

AGREEMENT

Between

INDEPENDENT SCHOOL DISTRICT NO. 659, NORTHFIELD, MINNESOTA,

and

NORTHFIELD PUBLIC SCHOOLS OFFICE EMPLOYEES

For the Period July 1, 2010 to June 30, 2012

ARTICLE I PURPOSE

Section 1. Parties: THIS AGREEMENT is entered into between the School Board of Independent School District No. 659, Northfield, Minnesota, hereinafter referred to as the school district, and the Northfield Public Schools Office Employees, Northfield, Minnesota, hereinafter referred to as exclusive representative, pursuant to and in compliance with the Public Employment Labor Relations Act of 1971 as amended, hereinafter referred to as the P.E.L.R.A., to provide the items and conditions of employment for office personnel during the duration of this agreement.

ARTICLE II RECOGNITION OF EXCLUSIVE REPRESENTATIVE

Section 1. Recognition: In accordance with the P.E.L.R.A., the school district recognizes the Northfield Public Schools Office Employees, as the exclusive representative for office personnel employed by the School Board of Independent School District No. 659, 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 this Agreement.

Section 2. Appropriate Unit: The exclusive representative shall represent all such employees of the district contained in the appropriate unit as defined in Article III, Section 2 of this Agreement and the P.E.L.R.A. and in certification by the Commissioner of Mediation Services, if any.

Section 3. Information: The school district shall provide the exclusive representative with a list that includes the classification and salary schedule placement of all bargaining unit members by October 1 of each year. In addition, the school district shall provide a seniority list of all bargaining unit members with the seniority date being the most recent date of continuous employment in this bargaining unit.

ARTICLE III DEFINITIONS

Section 1. Terms and Conditions of Employment: shall mean the hours of employment, the compensation therefore including fringe benefits except retirement contributions or benefits, and the employer's personnel policies affecting the working conditions of the employee.

Section 2. Description of Appropriate Unit: For purposes of this Agreement, the term Northfield Public Schools Office Employees shall mean all office employees in the appropriate unit employed by the school district in such classifications listed in Appendix "A" excluding the following: confidential employees, supervisory employees, essential employees, part-time employees whose services do not

exceed the lesser of 14 hours per week or 35% of the normal work week in the employees bargaining unit, employees who hold positions of a temporary or seasonal character for a period not in excess of 67 working days in any calendar year and emergency employees.

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

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

ARTICLE IV SCHOOL DISTRICT RIGHTS

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

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

Section 3. 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 State and Federal laws, and by School Board rules, regulations, directives and orders, issued by properly designated officials of the school district. The exclusive representative also recognizes the right, obligation and duty of the School Board and its duly designated officials to promulgate rules, regulations, directives and orders from time to time as deemed necessary by the School Board insofar as such rules, regulations, directives and orders are not inconsistent with the terms of this Agreement and recognizes that the School Board, all employees covered by this Agreement, and all provisions of this Agreement are subject to State and Federal laws. Any provision of this Agreement found to be in violation of any such laws, rules, regulations, directives or orders shall be null and void and without force and effect.

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

ARTICLE V EMPLOYEE RIGHTS

Section 1. Right to Views: Nothing contained in this Agreement shall be construed to limit, impair or affect the right of any employee or his/her 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 2. Right to Join: Employees shall have the right to form and join labor or employee organizations, and shall have the right not to form and join such organizations. Employees in an appropriate unit shall have the right by secret ballot to designate an exclusive representative for the purpose of negotiating grievance procedures and the terms and conditions of employment for employees of such unit with the School Board.

Section 3. Request for Dues 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 any exclusive representative that has lost its rights to dues check off. Upon receipt of the list of employees authorized for dues deduction from the exclusive representative, the school district will deduct from the employee's paycheck the dues that the employee has agreed to pay to the employee organization in twenty (20) installments. Such installments will begin with the first pay period in September.

Section 4. Fair Share Fee: In accordance with M.S. 179.65, Subd. 2, as amended, any employee included in the appropriate unit who is not a member of the exclusive representative may be required by the exclusive representative to contribute a fair share fee for services rendered as exclusive representative. The fair share fee for any employee shall be in an amount equal to the regular membership dues of the exclusive representative, less the cost of benefits financed through the dues and available only to members of the exclusive representative, but in no event shall the fee exceed 85% of the regular membership dues.

The exclusive representative shall provide written notice of the amount of the fair share fee assessment to the Commissioner of the Bureau of Mediation Services, the school district, and to each employee to be assessed the fair share fee. Upon request, 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 assessment shall be filed in writing with the Commissioner of the Bureau of Mediation Services, the school district, and the exclusive representative 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 exclusive representative. The school district 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, or, in the event a challenge is filed, the deductions for fair share fee shall be held in escrow by the school district pending a decision by the Commissioner of the Bureau of Mediation Services or Court. Any fair share challenge shall not be subject to the grievance procedure.

