

# Clerical Contract for 2009-2011

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**Mounds View Public Schools  
ISD 621**

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## **CONTRACT**

This Contract is made and entered into by and between Independent School District No. 621, Ramsey County, Minnesota, hereinafter referred to as the "Employer" and School Service Employees Local No. 284, hereinafter referred to as the "Union".

## **ARTICLE I RECOGNITION**

The Employer hereby recognizes the Union as the exclusive representative of: All Clerical Office Employees who are employed by the Employer more than fourteen (14) hours per week and more than sixty-seven (67) work days per year, but excluding Secretary to the Business Manager, Personnel Manager, Superintendent, and the Census and Student Accounting Coordinator, Payroll Supervisor, Office Manager, two (2) Principal Administrative Assistants and the Director of Publications and all other employees.

## **ARTICLE II DUES CHECK-OFF**

The Employer agrees to deduct for membership in the Union, and to forward such membership dues to the Union, for any individual employee who has authorized such dues check-off in the following form: I hereby request the Mounds View School District No. 621 to deduct Union dues from my check every pay period.

I hereby waive all right and claim to monies deducted in accordance with this authorization and relieve Independent School District No. 621 and all its officers and agents from any liability therefore.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

For those employees who do not wish to be part of the Union the Employer, upon request of the Union, shall be obligated to deduct a fair share fee for negotiations and administration of grievance procedures which shall not exceed eighty-five percent (85%) of the usual and customary monthly dues paid by Union members. If the law is changed to permit a greater deduction, the Union shall be permitted to do so.

# ARTICLE III WAGES

## Section 3.1 Wages

During the first six (6) months of employment, a new employee will receive the probationary rate after which he/she shall move to the career rate. This provision applies even if the union and district have not reached a contract settlement.

	July 1, 2009		July 1, 2010	
	Probationary	Career	Probationary	Career
Pay Class I	17.33	19.82	17.50	20.02
Pay Class II	16.23	18.72	16.39	18.91
Pay Class III	16.10	17.74	16.26	17.92

Subd. A. Longevity: Effective \_\_\_ years after date of hire, the employee shall receive an additional \$\_\_\_ per hour above the career rate.

### 2009-2011 Effective July 1, 2009

After five (5) years	.45/hour
After ten (10) years	.50/hour
After fifteen (15) years	.55/hour
After twenty (20) years	.70/hour

Subd. B. Unilateral Pay Equity Wage Increases: The Employer has the authority to unilaterally increase the salary of any classification that is found not to be in compliance with the Local Government Pay Equity Act. Such action shall take place only after a ten (10) day written notice to the Union.

## Section 3.2 Definition of Pay Classifications:

Class I	Department Secretary - 10 , 11 and 12 months School Secretary - 12 and 11 months Print Shop Lead Clerk - 12 and 11 months Finance Clerk - 12 and 11 months
Class II	School Secretarial Clerk - 10 months Department Secretarial Clerk – 10,11 and 12 months Bookkeeper – 10,11 and 12 months Athletic Health Clerk - 10 months
Class III	School Clerk – 10, 11 and 12 months Department Clerk – 10, 11 and 12 months

## Section 3.3 Job Related Training.

The Employer will pay salary and tuition to clerical employees for job related training if required by the Employer.

## Section 3.4 Pay Plans.

Ten (10) month employees may elect one (1) of the following pay plans by notification to the Payroll Office at least fifteen (15) days prior to the first payroll check of the school year:

(a) Plan A. One twentieth (1/20) of the contract salary to be paid on the 15th and last day of each month beginning on August 31.

(b) Plan B. One twenty-fourth (1/24) of the contract salary to be paid on the 15th and last day of each month beginning on August 31.

## **ARTICLE IV HOURS AND OVERTIME**

### **Section 4.1 Regular Work Week.**

Forty (40) hours, consisting of five (5) days of eight (8) hours (exclusive of lunch period of one-half (1/2) hour), Monday through Friday, shall constitute the regular work week. Every employee shall work forty (40) hours per week for the basic wage.

### **Section 4.2 Work Year.**

The work year for twelve (12) month employees shall be July 1 through June 30. The work year for ten (10) month employees shall be August 16 through June 15.

### **Section 4.3 Part-time Personnel.**

Employees working ten (10), eleven (11) or twelve (12) months but less than forty (40) hours per week.

### **Section 4.4 Full-time Personnel.**

Employees working ten (10) months or more on a regular forty (40) hour a week basis.

