AGREEMENT BETWEEN

INDEPENDENT SCHOOL DISTRICT NO. 181
AND
AMERICAN FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES, COUNCIL 65, AFL-CIO

CLERICAL-SECRETARIAL EMPLOYEES

JULY 1, 2018 – JUNE 30, 2021

TABLE OF CONTENTS

Article I Purpose 1

Article II Recognition 1

Article III Definitions 1

Article IV School Board Rights 2

Article V Employee Rights 2

Article VI Rates of Pay 3

Article VII Group Insurance 3

Article VIII Leaves of Absence 6

Article IX Hours of Service 8

Article X Seniority 8

Article XI Holidays 10

Article XII Vacations 11

Article XIII General Provisions 11

Article XIV Discipline, Probationary Period 12

Article XV 403B Match Program 12

Article XVI Grievance Procedure 13

Article XVII Duration of Agreement 16

Appendix A 2018 – 2021 Wages 17

Memo of Understanding – Wellness Program 18

ARTICLE I
PURPOSE

Section 1. Parties

This Agreement is entered into between School District No. 181, Brainerd, Minnesota, hereinafter referred to as the School District and the American Federation of State, County and Municipal Employees, Council #65, hereinafter referred to as the exclusive representative pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, as amended, hereinafter referred to as the P.E.L.R.A., to provide the terms and conditions of employment for secretarial-clerical employees during the duration of this Agreement.

ARTICLE II
RECOGNITION OF EXCLUSIVE REPRESENTATIVE

Section 1. Recognition

In accordance with the P.E.L.R.A., the School District recognizes Council #65, American Federation of State, County, and Municipal Employees, as the exclusive representative for secretarial-clerical employees employed by the School District, which exclusive representative shall have those rights and duties as prescribed by the P.E.L.R.A., and as described in the provisions of the Agreement.

Section 2. Appropriate Unit

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

Section 3. Non Discrimination

The Employer and the Union agree that Independent School District 181, Brainerd Public Schools, shall not discriminate based on race, color, national origin, sex or disability.

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 employees.

Section 2. Description of Appropriate Unit

All office, clerical and secretarial employees of Independent School District No. 181, Brainerd, Minnesota, who are public employees within the meaning of Minnesota statutes 179.03, Subd. 14, excluding supervisory, confidential and all other employees.

Section 3. School District

For the purposes of administering this Agreement, the term "School District" shall mean the School Board or its designated representative.

Section 4. Full-time Employee
An employee who works 40 hours per week.

Section 5. Part-Time Employee
An employee who works less than 40 hours per week.

Section 6. Nothing in this Article or any other Article shall be interpreted to be a guarantee of a minimum or maximum number of hours that the Employer may assign employees to work.

Section 7. Other Terms
Terms not defined in this Agreement shall have those meanings as defined by the P.E.L.R.A.

ARTICLE IV
SCHOOL BOARD RIGHTS

Section 1. Inherent Managerial Rights
The exclusive representative recognizes that the School Board is not required to meet and negotiate on matter 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. Reservation of Managerial Rights
The foregoing enumeration of rights and duties shall not be deemed to exclude other inherent management rights and 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. Request for Dues Check Off
The employer shall deduct from the wages of employees who authorize such a deduction in writing an amount necessary to cover monthly union contributions, and Employee approved Union PEOPLE deductions. Such monies shall be remitted as directed by the Union. Dues check off will commence within 30 days of employment.

The employer shall deduct from the pay of those employees who are not union members a *fair share fee* according to MN Statute 179A, Subd. 3 and shall remit such monies to the duly designated officer of the union. The Union will inform the Employer on or before January 1st of each year regarding changes to deduction information.

The Employer shall remit to the address designated by the Union the aggregate deductions of all employees together with an itemized statement showing the name of each employee from whose pay deductions have been made and the amount deducted during the period covered by the remittance. Such remittance shall be made on a monthly basis or on such other periodic basis as may be agreed upon.

The union agrees to indemnify and hold the employer harmless against any and all claims, suits, orders or judgments brought or issued against the employer as a result of any action taken or not taken under this article.

ARTICLE VI
RATES OF PAY

Section 1. Pay Procedures

Employees shall be paid on a semi-monthly basis. Nine, ten, and eleven month employees shall have the option to receive pay over a 12-month period.