The exclusive representative hereby warrants and covenants that it will defend, indemnify and save the school district harmless from any and all actions, suits, claims, damages, judgments and executions or other forms of liability, liquidated or unliquidated, which any person may have 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 exclusive representative as provided herein.

Section 5. Conducting Business of the Exclusive Representative: The exclusive representative shall have access to school facilities, including equipment, by arrangement with the office of Community Education. Reasonable time without loss of pay may be granted by the school district for use by the exclusive representative for representation issues, negotiations or mediation sessions of this bargaining unit that cannot be scheduled outside the work day.

Section 6. Personnel Files: An employee may review his or her district personnel file during regular business hours upon written request. The employee shall have the right to reproduce any of the contents of the file and may submit for inclusion in the file written information in response to any

material contained therein. When material involving evaluation, reprimand or deficiency is to be placed in the employee's file, a copy will be provided to the employee.

ARTICLE VI JOB CLASSIFICATIONS AND PAY

Section 1. Job Classifications: Office personnel represented by the Northfield Public Schools Office Employees shall be employed in three classifications: Class II, III, and IV. Positions included in these classifications are listed in Appendix "A".

Section 2. Rates of Pay: The steps and corresponding rates of pay are shown in Appendix "B". Step placement of entering employees shall be recommended by the Superintendent or designee and approved by the School Board.

The following language of Section 2 shall be suspended until a final agreement is reached between the parties covering the period from July 1, 2012 to June 30, 2014:

Step changes shall take effect at the beginning of the work year. In order for an employee to advance to a succeeding step on the schedule, she/he must have been employed by the district for more than half of the preceding work year.

There shall be no step advancement during the terms of the 2010-12 agreement.

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

Section 3. Job Reclassification: Employees changing from one classification to another classification shall move to the same step in the new classification if the change takes place during the work year. However, when an employee is reclassified at the end of the work year, he/she shall advance a step on the schedule effective July 1 provided the employee has worked more than half of the preceding year.

A change from one classification to another shall be made at the discretion of the school district. However, the Superintendent or designee shall discuss such changes in classification and the classification of new positions with the President of the Association.

Section 4. Longevity Pay: Office personnel shall receive longevity pay according to the schedule listed in Appendix "C".

Section 5. Rate of Pay for Regular Employees who Substitute in a Position with a Higher Classification:

Subd. 1. Regular office employees who substitute in a position with a higher job classification shall be paid as follows:

- a. Five (5) days or less of continuous service as a substitute - employee's current rate of pay or a rate of pay commensurate with step 1 of the classification of the position in the higher classification, whichever is greater.

- b. The sixth (6th) day and all days thereafter of continuous service as a substitute - rate of pay commensurate with employee's current step placement in the classification of the position in the higher classification.

Subd. 2. Employees who substitute in a lower job classification shall be paid at their current rate of pay.

**ARTICLE VII
GROUP INSURANCE**

Section 1. Group Insurance: During the term of this Agreement, the employer will purchase the group insurance policies described in this Article. It is understood and agreed that the provisions of this Article are merely descriptive of the coverage provided, and that the eligibility of the employee for benefits shall be governed by the terms of the master insurance contracts in force between the employer and the insurer providing such coverage.

Office employees regularly scheduled to work twenty or more hours per week in a position with a minimum work year of the student days in session shall be eligible to apply for benefits described under this Article. Coverage will be effective only upon enrollment of the employee and acceptance by the carrier.

Substitute or temporary office personnel who are employed for less than one student school year shall not be eligible for any benefits described under this Article or sick leave benefits described under Article VIII.

Section 2. Health and Hospitalization Insurance: Eligible employees and their spouse and eligible dependents may participate in the district group health and hospitalization insurance plan. The school district will contribute toward the premium according to the schedule below. Any additional cost of the premium shall be borne by the employee and paid by payroll deductions. The effective date for employer contributions shall be September 1, 2010, for the 2010-11 school year, and September 1, 2011, for the 2011-12 school year.

2010-11 School Year

	<u>35-40 hrs/wk</u> <u>1.0 factor</u>	<u>30 < 35 hrs/wk</u> <u>.75 factor</u>	<u>25 < 30 hrs/wk</u> <u>.6 factor</u>	<u>20 < 25 hrs/wk</u> <u>.5 factor</u>
<u>SINGLE</u>	\$479.00/mo.	\$359.25/mo.	\$287.40/mo.	\$239.50/mo.
<u>FAMILY</u>	\$1,045.41/mo.	\$784.06/mo.	\$627.25/mo.	\$522.71/mo.

2011-12 School Year

	<u>35-40 hrs/wk</u> <u>1.0 factor</u>	<u>30 < 35 hrs/wk</u> <u>.75 factor</u>	<u>25 < 30 hrs/wk</u> <u>.6 factor</u>	<u>20 < 25 hrs/wk</u> <u>.5 factor</u>
<u>SINGLE</u>	\$493.61/mo.	\$370.21/mo.	\$296.17/mo.	\$246.81/mo.
<u>FAMILY</u>	\$1,077.30/mo.	\$807.98/mo.	\$646.38/mo.	\$538.65/mo.