### **Section 4.5 Overtime.**

Each employee covered by this Contract shall be paid at one and one-half (1½) times the regular hourly rate for work in excess of forty (40) hours per week, as directed by the immediate supervisor. Employees assigned to work jobs involving more than one (1) wage rate will receive a weighted average overtime rate for work beyond 40 (forty) hours in a week.

### **Section 4.6 Call-Back Pay.**

An employee who is called back to work on an unscheduled basis shall work and be compensated for a minimum of two (2) hours.

## **ARTICLE V DISCIPLINE AND DISCHARGE**

### **Section 5.1 Probationary Period.**

Every new employee shall serve a probationary period of six (6) consecutive months, during which period the Employer shall have the unqualified right to discipline or discharge such employee without assigning any reason therefore, and without recourse to the grievance procedure. An employee promoted or transferred to a new position shall be on probation for three (3) consecutive months, during which period the Employer shall have the right to return the employee to his/her previous position, subject to the grievance procedure. However, any employee assigned to a position requiring regular and recurring contact with students must complete three (3) consecutive months of service during the regular school year in order to complete his/her probationary period. An employee promoted to a higher rated classification shall not have his/her wage reduced below the wage rate for his/her previous classification because he/she is serving a new probationary period.

### **Section 5.2 Discharge or Discipline.**

After completion of the initial probationary period, any employee may be discharged for cause. Dishonesty and theft are causes for immediate discharge. For all other causes, the employee will be suspended pending a dismissal hearing by Employer and Union representatives.

**Section 5.3 No Discrimination.**

No employee shall be discriminated against because he/she is or is not a member of the Union. The Employer and the Union mutually agree to comply with all applicable State and Federal laws and regulations regarding discrimination against any individual because of such person's race, color, creed, religion, national origin, sex, age, or education.

**ARTICLE VI VACATIONS AND HOLIDAYS**

**Section 6.1 Vacation Eligibility Date.**

An employee's eligibility for vacation with pay during any annual period commencing July 1 and ending June 30 will be determined according to such employee's length of service with the Employer as of such July 1. For purposes of vacation eligibility under Section 6.2 (but not under Section 6.4), an employee hired between July 1 and December 31 will be considered to have completed one (1) full year's service on the July 1 following his/her employment date. Persons hired after December 31 will earn one (1) day per month vacation until July 1. Employees shall not be permitted to take vacation during the first term of employment ending June 30.

**Section 6.2 Vacation Allowance.**

After ___ Years	12 (Twelve) Month Employees	11 (eleven) Month Employees	10 (Ten) Month Employees
1	10	9	8
3	11	10	9
4	12	11	10
5	13	12	11
6	14	13	12
7	15	14	13
9	16	15	13
10	17	16	14
11	18	17	15
12	19	17	15
13	20	19	17
15	21	20	18
16	22	20	18
17	23	21	18
18	24	22	20
19	25	23	20

Vacation will be prorated according to the number of hours a day worked for clerical employees working ten (10) months but less than eight (8) hours per day. Employees may convert sick leave to vacation in accordance with Section 7.6 Sick Leave Conversion Options.

**Section 6.3 Vacation Schedule.**

All vacation requests must be pre-approved by the Employer. Vacation for ten (10) month employees is to be taken during the school year (August 16 through June 15) but not during the week preceding the beginning of the school year or the week following the end of the school year. Supervisors may request that ten (10) month employees take vacation on non-student contact days.

**Section 6.4 Vacation During Probationary Period.**

No employee may take a vacation with pay during his/her initial probationary period. However, upon completion of the probationary period, time worked during the probationary period will be considered part of the employee's length of service for determining vacation eligibility.

### **Section 6.5 Termination of Employment.**

An employee who has completed at least one (1) full year of service and whose employment is terminated by reason of employee's death or disability, layoff, or who provides the Employer with at least two (2) weeks written notice of voluntary resignation, shall be entitled to receive prorata vacation pay for unused vacation time due to service since the last vacation eligibility date.

### **Section 6.6 Holidays.**

There shall be eleven (11) paid holidays per year for twelve (12) month employees, eleven (11) paid holidays per year for eleven (11) month employees and ten (10) paid holidays for ten (10) month employees to be designated by the administration annually. The holiday schedule will be designated by the Employer not later than April 1, in a memorandum to all employees.

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

In order to be eligible for holiday pay, an employee must be on paid status on the employee's regular work day immediately preceding and following the holiday.

All work performed on a day observed as a holiday will be paid at one and one-half (1 1/2) times the employee's regular hourly rate of pay.