Section 2. Wage and Rates

Wage rates are set forth in Appendix A.

School year 2018-2019	4% increase, employees receive steps
School year 2019 – 2020	2% increase, employees receive steps
School year 2020 – 2021	1% increase, employees receive steps

Section 3. Placement on the salary schedule

The district has discretion to place employees on the salary schedule according to the following guidelines:

Step 1: High School Diploma and/or 0-2 years of relevant work experience
Step 2: Related Associate's or Bachelor's Degree and/or 3+ years of relevant work experience
Step 3: No new hire will start at Step 3

Effective 7-1-2018, employees in the following positions will receive additional compensation of $2.00 per hour over and above salary and longevity:

- Registrars
- Accounts Payable
- Payroll/HR Secretary
- District Media Secretary
- MARSS/Enrollment
- Transportation Secretary

ARTICLE VII
GROUP INSURANCE

Section 1. Selection of Carrier

The selection of the insurance carrier and policy shall be made by the School District as provided by law.

Section 2. Health and Hospitalization Insurance-Single and Family Coverage

Effective July 1, 2018, the union will no longer be tied to the Teacher contract for purposes of health insurance. Full-time employees and part-time employees working .50 - 1.0 are eligible for a health insurance contribution from the district. Part-time employees working less than a .50 or 20 hour per week contract are not eligible. Eligible employees will be able to choose from Plan B, C, or G and will have a monthly district contribution outlined by the chart below. The premiums change on September 1st of each year.

	2018-19 Monthly District Contribution Effective 9/1/2018	2019-20 Monthly District Contribution Effective 9/1/2019	2020-21 Monthly District Contribution Effective 9/1/2020
Plan B Single	$722	$776	$833
Plan B Family	$1,562	$1,676	$1,798
Plan C Single	$732	$785	$842
Plan C Family	$1,542	$1,655	$1,776
Plan G Single	$565	$598	$633
Plan G Family	$1,300	$1,375	$1,455

A high deductible health plan (Plan G) will become available on January 1, 2019. Those employees who choose the high deductible health plan (HDHP) will also receive a match deposited into their health savings account (HSA) from the employer according to the following formula:

Employees electing HDHP single: $1 for $1 match up to $1,500 annually (January 1 – December 31)
Employees electing HDHP family: $1 for $1 match up to $3,000 annually (January 1 – December 31)

New employees approved by the School Board into the clerical bargaining unit after January 1, 2019 will receive a district contribution towards the high deductible health plan in an amount not to exceed $650 per month to a health insurance premium. New employees hired after January 1, 2019 are eligible to contribute to a Health Savings Account with no employer match.

Plans B and C will remain options for clerical unit employees until June 30, 2021. Plans B and C will sunset for clerical unit employees on June 30, 2021 and all clerical unit employees must convert to Plan G on or before that date.

An employee within this bargaining unit married to another employee in the District (both currently employed with a minimum of 60% contract) is eligible for one fully paid family plan or two fully paid single plans (if there are no legal dependents)..

Section 3. Income Protection

The School Board will participate in a long term disability insurance program by paying 100 percent (100%) of the annual premium. The income of the employee who becomes disabled from sickness or accident will be insured after sixty (60) consecutive calendar days to the extent of seventy percent (70%) of salary. Benefits will be payable as long as the employee remains totally disabled but not beyond his/her 65th birthday. Benefits to disabled employees will be determined and paid as described in the long term disability policy. Benefits will include $500 per month, for up to 17 months, for health insurance.

Section 4. Term Life Insurance

The School board will contribute 100 percent (100%) of the premium for $50,000 of term life insurance coverage for each secretary employed by the School District, working 20 hours or more per week, who qualifies for and is enrolled in the School District's group term life insurance plan.

Section 5. 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 herein, and no claim shall be made against the School District as a result of denial of insurance benefit by an insurance carrier.

Section 6. Duration of Insurance Contribution

An employee is eligible for School District contribution as provided in this Article for as long as employee is employed by the School District.
Upon termination of employment, all District contributions shall cease.

Section 7. Eligibility

Insurance shall apply to employees working twenty (20) hours per week or more. Personnel working under the Vocational Work Study Program or other part-time student help will in no instance be eligible for benefits.