Section 3. 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 claims shall be made against the school district as a result of a denial of insurance benefits by an insurance carrier.

Section 4. Duration of Insurance Contribution: An employee is eligible for school district contributions as provided in this Article as long as the employee is employed by the school district. Upon termination of employment, all district participation and contribution shall cease, effective on the last working day, except for those employees eligible for employer contributions in Article XIII, Retirement Insurance Benefits. However, employees may be continued in the group for a period following termination of employment or after the district's contributions toward retirement benefits cease, as determined by state and federal laws if they agree to pay the entire premium amount.

Section 5. Income Protection: Income protection insurance shall be provided for employees who are eligible for and enrolled in the school district's long-term disability insurance plan, providing income to the extent of 2/3 of the employee's base salary at the time of disability, commencing after 60 consecutive calendar days of disability due to sickness or accident. The premium will be paid by the school district. Such disability payment will be coordinated with Social Security, Public Employees Retirement Association or any other public retirement plans which may provide the same type of coverage. An employee who is absent from work as a result of a long-term disability shall be allowed to use accumulated sick leave or vacation pay in combination with income protection insurance payment to receive the employee's regular rate of pay.

Section 6. Life Insurance: The employer will provide group term life insurance coverage for eligible employees in the amount of \$35,000. The employee may purchase additional group term life insurance in increments of \$25,000 up to a maximum of \$100,000 at the group rate upon evidence of insurability and acceptance by the carrier. The cost of such additional coverage shall be paid fully by the office employee through payroll deduction.

Section 7. Dental Insurance: Eligible employees and their spouse and dependent children may participate in the district group dental insurance plan. The school district will contribute toward the premium according to the schedule below. Any additional cost of the premium shall be borne by the employee and paid by payroll deduction. The effective date for employer contributions shall be September 1, 2010, for the 2010-11 school year, and September 1, 2011, for the 2011-12 school year.

	<u>35-40 hrs/wk</u> <u>1.0 factor</u>	<u>30 < 35 hrs/wk</u> <u>.75 factor</u>	<u>25 < 30 hrs/wk</u> <u>.6 factor</u>	<u>20 < 25 hrs/wk</u> <u>.5 factor</u>
<u>SINGLE</u>	\$20.62/mo.	\$15.47/mo.	\$12.37/mo.	\$10.31/mo.
<u>FAMILY</u>	\$50.66/mo.	\$38.00/mo.	\$30.40/mo.	\$25.33/mo.

ARTICLE VIII LEAVES OF ABSENCE

Section 1. Sick Leave:

Subd. 1. Employees who are regularly employed at least four hours per day in a regular work week assignment for a minimum of 173 days but less than 195 days shall be granted 10 days of sick leave, a regular work assignment of 195 days shall be granted 11 days of sick leave per year if the work year is less than 220 days, and 12 days per year if the work year is 220 days or more. Sick leave days shall be prorated to the percentage of the day worked. The work year is defined as the number of work days, excluding paid holidays.

Subd. 2. Unused sick leave days may accumulate to a maximum credit as follows:

<u>Work Year</u>	<u>Maximum Accumulation</u>
220 work days or more:	228 days
195 to 219 days	202 days
less than 195 days	164 days

Subd. 3. Sick leave with pay shall be allowed whenever an employee's absence is due to illness or injury of the employee or the employee's dependent child which prevented the employee's attendance at work on that day or days.

Subd. 4. The school district may require an employee to furnish a medical certificate from a qualified physician as evidence of illness, indicating that such illness required the employee's absence, in order to qualify for sick leave pay. In the event that a medical certificate will be required, the employee will be so advised.

Subd. 5. All sick leave shall be available at the beginning of the school year. The employee shall repay the school district any wages paid for sick days which are not later earned by such employee.

Subd.6. Sick Leave Donation/Bank: When an office employee has used all his/her leave allowance, the employee will be allowed to use days drawn from the "sick leave bank".

(1) All employees who wish to participate shall notify the Human Resources Office during the open enrollment period September 1 through 20. Any non-participating employee or new hire would be required to wait until the following year's open enrollment period.

Participating employees will be assessed two (2) full work days per their contracted daily hours at the time they enroll in the sick leave bank. Participants may elect to donate up to an additional eight (8) days each year to the sick leave bank. All assessed days will be accumulated in a bank where they will be available to participants who have used all their designated sick leave days. When the days in the bank have been used, all participants will be reassessed one (1) day, thus the days in the bank will equal the number participating. The maximum assessment per participant will be five (5) days per school year.

(2) An employee may terminate participating from the sick leave bank during the open enrollment period September 1 through 20. In case of participation termination, an employee's contribution of days to the sick leave bank stays in the bank.

(3) A employee may use no more than seven (7) days from the sick leave bank in any given school year.

(4) Both the Employer and the NPSOE have a substantial interest in insuring that days from the sick leave bank are used only for legitimate reasons in accordance with the terms of this Agreement. Every reasonable effort will be made to involve both the NPSOE and the Employer in counseling employees repeatedly using the sick leave bank to insure that the appropriate contractual standards are met.