When Christmas Eve and New Year's Eve fall on regularly scheduled work days, an employee who has completed assigned duties will be permitted to leave after completing one-half (1/2) of their normal workday upon approval of the supervisor.

## **ARTICLE VII LEAVES AND ABSENCES**

### **Section 7.1 Leaves of Absence.**

There shall be no loss of job seniority in case of leave of absence for good cause, as determined by the Employer. An employee on an approved leave of absence shall retain their original seniority date. Leaves of absence will be administered in accordance with applicable State and Federal law including the Family Medical Leave Act unless the Contract provides greater benefits.

### **Section 7.2 Unpaid Leave of Absence.**

Upon written request to the Employer, an unpaid leave of absence not to exceed one (1) year, may be granted by the Employer. Such written request shall include the proposed period and purpose of the leave and must be submitted at least forty-five (45) days prior to the proposed start of the leave. The forty-five (45) day application provision may be waived by mutual consent. Purposes of the leave must be to either:

1. care for the employee's child after birth or placement for adoption or foster care;
2. care for the employee's spouse, son or daughter or parent who has serious health condition , or;
3. for a serious health condition that makes the employee unable to perform the employees job.

An employee granted leave without pay shall remain eligible for benefit plans according to the benefit plan eligibility provision at personal expense in accordance with applicable State and Federal law unless the Contract provides greater benefits. Employees shall not accrue sick leave or vacation while on periods of unpaid leave.

### **Section 7.3 Return to Work.**

An Employee on unpaid leave shall notify the Employer in writing of their intent to return to the District at least four (4) weeks prior to the expiration of the leave. Failure to so notify the District shall constitute a resignation. An employee granted a leave of one (1) year or less shall return to his/her former position.

### **Section 7.4 Sick Leave Allowance.**

On each July 1, the employees shall be advanced their annual leave allowance based on one (1) day per month for each month of paid employment. Such leave allowance may only be used under the terms and conditions set forth in this Article VII. Leave allowance will be prorated for part-time employees. Employees terminating employment who have used their accumulated and advanced annual leave, in excess of the monthly allowances, shall receive a deduction on their final check for the excess usage.

### **Section 7.5 Sick Leave Use.**

One (1) day of leave allowance may be used by an employee for each day of necessary absence due to illness or injury. The Employer may require the employee to furnish a medical certificate as evidence of illness or injury. No employee may receive more than his/her regular rate of pay for any day of absence. Workers' Compensation payments received by an employee will be deducted from sick leave pay.

Clerical employees will be allowed up to five (5) days of leave per year for an illness in the immediate family. Immediate family shall be construed as those relatives listed under Section 7.7. Such leave is non-accumulative and is deductible from accumulated sick leave. Use of the employee's accumulated sick leave shall be allowed for the care of a sick or disabled child under eighteen (18) years of age or under twenty (20) years of age and attending secondary school. In the event that an employee has exhausted all of their sick leave, other employees shall be allowed to transfer unused portions of their sick leave accrual for the use of the disabled employee. Written requests for additional days will be considered by the Director of Human Resources and granted whenever circumstances warrant.

### **Section 7.6 Sick Leave Conversion Options**

After an employee has accumulated ninety (90) days of leave allowance under Section 7.4 employees will have four (4) options:

1. amounts earned beyond the ninety (90) days may be exchanged for vacation time at the rate of two (2) days leave allowance for one (1) day of vacation;
2. may be exchanged at the rate of two (2) days leave allowance for one (1) day's pay with a limit of three (3) days pay per year;
3. the value of up to three (3) days pay per year may be contributed to the employees 403(b) account and the equivalent number of days of pay shall be deducted from the employees accumulated sick leave;
4. continue accumulation beyond ninety (90) days.

Employees may only select option 1 or 2 in any single contract year. Such exchange will take effect the following July 1.

### **Section 7.7 Bereavement Leave.**

Up to five (5) days leave allowance may be used by an employee for necessary absence due to death of employee's spouse, child, stepchild, parent, brother, sister, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparents, spouse's grandparents and grandchildren. Up to three (3) days may be used for other relatives. One (1) day may be used for the death of a friend. Days off under this Section shall not be deducted from sick leave. Such leave must be

approved in advance by the employee's supervisor, unless advance approval is impossible, in which case, notice shall be given to the employee's supervisor as soon as possible.