Section 8. Unpaid Status

Employees participating in the District's insurance program who are on unpaid status for five (5) consecutive scheduled work days will, beginning on the sixth day, lose the District's participation in coverage's. Deductions will be computed as follows:

$$\frac{\text{District Cost of Insurance}}{\text{Annual Days Employed}} = \text{Daily rate}$$

Section 9. Contribution Spread

Nine, ten, and eleven month employees will have their contributions for insurance spread over a nine (9) month period from September to May.

Section 10. Health Insurance for Retirees

For employees hired prior to March 1, 2010. Upon retirement, between the ages of 60 and 64, with at least 15 years of service, the District shall contribute at the same rate identified in the contract that was in effect during the year of their retirement, with the balance of the cost for single or family coverage to be paid by the retiree until the retiree becomes eligible for Medicare or a maximum of 7 years, whichever occurs first. For an employee who retires under the Rule of 90 (full PERA retirement as defined by State Statute) and has at least 15 years of service, the District contribution shall continue for a maximum of 12 years from the date of retirement or at the end of the month the retiree becomes eligible for Medicare, whichever occurs first.

Employees hired after March 1, 2010 will not receive a defined health insurance benefit at the time of retirement under current retirement qualifications. Rather, employees hired after March 1, 2010, will receive a defined contribution from the District for a period not to exceed 22 consecutive years, following the schedule below:

Years 0 – 3 @ $0/year
Years 4 – 15 @ $800/year
Years 16 – 25 @ $1,600/year

Beginning in the 4th consecutive year of employment, contributions will be made to eligible, active employees and contributed to the District sponsored Health Reimbursement Arrangement, (HRA) on behalf of the eligible employee in June of each year. The District contributions and any accrued interest earnings will become vested

to the eligible employee upon successful completion of their 15th year of service. The vested employee may begin accessing their vested HRA account balance upon attaining age 60 and retiring from the District. If separation of service occurs prior to completing 15 years of service, any District contributions will remain with the district to be used to offset any current and or future District liabilities. At the time of qualified accessibility to vested HRA funds; reimbursements of eligible expenses will be governed by the plan document and in accordance with current IRS rules and regulations.

Section 11. Dental Insurance

This Bargaining Group shall have access to the non-certified dental insurance offered by the employer at their own cost. There will be no District contribution toward the monthly dental premium. All premiums due for the non-certified dental insurance are the responsibility of the employee and shall be collected through a payroll deduction.

ARTICLE VIII
LEAVES OF ABSENCE

Section 1. Sick Leave

Sick leave is earned by employees working 20 or more hours per week. Eligible employees shall accrue at the rate of one (1) sick day per month. Monthly sick leave accrual will be prorated for part-time employees whose normal work hours are between 20 and 39.9 hours per week. Sick leave will have unlimited accumulation. The following sick leave shall apply to all employees:

1. A credit of one day sick leave for each month employed shall be allowed. Days lost for sickness shall be deducted from current wages when they exceed accumulated sick leave credit. If a staff member is sick the week of a holiday, full holiday pay will be given and no deduction from leave credit will be made. A doctor's excuse is necessary if sick leave is used the day before or the day after a holiday.

2. Upon request to the principal/appropriate director, sick leave may be utilized for absences necessitated by illness, injury, medical, dental, or chiropractic care for the employee or the employee's immediate family. Immediate family is defined as the employee, the employee's spouse, the parents and children of the employee or the employee's spouse. In addition to the above listed family members employees may utilize sick leave for anyone covered by MN Statute 181.941- 181.944, as amended.

Section 2.

In case employees are absent on account of illness in excess of their accumulated leave, deduction is to be made on the basis of the employee's hourly rate for each day absent.

Section 3.

The School District may require an employee to furnish a medical certificate from a qualified physician as evidence of illness, indicating such absence was due to illness, in order to qualify for sick leave pay. However, the final determination as to the eligibility of an employee for sick leave is reserved to the School District. In the event that a medical certification will be required, the employee will be so advised.

Section 4.

Sick leave allowed shall be deducted from the accrued sick leave days earned by the employee.

Section 5.

Abuses of the privileges established for necessary absence shall result in the cancellation of all remaining unused days.

Section 6. Medical Leave

Leave of absence shall be granted for medical reasons (pregnancy included) for a period of time not to exceed twelve (12) months. Such leave of absence must be approved by action of the School Board.