(5) Days from the sick leave bank shall be used solely by the employee for his/her medical needs, and shall not be used for personal leave, parental leave, school conference or activity of a dependent child. The sick leave bank shall not be used when an employee qualifies for disability income.

Section 2. Critical Illness/Bereavement Leave: Employees may be allowed up to ten (10) days per year of leave with pay in case of critical illness or death.

1. Bereavement leave may be used in the case of a death in the immediate family (immediate family is interpreted as spouse, children, mother, father, brother, sister, grandparents, grandchildren, or spouse's mother, father, brother, sister, brother-in-law or sister-in-law). Up to two (2) days leave allowance may be used for absence because of the death of friends or relatives outside the immediate family.
2. Critical illness shall mean an illness requiring hospitalization, or requiring medically necessary in home care of a child, spouse or parent, as defined in the Family and Medical Leave Act.

Time off for critical illness/bereavement shall be deducted from unused sick days.

Section 3. Worker's Compensation: An employee who is absent from work as a result of a compensable injury incurred in the service of the school district under the provisions of the Worker's Compensation Act shall be allowed to use accumulated sick leave or vacation pay in combination with Worker's Compensation to receive the employee's regular rate of pay. The school district will assume that the employee elects to do so, using sick leave first, then vacation, unless the employee notifies the district in advance that he or she elects not to use sick leave or vacation for this purpose. Benefit payments shall continue in accordance with state and federal laws.

Section 4. Jury Duty: Any employee who is summoned for jury duty or subpoenaed as a witness shall receive his/her regular pay for such a period. Any per diem received by the employee for such services will be deducted from regular pay.

Section 5. Child Care Leave:

Subd. 1. A child care leave without pay may be granted by the school district subject to the provisions of this Section. Child care leave shall be granted because of the need to prepare and/or provide parental care for a child or children of the office employee for an extended period of time.

Subd. 2. An office employee making application for child care leave shall inform the Superintendent or designee in writing of intention to take the leave at least two calendar months before commencement of the intended leave, except in unusual circumstances.

Subd. 3. If the reason for the child care leave is occasioned by pregnancy, the office employee shall also provide at the time of the leave application, a statement from her physician indicating the expected date of delivery. If an office employee who has requested and been granted child care leave because of pregnancy delivers prior to the scheduled beginning of her child care leave, she shall be eligible for sick leave in accordance with the provisions of Section 1 until the scheduled beginning date of her child care leave.

Subd. 4. The School Board shall grant office employees a child care leave of at least six months in length and will grant a maximum leave to the beginning of the work year following the six-month period. Upon signifying his/her intention to return, the office employee shall have a right to return to his/her original position as specified in his/her child care leave plan if his/her leave is

commenced and concluded within the same work year. If an office employee's child care leave plan does not call for his/her return within the year it is commenced, an office employee shall have the right to be returned to an equivalent position.

Subd. 5. Failure of the office employee to return pursuant to the date determined under this Section shall constitute grounds for termination unless the school district and the office employee mutually agree to an extension in the leave.

Subd. 6. An office employee on child care leave without pay is eligible to continue in the district's group insurance plans. The employer will continue its contribution for the first three (3) calendar months of the unpaid child care leave beginning on the 1st of the month after the leave commences. The employee must pay his or her portion of the premium during such period, and must pay the full premium for such benefits as he/she wishes to retain beyond such three-month period.

Subd. 7. An office employee returning to employment after child care leave without pay will be credited with the amount of accumulated sick leave he/she had when he/she began his/her leave.

Subd. 8. Time off during the leave period shall not count toward a step advancement on the wage schedule. However, office employees will be advanced a step if they worked more than one-half of the duty days in their work year.

Section 6. Leaves of Absence Without Pay: Office personnel may apply for leaves of absence without pay in the event of personal extenuating circumstances. Leaves of absence without pay of up to five (5) days may be approved by the building principal or immediate supervisor. Additional days may be granted without pay at the recommendation of the building principal or immediate supervisor and the approval of the Superintendent or designee.

Section 7. Personal Leave: Up to a total of two (2) days sick leave per year may be used to cover events requiring the employee's personal attention which cannot be conducted outside scheduled hours of work. Request for leave under this Section, ~~including the reason~~, must be made in writing to the employee's immediate supervisor and/or building principal at least three (3) days in advance, except for emergencies.

Section 8. School Conference and Activities Leave: In accordance with the provisions of MS.181.9412, the District will provide each employee with up to sixteen hours of school conference and activities leave during any twelve month period to attend school conferences or school related activities related to the employee's child, provided the conference, activity or observation cannot be scheduled during non-work hours. Such leave will be deducted from the employee's sick leave allowance.

ARTICLE IX VACATIONS

Section 1. Eligibility: This Article shall apply only to employees who are employed 30 hours or more per week with the following exception: Employees who work 20 hours or more per week and have a 52-week work year will be eligible for vacation. Vacation days shall be prorated for eligible employees who work less than 40 hours per week.