**Section 7.8 Personal Leave.**

Upon advance notice and arrangement with the immediate supervisor, up to a total of four (4) days leave may be used by an employee during any one (1) contract year. Reasons for personal leave need not be divulged. This leave does not accumulate from year-to-year and none of these days of leave shall be deducted from the employee's sick leave allowance.

**Section 7.9 Jury Duty.**

An employee who is absent because of required jury duty will be granted leave and will be paid the difference between his/her regular salary and the fee received for such jury duty. An employee who completes his/her jury duty with one-half (1/2) day or more of the work day remaining shall report for work for that period.

**Section 7.10 Notice of Absence.**

In order to be eligible for pay for any day of absence, an employee must notify the Employer of his/her impending absence through a supervisor as far in advance as possible before being scheduled to report for work, unless advance notice is impossible.

**Section 7.11 Military Leave.**

Leaves of absence for military service will be granted in accordance with all requirements of State and Federal law.

**ARTICLE VIII INSURANCE**

**Section 8.1 Life Insurance.**

Each full-time employee is eligible for group term life insurance, including accidental death and dismemberment, in the amount of fifty thousand dollars (\$50,000.00) and an option to purchase fifty thousand dollars (\$50,000.00) additional coverage at the employee's expense, providing sufficient number of employees elect to take this option.

**Section 8.2 Long-Term Disability.**

Each full-time employee is eligible to participate in the long-term disability insurance program provided by the Employer. The Employer pays the entire premium for such coverage. An employee may not use sick leave for any day of absence for which he/she is eligible for long-term disability benefits.

**Section 8.3 Hospitalization-Medical Insurance.**

Each full-time employee may enroll for either individual or dependent coverage in the Employer's hospital-medical insurance program. Participation in this program is voluntary. The Employer contribution will be equal to the contribution provided for the certified employees. Each employee enrolled in this program shall contribute through payroll deduction, any excess of the monthly premium over the maximum Employer contribution toward the type of coverage for which such employee is enrolled.

The Union agrees that it will not support any grievance relating to alleged inequities filed by an employee without dependents who claims discrimination in relation to an employee with dependent coverage, nor will the Union encourage any lawsuits in relation to the same. An employee who chooses not to participate in the District insurance plans shall forfeit any right to monetary gain in lieu of an insurance premium.

### **Section 8.4 Dental Insurance.**

The dental insurance contribution for each full-time clerical employee will be provided equal to that contribution for certified staff. Each employee shall contribute through payroll deduction, excess of the monthly premium over the maximum Employer contribution.

### **Section 8.5 Part-Time Employees.**

Part-time employees who work fifty percent (50%) or more of a regular work week forty (40) hours shall be eligible for participation in all group insurance policies on a prorated basis. Employees working thirty-five (35) or more hours per week shall receive the full district contribution towards health insurance and those working less will receive a prorated contribution based upon thirty-five (35) hours.

## **ARTICLE IX SENIORITY**

### **Section 9.1 Layoffs.**

The Employer recognizes that the purpose of seniority is to provide declared policy as to the order of the layoff and recall of employees. In the event an employee's position is eliminated or hours are reduced, the District shall provide the affected employee in writing with at least 30-calendar days notice before the elimination or reduction is to take place. Employees potentially affected by the subsequent bumping process will be provided with at least fourteen (14) calendar days notice. Employees with the least continuous service within a pay class will be laid off first. Employees whose positions are eliminated or have hours reduced by more than 1 hour per day will have the right to displace the least senior employee. If no positions are held by a person with less seniority within their current pay classification, the employee may displace the least senior employee in the next lowest pay classification. Employees exercising bumping rights will be offered any vacant positions in the appropriate pay classification before a position is offered which would displace another employee. In no case shall an employee displace any employee with greater seniority.

Employees on layoff will be recalled to vacant positions in order of seniority and the district shall notify them of all vacant clerical positions, pursuant to Section 9.2. An employee bumped or recalled into a position shall not serve another probationary period. In no case shall an employee displace any employee with greater seniority. For a period of two (2) years of the date of layoff, if any opening occurs in the District, the employee with the most seniority shall have first choice to be rehired if the position is at or lower than the employee's previous pay class. Seniority shall be determined by total years of continuous employment in the District. Recall shall not commence until bidding is completed in accordance with Section 9.2.