Section 7. Bereavement Leave

Up to five days (5) leave shall be allowed for death in the employee's immediate family. The specific amount of leave allowed is subject to the discretion of the Superintendent, depending on the circumstances. Immediate family is defined as the employee's spouse, children, mother, father, step-parents, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparents, and grandchildren of the employee or the employee's spouse, or other relatives living in the same household of the employee. Time off for bereavement is not deducted from sick leave. One day of leave shall be granted for friends and family not listed above. Additional leave may be granted at the discretion of the principal/appropriate director.

Section 8. Worker's Compensation

Pursuant to M.S. 176, an employee injured on the job in the service of the School District and collecting Worker's Compensation insurance may draw sick leave and receive full salary from the School District, his/her salary to be reduced by an amount equal to the insurance payments and only that fraction of the days not covered by insurance will be deducted from his/her accrued sick leave.

Section 9. Insurance Application

An employee on unpaid leave is eligible to continue to participate in group insurance programs if permitted under the insurance policy provisions. The employee shall pay the entire premium for such insurance commencing with the beginning of the leave, and shall pay to the School District the monthly premium in advance.

Section 10. Credit

An employee who returns from unpaid leave shall retain experience credit for pay purposes and other benefits which he/she had accrued at the time he/she went on leave. No credit shall accrue for the period of time that an employee was on unpaid leave.

Section 11. Eligibility

Leave benefits provided in this Article shall apply only to full-time employees.

Section 12. Jury Duty

An employee may be excused without loss of pay to appear in court and serve on jury duty. In the event of jury duty, all sums received by the employee as reimbursement from the County will be turned over to the School District in lieu of having the day deducted from sick leave credit.

Section 13.

The School District will grant two (2) days of paid leave each school year to the bargaining unit for Union business.

Section 14. Leave of Absence

An unpaid leave of absence for one year may be requested by the employee and granted, subject to the approval of administration. The employee's seniority date shall not change and the employee shall return to their previous salary (no step for the leave year). The employee shall have the right to return to a position as

determined by administration in a comparable position (classification, months of service, assignment/location are factors to be considered). An employee on unpaid leave may be allowed to return to work at the beginning of the following school year if that arrangement is mutually agreeable to the employee and the administration.

ARTICLE IX
HOURS OF SERVICE

Section 1. Basic Work Week

A regular work week shall consist of forty (40) hours, exclusive of lunch, for full-time employees.

Section 2. Shifts and Starting Time

All employees will be assigned time and shifts as determined by the School District. No split shifts shall be assigned unless mutually agreed between the employer and employee.

Section 3. Lunch Period

Employees shall be provided a duty free period of at least thirty (30) minutes.

Section 4. Rest Breaks

Employees shall receive a total of thirty (30) minutes daily for "breaks". This may be taken in two fifteen (15) minute breaks or one thirty (30) minute break. Unless otherwise arranged with your administrator, you will not leave your building during those breaks. This will be duty free where reasonably possible.

Section 5. Overtime

Overtime will be paid at the rate of time and one half for all hours worked in excess of eight hours per day or forty hours per week. No overtime will be worked without the prior approval of the Supervisor. Compensatory time off at time and one-half (1 ½) may be taken by the employee in lieu of cash overtime with the approval of the Building or Department Administrator.

ARTICLE X
SENIORITY

Section 1.

Seniority shall be defined as an employee's length of continuous service with the Employer since his/her most recent date of employment.

Section 2.

Employees shall acquire seniority upon completion of the probationary period. Upon acquiring seniority, the seniority date shall revert to the first date of service. If more than one employee commences work on the same date, seniority ranking for such employees shall be determined by the School District.

Section 3.

A seniority list shall be given to the Union prior to December 1, of each year.

Section 4.

An employee shall lose his/her seniority through termination of employment or retirement.

Section 5.

Any vacancy or newly created position will be posted as an "internal" posting in each department where clerical employees work. "Internal" shall be defined as those employees currently working within the clerical unit in a clerical position, and shall include any clerical employee on lay off status with recall rights. Such

notice shall be posted for at least five (5) working days, and all interested applicants shall submit their application within the five (5) day period. If there are applicants from within the clerical unit, the vacancy shall be filled from among the present clerical unit applicants, giving first consideration to quantifiable qualification for the job and seniority. If it becomes necessary in making promotions, transfers or hires to bypass an employee in seniority, reasons for said denial shall be given in writing for such employee with a copy to the Union.