Section 2. Vacation Days/Work Year: Employees with a work year of 220 days or more shall be granted the following vacation time with pay. Work year is defined as the number of work days excluding paid holidays.

Years of Service (inclusive)

1 - 5	10 days
6 - 13	15 days
14 or more	20 days

Employees with a work year of 195 to less than 220 days shall be granted the following vacation time with pay:

1 to 10 years of service (inclusive)	8 days
11 or more years of service	12 days

Section 3. Vacation Days During First Year of Service: During the first year of service, employees shall be eligible for a pro-rated number of vacation days with pay based on the number of days worked in that fiscal year.

Section 4. Vacation Periods: Vacation periods shall be approved in advance by the employee's immediate supervisor. All requests should be submitted sufficiently in advance so that work assignments can be adequately covered by other employees.

Office employees are encouraged to take vacation in the summer or at other times when school is not in session except in the case of unusual personal circumstances. Approval to take vacation on days when school is in session shall be obtained from the immediate supervisor and/or building principal. Vacation days will be lost unless they are taken within twelve (12) months after the year in which they were earned. A one-time extension of up to six months to use vacation time may be granted by the Superintendent or designee upon the recommendation of the supervisor if it is determined that unusual circumstances have precluded the use of vacation within the regularly designated period of time. Employees shall receive payment for unused vacation days earned up to the date of resignation upon separation of employment. Vacation benefits shall not accrue during any period of absence for reasons other than vacation or required military leave which extends beyond one month.

ARTICLE X HOLIDAYS

Section 1. Eligibility: Office Employees who work 20 hours per week or more shall be eligible for paid holidays as provided in this Article. Paid holidays shall be prorated to the normal percentage of the day worked.

Section 2. Employees with a work year of 173 to less than 195 days: Office employees shall receive the following paid holidays provided the holiday falls within the scheduled work year.

Labor Day
Thanksgiving Day
Presidents' Day (if designated as a holiday by the Board of Education)
Memorial Day

Section 3. Employees with a Work Year of 195 to less than 220 Days: Office employees shall receive the following paid holidays provided the holiday falls within the scheduled work year.

Labor Day
Thanksgiving Day
Christmas Day
New Year's Day

Friday after Thanksgiving
Memorial Day

Presidents' Day (if designated as
a holiday by the Board of Education)

Section 4. Employees with a Work Year of 220 Days or More: Office employees with a work year of 220 days or more shall receive the following additional holidays provided the holiday falls within the scheduled work year.

Independence Day
Christmas Eve Day
Good Friday

Whenever any of the holidays listed above fall on a Saturday, the preceding Friday shall be observed as the holiday. Whenever any of the holidays listed above shall fall on Sunday, the succeeding Monday shall be observed as the holiday.

Section 5. Good Friday and/or Presidents' Day: In those school years when Good Friday and/or Presidents' Day are not designated as holidays by the School Board in the approved school calendar, employees who are eligible to take those days may take one day each in lieu of Good Friday and/or Presidents' Day on a non-student day. The days used shall be subject to the following restrictions:

- a. The school district shall determine the schedule for office employees to take the holiday(s).
- b. Employees shall notify the immediate supervisor in writing at least two weeks in advance of the day(s) during the designated periods he/she requests to take the holidays.
- c. The number of employees allowed to take a holiday on the same day may be limited to allow for buildings to remain open during these periods.
- d. Holidays not taken during the designated periods shall be lost.
- e. There shall not be pay in lieu of taking holidays off.

ARTICLE XI HOURS OF SERVICE

Section 1. Basic Work Week: The schedule of authorized hours worked per day and days worked per year shall be established by the immediate supervisor. Working hours shall be exclusive of lunch.

Section 2. Lunch Period: The lunch period shall be 30 minutes on student days. One hour may be taken on non-student days; however, arrangements must be made with the immediate supervisor to make up the extra 30 minutes.

Section 3. Breaks: Office employees shall have a 15-minute break for each four (4) consecutive hours worked each morning and afternoon. These breaks shall be taken at a time when the least possible disruption in service results. Break time is non-accumulating.

Section 4. Overtime: Overtime shall be paid on the basis of one and one-half times the hourly rate for all hours worked beyond forty hours per week. No overtime will be paid unless it has been specifically authorized by the Superintendent of Schools. In lieu of overtime pay, an employee may take compensatory time at one and one-half hours per hour worked if approved by the supervisor.

Section 5. Part-time Employees: The school district reserves the right to employ such personnel as it deems desirable or necessary on a part-time or casual basis.

Section 6. School Closing: In the event that school (or schools) is closed due to an emergency, office employees shall continue to receive compensation for up to a maximum of two days per year. Office employees shall be required to perform services if requested to do so by their immediate supervisor and shall earn one hour of compensatory time for each hour worked. The schedule for taking the compensatory time off must be approved by the supervisor.