### **Section 9.2 Vacancies.**

New positions or vacancies of more than thirty (30) calendar days duration will be emailed to every member of the clerical unit. The vacancy will be posted on the district online job posting system for five (5) working days from the date of that email. A hard copy will also be mailed to a designated clerical representative in each building, where it may be posted for the duration of the online posting period. The Union Steward shall also be mailed the posting. Provided one (1) or more of the applicants is qualified, the hiring supervisor will endeavor to assign an applicant to the job within ten (10) working days after close of the posting period. When it is not possible to award a job within these time frames, the Local 284 steward will be notified. No employee will be permitted to hold rights to more than one (1) posted job. Employees may apply for any vacancy, including a different school location, or different hours from their existing assignment. The Union may offer suggestions relative to qualifications of applicants. At a minimum, the three (3) most senior internal applicants will be interviewed along with other applicants. An applicant denied a posted position opportunity shall have the right to request the reasons for the rejection. Final decisions, however, for advancements, transfers or promotions, will be made by the Employer, subject to the grievance procedure.

### **Section 9.3 Temporary Positions.**

A temporary position is defined as one which is created by the extended absence of an employee due to disability, parental leave or other long-term leaves extending over a period of more than thirty (30) days but not to exceed one year. Temporary positions will be posted in the same manner as a regular position.

Effective the 2001-2002 fiscal year, employees holding temporary positions will be paid the probationary rate that the position is regularly paid and shall not be eligible for any benefits or provisions of this Contract except for the salary and paid holidays. Effective the 2002-2003 fiscal year, employees holding temporary positions less than 6 months will be paid the probationary rate that the position is regularly paid and shall not be eligible for any benefits or provisions of this Contract except for the salary listed above and paid holidays. After 6 months in a temporary position, the employee shall receive the career rate of pay but no additional provisions of the contract.

If a temporary employee is subsequently hired to fill a regular position, without a break in service, the employee's first day of employment in the temporary position will become his/her seniority date in the Clerical Bargaining Unit. However, the employee shall be required to serve an initial probationary period in the regular position in accordance with Section 5.1 of the Contract. The employee will continue to receive the career rate of pay while serving the initial probationary period.

### **Section 9.4 Loss of Seniority.**

An employee who is properly discharged or who has been laid off for a period of eighteen (18) months without being recalled, or who fails to report to work upon two (2) weeks notice of recall, shall forfeit all seniority rights. In the event of re-employment, he/she shall serve a new probationary period and his/her seniority rights shall begin as of the date of his/her re-employment.

An employee who voluntarily resigns and is rehired within 18 months of separation, will be reinstated to the District with his/her previous seniority date. Previous years of service will be counted for purposes of salary, leave accrual and longevity pay. Upon return the employee will serve a new probationary period in accordance with Section 5.1 of the Contract.

An employee who must suspend membership in the Union, due to confidentiality of position and who then has a change in job description so that he/she once again is eligible for Union membership, shall retain all seniority rights acquired during the time he/she was in the bargaining unit.

### **Section 9.5 Seniority List.**

Effective July 1, 1974, if starting date in the clerical bargaining unit is the same,, the tiebreaker for seniority bumping rights will be based on first date of work in any Mounds View School district bargaining unit. Seniority starts with the first day of work for the District in the clerical unit. The seniority list will be posted during the month of April.

### **Section 9.6 Staff Development.**

The District encourages it's employees to continually improve their skills and will attempt to provide/schedule staff development opportunities for clerical employees.

## **ARTICLE X SEVERANCE**

### **Section 10.1 Severance.**

Clerical employees who have completed fifteen (15) years of service without unauthorized periods of absence with Independent School District 621, and are at least fifty-five (55) years of age, shall be eligible for severance pay pursuant to the provisions of this Article upon submission of a written resignation accepted by the School Board.

**Section 10.2 Eligibility.**

This Article shall apply only to clerical employees whose service has been full-time and as defined by this Agreement.

**Section 10.3 Severance Pay.**

Eligible clerical employees, upon separation, shall receive as severance pay the amount representing five (5) days of pay for each full year of full time service but not to exceed a total of one hundred (100) days pay.

**Section 10.4 Daily Rate.**

In applying these provisions, clerical employee's daily rate of pay shall be the basic daily rate at the time of separation as provided in the contract of the clerical employees for the year completed just prior to retirement .

**Section 10.5 Payment.**

Severance pay shall be paid by the School District in two (2) annual installments fifty percent (50%) at time of retirement separation and fifty percent (50%) on the first payday in January of the year following the employee's date of separation. No clerical employee shall be eligible for severance pay if the clerical employee is discharged by the School District.