Section 6.

In the event of elimination of position or reduction of hours, the following shall apply:

6.1 Identification

1. Part-time, temporary, and/or probationary employees shall be laid off prior to any full-time employees.
2. The School District shall notify the Union, in writing, that all eliminations/reductions have been completed, and shall provide a list of the positions affected to the Union President. Employees to be laid off for an indefinite period of time shall be given a fourteen (14) calendar day notice of such layoff.

6.2 Procedural Steps

1. The employees displaced by either elimination of position or reduction of hours/months select one of the following options and report which one was selected to the Union President.
    A. If the employee's position was eliminated, the employee has the option of exercising bumping rights, retiring, or accepting the lay off, which shall not be contested by the School District.
    B. If the employee's position was reduced in terms of hours/months, the employee has the right of retaining the reduced position, exercising bumping rights, or accepting the layoff, which shall not be contested by the School District. If the employee chooses to accept the reduced position, the employee retains the ability to exercise bumping rights if the employee is bumped by another employee or the position is eliminated or further reduced in the future.
    C. The employee must select his/her option in writing within five (5) working days of the Union's receipt of written notification from the School District.

2. Employees are laid off on the basis of seniority beginning with the least senior employee. After lay-offs have occurred, the number of positions will equal the number of employees who have been displaced. The School District will notify the Union of the employees to be laid off. Such notification will occur after all statements of intention from affected employees have been received by the Director of Schools.

3. The most senior employee being displaced may bump the least senior employee with the same (or closest to) number of hours per day and length of the work year as his/her position which was

reduced/eliminated (ie. a 12 month employee who is cut to 9 months may bump the least senior employee with a 12 month position; if no 12 month position is held by a less senior employee, the most senior employee being displaced may bump the least senior employee in an 11 month position, etc.) If the least senior employee is bumped, he/she is placed into the pool by seniority to bump an employee less senior to him/her in the manner described above. In no event shall any employee bump any employee with more seniority.

4. If an employee opts not to bump, he/she will then be laid off.

5. An employee on lay off shall retain his/her seniority and right to recall for a period of twelve (12) calendar months after the date of lay off but shall not earn seniority while on lay off. If a position becomes available, employees will be recalled starting with the most senior employee on layoff status.

6. If a position becomes available after bumping has occurred, the position will be posted internally and all requests for transfer will be given consideration. The laid off employee(s) will then be recalled in order of most senior to least senior to any open position. Full-time employees will be recalled prior to part-time employees.

7. An employees' refusal to accept recall to a position of like status shall constitute resignation.

ARTICLE XI
HOLIDAYS

Section 1.

The following days shall be observed and shall be paid holidays for all employees who are full-time, salaried, and whose term of employment extends across such holidays:

New Years Day

Good Friday

Memorial Day

July Fourth

Labor Day

Thanksgiving Day

Day After Thanksgiving

Christmas Eve Day

Christmas Day

New Years Eve Day

If any of the days fall on Saturday or Sunday the preceding Friday or the following Monday shall be considered a holiday. If school is in session on the Friday or Monday preceding or following a weekend holiday listed above, a compensatory day off will be allowed at a later date.

Section 2.

Hourly people working twenty (20) hours or more a week will be eligible for a paid holiday. Pay for holidays will be based on their normal work hours.

ARTICLE XII
VACATIONS

Section 1.

Employees working twenty (20) hours or more per week are eligible for paid vacations. Vacation time shall be calculated from the employee's date of hire into the bargaining unit. Vacation will be prorated for part-time employees whose normal work hours are between 20 and 39.9 hours per week.

VACATION SCHEDULE

EMPLOYED WITH THE DISTRICT	12 MONTH EMPLOYEES	11 MONTH EMPLOYEES	10 MONTH EMPLOYEES	9 MONTH EMPLOYEES
Earned After One Year	7 Days	6 Days	6 Days	5 Days
Earned After Two Years	12 Days	11 Days	10 Days	9 Days
Earned After Eight Years	17 Days	16 Days	14 Days	13 Days
Earned After Fifteen Years	22 Days	20 Days	18 Days	16 Days

Employees must use vacation by their anniversary date of the following year. All employees anniversary will be changed to July 1, effective July 1, 2006.