An emergency closing shall be defined as any unscheduled closing of the school or schools. Examples might include inclement weather, energy shortage, breakdown of equipment, strike, riot, etc.

The district shall have the right to require employees to perform services on days scheduled as make-ups for student days lost due to emergency closings.

Section 7. Summer Work: Regular employees of the school district who are not employed for the full year shall, to the extent possible, be given consideration for summer employment in their regular position or similar positions when the need for such summer work arises and if, in the opinion of the school administration and/or Board of Education, the employee is qualified to perform the work. Such work will be at the employee's regular rate of pay.

Section 8. Definition of Work Year:

Subd. 1. The fiscal year shall be from July 1 to June 30.

Subd. 2. The work year for individuals employed for less than 12 months shall be established on the basis of a specified number of days. Generally, this will include the school year plus a specified number of days distributed before the beginning of the school year and after the end of the school year.

Subd. 3. The school district reserves the right to adjust the work year of all office personnel.

**ARTICLE XII
EXPENSES**

Necessary and pre-approved expenses that are required of any office employee in the performance of school duty shall be at the expense of the school district. The mileage reimbursement rate shall be set by the School Board.

**ARTICLE XIII
RETIREMENT INSURANCE BENEFITS**

The district shall contribute toward the premium for medical (health and hospitalization) insurance under the same conditions as an employed office employee, but not to exceed 80% of the premium, for six (6) years for any office employee who was enrolled in the plan prior to retirement and who retires upon attaining age fifty-five (55) and has a minimum of ten (10) years employment in the Northfield Public Schools. Office employees electing to receive this medical insurance benefit must make timely payments of his/her portion of the insurance premium cost in order to remain eligible for the benefit. Coverage will be available to a retired office employee who has group medical insurance available from another employer. However, such other employer's insurance must be taken and will be considered primary coverage.

Once a retired employee becomes eligible for Medicare the retired employee's coverage will convert to a Medicare supplement policy. Such policy (when combined with Medicare) will at a minimum be equivalent coverage to the group health and hospitalization plan offered to active employees and retired employees who are not eligible for Medicare. Employees currently retired and their dependents who are eligible for Medicare will be converted to a Medicare supplement policy effective November 1, 2010.

In the event a retired employee and his or her dependent(s) become eligible for Medicare at different times, the individual insured will be converted to the Medicare supplement policy upon becoming eligible. At such time as there is only one other insured remaining on the family group health plan, he/she will be converted to a single policy under the group health plan until they become eligible for Medicare. If dependent children are covered under the group health plan they will be eligible to continue coverage until such time that the last parent covered on the group health plan becomes eligible for Medicare.

Once the retired employee or their dependent(s) obtain Medicare eligibility, the District shall contribute up to \$400.00 toward the monthly premium of the Medicare supplement plan for the remainder of the contribution period as defined above.

When the retiree becomes eligible for Medicare, the retiree must be in compliance with M.S. 471.611

ARTICLE XIV NOTIFICATION OF JOB OPENINGS

The district recognizes that it is desirable in making assignments to consider the interests and aspirations of its employees. All notices of job openings will be posted in each school for a period of five (5) working days. In addition, a copy will be sent to the president of the office employees and all members of the local via the District e-mail system.

During the summer and/or vacation periods when office personnel are away from the schools, written notification to the president of the association shall constitute proper notification. Requests for consideration for job openings shall be made through the District's online application system.

Final judgment regarding the selection and placement of office employees shall be made by the School Board upon the recommendation of the Superintendent or designee. The Board shall encourage a policy of selecting the best qualified applicant for job openings.

ARTICLE XV PROBATIONARY PERIOD, RESIGNATIONS, AND DISCIPLINE AND DISCHARGE

Section 1. Resignations: Employees shall give two weeks notice of resignation in writing to the Superintendent or designee with a copy to the immediate supervisor. Such two-week period shall not include vacation time off unless agreed to by the Superintendent or designee.

Section 2. Probationary Period: A new employee under the provisions of this Agreement shall serve a probationary period of six (6) months of continuous service in the District during which time the District shall have the right to suspend without pay, discharge or otherwise discipline such employee. During this probationary period, the employee shall have no recourse to the grievance procedure insofar as suspension, discharge or other discipline is concerned. However, a probationary employee shall have the right to bring a grievance on any other provisions of the contract alleged to have been violated.

Section 3. Completion of Probationary Period: An employee who has completed the probationary period may be disciplined or discharged only for cause except in the case of individuals who are substituting for personnel on long-term leaves of absence. An employee who has completed the probationary period and is suspended without pay or discharged shall have access to the grievance procedure.

Section 4. Progressive Discipline: Discipline shall normally occur in the following sequence:

1. Conference with employee
2. Written reprimand
3. Suspension without pay
4. Discharge

The relative seriousness of the matter will determine at what level disciplinary action is commenced. The District may, in its discretion, suspend an employee with pay pending an investigation.