**Section 10.6. Hospitalization and Dental Insurance.**

In addition, clerical employees who apply for severance and have completed fifteen (15) years of service without periods of unauthorized periods of absence and are at least fifty-five (55) years of age shall remain eligible to remain in the existing group health, hospitalization, and dental insurance programs and shall remain eligible for the same Board contributions toward single and dependent coverage as the Board contributes to retired teachers, prorated as follows:

- Fifteen (15) years of full-time service = 15/15ths of contribution;
- Fourteen (14) years of full-time service and one (1) year of part-time\* service = 14/15ths of health and dental insurance contribution;
- Thirteen (13) years of full-time service and two (2) years of part-time\* service = 13/15ths of health and dental insurance contribution;
- Twelve (12) years of full-time service and three (3) years of part-time\* service = 12/15ths of health and dental insurance contribution;
- Eleven (11) years of full-time service and four (4) years of part-time\* service = 11/15ths of health and dental insurance contribution;
- Ten (10) years of full-time service and five (5) years of part-time\* service = 10/15ths of health and dental insurance contribution; and
- Less than ten years of full-time service = no District contribution for health and dental insurance.

\*In order to qualify, the part-time service must have been for enough hours per week to qualify for participation in the health and dental benefit plans.

This contribution and coverage shall continue for a period of 7 years from the date of retirement, or until the death of the clerical employee, whichever is earlier. Rights to continue coverage under COBRA or MN Continuation will run concurrent with rights to continue as a retiree.

**Section 10.7 Life Insurance.**

In addition, clerical employees who apply for severance and have completed fifteen (15) years of full-time service without periods of unauthorized periods of absence and are at least fifty-five (55) years of age shall be eligible to remain in the existing life insurance group. The School Board shall pay the necessary premiums to keep in force life insurance in the amount equal to the last Contract for full-time employees for a period of 7 years from the date of retirement. Rights to continue coverage under COBRA or MN Continuation will run concurrent with rights to continue as a retiree.

**Section 10.8 Retroactivity.**

This Article shall apply to clerical employees who retire during the term of this Agreement and shall not be retroactive to any clerical employee who has retired prior to July 1, 1991.

**ARTICLE XI MATCHING TAX DEFERRED ANNUITY PLAN**

**Section 11.1 Description.**

The Mounds View Matching Tax Deferred Annuity plan is designed to encourage clerical employees to develop a financial plan for their future by providing a matching contribution to a clerk's tax deferred annuity plan according to his/her eligibility as specified herein. The matching annuity program is subject to the rules as entitled under Minnesota State Statutes 352.96 and 356.24 and Internal Revenue Service code 403B.

For clerical employees hired on or after June 30, 2009, the provisions of this Article replace the contractual provisions of Article X which provide for a severance payment and post retirement District contributions towards health, dental and life insurance.

**Section 11.2 Eligibility.**

Clerical employees who are regularly employed at least fifty (50%) and who have completed one (1) year of service with the District, will be eligible for a matching District contribution. Clerical employees on leaves or layoff may not participate in the matching program.

**Section 11.3 District Matching Contribution.**

The maximum annual District contribution shall be based on years of service with Mounds View School District according to the following schedule:

At the beginning of the employee's--Year of Service with the District	District Matching Contribution 2009-2011
1st year	0
2-3 years	\$1000
4+ years	\$1500

Clerical employees in their first (1<sup>st</sup>) year of service may participate in the 'plan' without a match. The District match will begin in their second (2<sup>nd</sup>) year of service.

Subd 1. The annual year for District contributions shall be July 1 though June 30. Changes in District matching amounts, based on years of service completed as of June 30 will be made on July 1 of each year.

Subd 2. Clerical employees must establish participation in an eligible tax sheltered annuity plan, as defined by Minnesota Statutes, before the District will begin matching contributions to that plan. To begin participation, the employee must submit a completed salary reduction form to the Payroll Office. In order to receive the maximum annual amount, the salary reduction form must be received by June 15. If the salary reduction form is received after June 15, the annual amount of the District matching contribution will be prorated based on the remaining number of months in the fiscal year. Once established, participation will continue at the same rate until the Payroll Office is notified of any change.

Subd 3. The District match will be divided evenly over 20 or 24 paychecks up to the maximum annual amount. Employees may not recover District matching contributions for years in which they chose not to participate or participated at a level below the maximum District contribution.

**Section 11.4 Years of Service.**

A clerk's years of service will be determined in the same manner that years of service is calculated for longevity pay. Years of service will be calculated as of June 30 and increased District contributions, based on completed years of service will be effective July 1.

