Current 04-05			New 05-06			Projected 06-07		
	FTE	Rate	Premium	FTE	Rate	Premium	FTE	Rate	Premium
Delta Family		66.70	0.00		66.70	0.00		66.70	0.00
Delta Single		23.70	0.00		23.70	0.00		23.70	0.00
Delta Family P/T	3	50.03	1,500.90	3	50.03	1,500.90	3	50.03	1,500.90
Delta Single P/T	6	23.70	1,422.00	6	23.70	1,422.00	6	23.70	1,422.00
TOTAL	9		2,922.90	9		2,922.90	9		2,922.90

05-06 Dental Prem
Total 2,923
06-07 Dental Prem
Total 2,923
2Yr Dental Prem
Total 5,846

STAFF DEVELOPMENT FOR INTERPRETERS
St. Cloud Area School District 742
St. Cloud, Minnesota

Name: _____ Building: _____

School Year: _____

Please complete this form and send it to the Interpreter’s Special Education Supervisor to have workshop pre-approved.

Flexed District Inservice Day for Staff Development (Not to exceed 14 hours)

ACTIVITY TITLE	HOURS	COMPLETION DATE	DATE TO FLEX	PRIOR APPROVAL

Total Hours: _____

Signed: _____ Date: _____

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

For the Union:

For St. Cloud Area School District 742:

Dated this ____ day of
_____ 2007.

Dated this ____ day of
_____ 2007.