ARTICLE XVI PROFESSIONAL GROWTH

Office employees may attend workshop programs deemed to be appropriate for non-certified staff, provided such attendance is approved by the employee's immediate supervisor. Expenses incurred shall be subject to Article XII of this Agreement.

ARTICLE XVII GRIEVANCE PROCEDURE

Section 1. Grievance Definition: A "grievance" shall mean an allegation by an employee resulting in a dispute or disagreement between the employee and the School Board as to the interpretation or application of terms and conditions of employment insofar as such matters are contained in this Agreement.

Section 2. Representative: The employee, administrator, or School 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.

Section 3. Definitions and Interpretation:

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

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

Subd. 3. Computation of Time: In computing any period of time prescribed or allowed by procedures herein, the date of the act, event, or default for which the designated period of time begins to run shall not be included. The last day of the period so computed shall be counted, unless it is a Saturday, a Sunday, or a legal holiday, in which event the period runs until the end of the next day which is not a Saturday, a Sunday, or a legal holiday.

Subd. 4. Filing and Postmark: The filing or service of any notice or document herein shall be timely if it is personally served or if it bears a certified postmark of the United States Postal Service within the time period.

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

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

Subd. 1. Informal Discussion: Before filing a formal grievance, the employee shall first discuss the alleged grievance with his/her building principal or other immediate supervisor in an attempt to resolve the grievance on an informal basis.

Subd. 2. Level I: If the grievance is not resolved through informal discussions, a formal grievance shall be initiated in writing and served on the building principal or other immediate supervisor. The principal or other immediate supervisor shall give a written decision on the grievance to the parties involved within ten days after receipt of the written grievance.

Subd. 3. Level II: In the event the grievance is not resolved in Level I, the decision rendered may be appealed to the Superintendent of Schools, provided such appeal is made in writing within ten days after receipt of the decision in Level I. If a grievance is properly appealed to the Superintendent, the Superintendent or his/her designee shall set a time to meet regarding the grievance within fifteen days after receipt of the appeal. Within ten days after the meeting, the Superintendent or his/her designee shall issue a decision in writing to the parties involved.

Subd. 4. Level III: In the event the grievance is not resolved in Level II, the decision rendered may be appealed to the School Board, provided such appeal is made in writing within ten days after receipt of the decision in Level II. If a grievance is properly appealed to the School Board, the School Board shall set a time to hear the grievance within twenty days after receipt of the appeal. Within twenty days after the meeting, the School Board shall issue its decision in writing to the parties involved. At the option of the School Board, a committee or representative(s) of the Board may be designated by the Board to hear the appeal at this level and report its findings and recommendations to the School Board. The School Board shall then render its decision.

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

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

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

Subd. 1. Request: A request to submit a grievance to arbitration must be made in writing signed by the aggrieved party, and such request must be filed in the Office of the Superintendent within ten days following the decision in Level III of the grievance procedure.

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

Subd. 3. Selection of Arbitrator: Upon the proper submission of a grievance under the terms of this procedure, the parties shall, within ten days after the request to arbitrate, attempt to agree upon the selection of an arbitrator. If no agreement on an arbitrator is reached, either party may request from the Bureau of Mediation Services, pursuant to the P.E.L.R.A., a list of arbitrators selected by the Commissioner, providing such request is made within twenty days after request for arbitration. Upon receipt of the list of arbitrators, the school district and the exclusive representative shall alternately strike names from the list of arbitrators selected by the Commissioner until only one (1) name remains. This arbitrator shall decide the grievance and the decision is binding upon the parties. The request shall ask that the appointment be made within thirty days after the receipt of said request. Failure to agree upon an arbitrator or the failure to request a list of arbitrators from the Bureau of Mediation Services within the time periods provided herein shall constitute a waiver of the grievance.

Subd. 4. Submission of Grievance Information:

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

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

Subd. 6. Decision: The decision by the arbitrator shall be rendered within thirty days after the close of the hearing. Decisions by the arbitrator in cases properly before him shall be final and binding upon the parties, subject, however, to the limitations of arbitration decisions as provided by in the P.E.L.R.A.

Subd. 7. Expenses: Each party shall bear its own expenses in connection with arbitration including expenses relating to the party's representatives, witnesses, and any other expenses

which the party incurs in connection with presenting its case in arbitration. A transcript or recording shall be made of the hearing at the request of either party. The parties shall share equally fees and expenses of the arbitrator, the cost of the transcript or recording if requested by either or both parties, and any other expenses which the parties mutually agree are necessary for the conduct of the arbitration. However, the party ordering a copy of such transcript shall pay for such copy.

Subd. 8. Jurisdiction: The arbitrator shall have jurisdiction over disputes or disagreements relating to grievances properly before the arbitrator pursuant to the terms of this procedure. The jurisdiction of the arbitrator shall not extend to proposed changes in terms and conditions of employment as defined herein and contained in this written agreement; nor shall an arbitrator have jurisdiction over any grievance which has not been submitted to arbitration in compliance with the terms of the grievance and arbitration procedure as outlined herein; nor shall the jurisdiction of the arbitrator extend to matters of inherent managerial policy, which shall include but are not limited to such areas of discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, the organizational structure, and selection and direction and number of personnel. In considering any issue in dispute, in its order the arbitrator shall give due consideration to the statutory rights and obligations of the public school boards to efficiently manage and conduct its operation within the legal limitations surrounding the financing of such operations.