**Section 11.5 Transition Provisions.**

The purpose of the matching tax sheltered annuity plan is to replace the severance payment and post retirement District insurance contributions provided for in Article X of the Master Clerical Contract.

Clerical employees hired prior to June 30, 2009 may continue to be eligible for benefits under **Article X** or may irrevocably choose to participate in the matching tax sheltered annuity plan. Payments will begin on July 1, 2009. Upon retirement, they will be eligible for the severance payment provided for in Article X. They will not be eligible for the post retirement District contribution for health, dental and life insurance. The amount of the severance payment will be reduced by the amount of all matching contributions made by the District.

**ARTICLE XII MISCELLANEOUS**

**Section 12.1 Safety.**

All regulations and laws of the State of Minnesota and O.S.H.A. governing the safety of employees and building occupants shall be complied with by the Employer and employees. All employees who are assigned to work in a building when they are the only person in the building, will not be assigned tasks which are considered hazardous by the employee and his/her Employer.

**Section 12.2 Emergency Closing of Schools**

In the event that the District closes schools on one occasion because of an emergency, clerical employees who report to work as soon as it is practical shall suffer no loss of wages and shall receive compensatory time off. In the event that there are additional emergency school closing days, clerical employees will check with their supervisor as to whether they are to report for work. If requested to report for work by the supervisor, clerical employees shall be paid for that day and shall receive compensatory time off.

**ARTICLE XIII MUTUAL RESPONSIBILITY**

The Employer and the Union mutually recognize the needs of the public, and that the right of students and residents of this District to the continuous and uninterrupted operation of their schools is of paramount importance. The Union agrees that during the term of this Contract, it will not engage in, support or encourage any work stoppages or slowdowns.

**ARTICLE XIV GRIEVANCES AND ARBITRATION**

**Section 14.1 Definitions.**

The following definitions shall be applicable to terms used in this Contract:

Subd. A. **Contract Grievance.** A "contract grievance" is any dispute or disagreement as to the interpretation or application of any term or terms of this Contract. A contract grievance may be processed through the entire grievance and arbitration procedure set forth in this Article.

Subd. B. **Day.** A "day" is any calendar day except Saturday, Sunday or a legal holiday.

**Section 14.2 First Step.**

Any employee with a grievance shall take the matter up with the immediate supervisor, within five (5) days after the alleged original occurrence of the grievance. If the parties fail to agree within five (5) days after the grievance is made, the employee may appeal the grievance to the Second Step.

**Section 14.3 Second Step.**

An employee who is not satisfied with the disposition of the grievance at the First Step, shall, with the assistance of the Union Steward, file a written statement of the grievance with the Director of Human Resources within ten (10) days after the alleged original occurrence of the grievance. The written statement must be dated and signed by the employee and shall set forth the facts and state the provisions of this Contract alleged to have been violated. If the parties fail to agree or the matter has not been satisfactorily adjusted within five (5) days after the grievance has reached the Second Step, the employee may appeal the grievance to the Third Step.

**Section 14.4 Third Step.**

If the disposition of a contract or policy grievance at the Second Step is not satisfactory to the Union, the Union may file with the Superintendent a written request for a conference with the School Board regarding the grievance. At its next regularly scheduled meeting, the School Board shall set a time for a conference of the clerical employee with the School Board, which conference shall take place no later than the next succeeding regularly scheduled meeting of the School Board. The School Board shall indicate its disposition of the grievance in writing no later than the next regularly scheduled School Board meeting with a copy to the employee and the Union.

**Section 14.5 Submission to Arbitration.**

The Union may submit to arbitration any grievance which has been properly processed through the Third Step of the formal grievance procedure. The Union must file with the Superintendent a written notice of intention to arbitrate not more than thirty (30) calendar days after the written disposition of the grievance at Level III. The parties shall first attempt to agree upon an arbitrator. If the agreement is not reached within three (3) days, either party may petition the Bureau of Mediation Services for assistance under the Public Employment Labor Relations Act of 1971 as amended. The parties shall share equally costs and fees of the arbitrator. The cost of the transcript or recording, if requested, shall be borne by the party requesting a copy of the transcript.

**Section 14.6 Jurisdiction and Authority of Arbitrator.**

The arbitrator shall have jurisdiction only over those grievances which have been properly submitted to arbitration in accordance with the terms of this Contract. The arbitrator shall have no power to add or subtract from, or to change, modify, or amend in any way the terms and conditions of employment set forth in this Contract; nor shall the arbitrator have any power to hear or determine any dispute involving matters or inherent managerial policy. The decision of the arbitrator shall be subject to all the limitations of arbitration decisions set forth in the Public Employment Labor Relations Act of 1971 as amended.

**Section 14.7 Representation.**

Any employee, supervisor, or the School Board may be represented at any stage of the formal grievance procedure by any person or agent designated by such party to act in his/her behalf.

**Section 14.8 Time Limitations.**

Since it is important that grievances be processed as rapidly as possible, the time limitations specified herein shall be considered as a maximum and every effort will be made to expedite the process. Such time limitations may be extended only by mutual consent. Failure of an employee or the Union to comply with the limitations specified shall constitute a waiver of the grievance. Failure of a supervisor or the School Board to act within the time limitations specified shall constitute a denial of the grievance and shall permit the employee or the Union to proceed to the next stage.

## **ARTICLE XV MANAGEMENT RIGHTS**

### **Section 15.1 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 School District. All such authority and power of the Employer shall continue unimpaired, except as limited by a specific provision of this Contract.

### **Section 15.2 Provisions Contrary to Law.**

Any portion of this Contract which violates any provisions 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 or effect. If any provision 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 provisions under other circumstances. The Employer reserves the right to amend any provisions of the Contract as necessary to comply with Federal or State laws or rules and regulations promulgated thereunder, subject to the grievance procedure.

## **ARTICLE XVI DURATION AND RENEGOTIATION OF CONTRACT**

### **Section 16.1 Term of Contract.**

This Contract shall become effective as of July 1, 2009, and shall continue in full force and effect to and including June 30, 2011, and annually thereafter except as modified or terminated in accordance with the provisions of this Article XV.

### **Section 16.2 Effect of Contract.**

Any and all prior agreements, resolutions, practices, policies, rules and regulations regarding terms and conditions of employment, to the extent inconsistent with the provision of this Contract are hereby superseded.

### **Section 16.3 Modification.**

Either party desiring to modify this Contract must notify the other party in writing at least sixty (60) calendar days but not more than ninety (90) calendar days prior to June 30 of any year thereafter. A notice of desire to modify this Contract shall set forth as inclusively as possible all proposed modifications sought by the party, and all clauses of this Contract for which no modification is sought by June 1 shall be renewed automatically. Negotiations with respect to proposed modifications may commence at any time after notice of proposed modifications has been given.

### **Section 16.4 Negotiations During Term.**

The parties mutually acknowledge that during the negotiations which resulted in this Contract, each had the unlimited opportunity to make demands and proposals regarding terms and conditions of employment. All understandings and agreements arrived at by the parties are set forth in this Contract. For the duration of this Contract, the Employer and the Union each voluntarily and unqualifiedly waives the right to meet and negotiate regarding any and all terms and conditions of employment, whether or not specifically referred to or covered in this Contract, even though such matters may not have been within the knowledge or contemplation of either or both of the parties at the time this Contract was negotiated or executed; provided, however, that any or all of the provisions of this Contract may be opened for negotiation at any time by mutual consent.

IN WITNESS WHEREOF, the parties have executed this Contract this 12<sup>th</sup> day of January, 2010 as follows:

INDEPENDENT SCHOOL DISTRICT 621

SEIU LOCAL 284 SCHOOL SERVICE  
EMPLOYEES

\_\_\_\_\_  
Chairperson Date

\_\_\_\_\_  
Business Representative Date

\_\_\_\_\_  
Clerk Date

\_\_\_\_\_  
Steward Date

\_\_\_\_\_  
Superintendent Date

\_\_\_\_\_  
Steward Date

\_\_\_\_\_  
Director of Human Resources Date

## **MEMORANDUM OF UNDERSTANDING**

The District and SEIU Local 284, Clerical Bargaining Unit agree to form a committee to re-evaluate the job descriptions and titles for each title within each pay classification. The committee will consist of a representative from Human Resources, Finance, Principal group, Clerical Union Stewards and three clerical representatives from each pay class. Each current member of the clerical unit will be asked to complete a survey regarding their job responsibilities. The survey data will be utilized by the committee when evaluating job descriptions and titles. The recommendations reached by the committee will be presented prior to the 2011-2013 contract negotiations and shall be incorporated in the 2009-2011 contract. This MOU will sunset on June 30, 2011.

Mounds View Public Schools do not discriminate on the basis of race, color, creed, religion, sex, national origin, marital status, status with regard to public assistance, or disability.

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**Published by the Human Resources Department of  
Independent School District 621  
Equal Opportunity for Education and Employment**