Section 9. Election of Remedies and Waiver: A party instituting any action, proceeding or complaint in a federal or state court of law, or before an administrative tribunal, federal agency, state agency, or seeking relief through any statutory process for which relief may be granted, the subject matter of which may constitute a grievance under this Agreement, shall immediately thereupon waive any and all rights to pursue a grievance under this Article. Upon instituting a proceeding in another forum as outlined herein, the employee shall waive his/her right to initiate a grievance pursuant to this Article or, if the grievance is pending in the grievance procedure, the right to pursue it further. This shall not apply to actions to compel arbitration as provided in this Agreement or to enforce the award of an arbitrator.

ARTICLE XVIII HEALTH REIMBURSEMENT ACCOUNT (HRA) CONTRIBUTION

A Health Reimbursement Account (HRA) for all members of the NPSOE will be available as follows:

1st through 15th year in the district: \$225 per year district contribution
16th and subsequent years in the district: \$500 per year district contribution

The district contribution to the HRA created under this section shall not exceed a total of \$5,000.

ARTICLE XVIII DURATION

Section 1. Term and Reopening Negotiations: This Agreement shall remain in full force and effect for a period commencing on July 1, 2010 through June 30, 2012, and thereafter until modifications are made pursuant to the P.E.L.R.A. If either party desires to modify or amend this Agreement commencing at its expiration, it shall give written notice of such intent no later than 90 days prior to said expiration. Unless otherwise mutually agreed, the parties shall not commence negotiations more than 90 days prior to the expiration of this Agreement.

Section 2. Effect: This Agreement constitutes the full and complete Agreement between the School 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, whether or not referred to in this Agreement, shall not be open for negotiation during the term of this Agreement.

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

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

**For the Northfield Public Schools
Office Employees**

For Independent School District No. 659

President

Chairperson, Board of Education

Dated: _____

Clerk, Board of Education

Dated: _____

APPENDIX "A"

LIST OF POSITIONS BY CLASSIFICATION

CLASS II

Office Generalist – currently unfilled

CLASS III

Accounting Support Technician - High School Office

Accounting Technician Business Office

Office Specialist – Alternative Learning Center

Office Specialist – Middle School Guidance

Office Specialist – Greenvale Park Office

Office Specialist – Bridgewater Office

Office Specialist – Sibley Office

Office Specialist – Community Services Office

Office Specialist – Curriculum/Staff Development Office

Office Specialist – District Office Reception/Maintenance

Office Specialist – Food Service

Office Specialist – Student Activities Coordinator

Office Specialist – Middle School Assistant Principal

Office Specialist – High School Assistant Principal

Office Specialist – High School Guidance

Office Specialist – Longfellow

CLASS IV

Administrative Support Assistant – Word and Web Design Support Specialist

Administrative Support Assistant – High School Principal

Administrative Support Assistant – Middle School Principal

Administrative Support Assistant – Sibley School Principal

Administrative Support Assistant – Bridgewater School Principal

Administrative Support Assistant – Greenvale Park School Principal

Administrative Support Assistant – Director of Community Services

Administrative Support Assistant – Family Services

Accounting Specialist – Payroll Business Office

Accounting Generalist – Accounts Payable Business Office

Administrative Support Assistant – Student Services Director

APPENDIX "B"

RATES OF PAY

2010-11

	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>
Class II	15.25	15.50	15.75	16.00	16.25	16.50
Class III	16.15	16.40	16.65	16.90	17.15	17.40
Class IV	16.70	16.95	17.20	17.45	17.70	17.95

2011-12

	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>
Class II	15.25	15.50	15.75	16.00	16.25	16.50
Class III	16.15	16.40	16.65	16.90	17.15	17.40
Class IV	16.70	16.95	17.20	17.45	17.70	17.95

APPENDIX "C"

LONGEVITY PAY

In addition to the hourly rate to which they are entitled under Appendix "B", Office Employees shall be eligible for longevity pay according to the following schedule:

<u>2010-11 Longevity Eligibility Criteria</u>	<u>Hourly Longevity Pay Differential</u>
Seniority date between 7-2-99 and 7-1-04	\$0.55
Seniority date between 7-2-94 and 7-1-99	\$0.65
Seniority date between 7-2-89 and 7-1-94	\$0.70
Seniority date on or before 7-1-89	\$1.45
<u>2011-12 Longevity Eligibility Criteria</u>	<u>Hourly Longevity Pay Differential</u>
Seniority date between 7-2-00 and 7-1-05	\$0.55
Seniority date between 7-2-95 and 7-1-00	\$0.65
Seniority date between 7-2-90 and 7-1-95	\$0.70
Seniority date on or before 7-1-90	\$1.85