Section 2.

Vacation time shall be arranged with an employee's immediate supervisor and scheduled so that all employees will not be gone at the same time in those offices where more than one person is employed. In the event of conflict of vacation, those employees with seniority will be given preference.

ARTICLE XIII
GENERAL PROVISIONS

Section 1. Leave Without Pay

During school vacations, an employee may be absent (without pay) if in the opinion of his/her supervisor he/she is not needed during that period.

Section 2. Mileage

Mileage will be reimbursed to employees for authorized travel at the current IRS rate.

Section 3. Medical Exam

A medical examination may be required as a pre-requisite to employment for personnel. If a medical examination is required by the District for employment, the cost of the exam becomes the responsibility of the District.

Section 4. Inclement Weather

It is the District's intent to have employees of this bargaining unit at work on all contract work days. Regardless of how a student day has been interrupted (closed, late start or early dismissal), employees are expected to come to work unless they will experience abnormally unsafe driving conditions. If an employee is unable to come to work on a day that school has been canceled or interrupted for students, the employee will either arrange a schedule with their immediate supervisor for the time to be made up within the following pay period or the employee must use a vacation day. If an employee is unable to come to work because of weather, but school is in session, the employee may use his/her vacation days. If the Governor cancels school statewide, employees shall not be required to report and will be compensated for the day(s).

ARTICLE XIV
DISCIPLINE, DISCHARGE, AND PROBATIONARY PERIOD

Section 1. Probationary Period

An employee under the provisions of this Agreement shall serve a probationary period of three (3) months continuous service in the School District, during which time the School District shall have the unqualified right to suspend without pay, discharge, or otherwise discipline such employee; and during this probationary period, the employee shall have no recourse to the grievance procedure, insofar as suspension, discharge or other discipline is concerned. 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 2. Completion of Probationary Period

An employee who has completed the probationary period may be disciplined, suspended without pay or discharged only for cause. An employee who has completed the probationary period and is disciplined, suspended without pay or discharged shall have access to the grievance procedure.

ARTICLE XV
403(B) ANNUITY MATCHING PROGRAM

All Secretaries will be eligible to participate in the 403(B) Annuity Matching program.

Section 1. Secretary Employee Match: Eligible and participating Secretaries must elect to participate in the 403(b) Annuity Matching program pursuant to the Annuity Plan requirements at the beginning of the plan year.

The District's contribution will be as below chart indicates. The District will make the forgoing matching contribution to only those Secretaries choosing to participate in an approved Secretarial employee's 403(b) annuity account offered by the District. The District's matching contribution will be dollar-for-dollar as required under Minnesota Statutes Section 356.24. Secretaries may contribute any dollar amount in excess of the maximum yearly district match, but the annual limit on the amount individual employees may contribute to

his/her 403(b) annuity account shall be governed by the applicable sections of the Internal Revenue Code and Regulations.

The Secretarial employee's elected contribution for the plan year (September 1 to the following August 31) shall be divided and withheld equally over the pay periods for the plan year.

Section 2. Approved Plans: The District will make matching contributions only to annuity plans offered by vendors mutually agreed to by the School District and Education Minnesota Brainerd.

Section 3. Election: Eligible and participating Secretaries must make application for participation in the 403(b) annuity matching program each year by September 1, for that school year. The plan year shall be from September 1, to the following August 31. Once an eligible employee elects to participate in the 403(b) annuity matching program, said election is irrevocable for that plan year and will continue each subsequent year unless modified by the employee who must notify the District and annuity carrier.

Section 4. Death of a Secretary Participant: If a Secretarial employee participant dies before retirement, the Secretary's 403(b) annuity account shall be given to his/her designated beneficiary, if any, otherwise to his/her estate.

Section 5. Leaving the District: Secretaries who, for whatever reason, leave the service of the School District prior to retirement shall retain ownership of District contributions and personal contributions made on their behalf to the date of separation. The District shall retain no current or future liabilities for said investment programs as a result of the severing of service.

Section 6. Applicable Laws: The 403(b) annuity matching program of Independent School District No. 181 and/or the District is subject to the Laws of the State of Minnesota, Minnesota Statutes Section 365.24 and the Internal Revenue Code. 26 U.S.C.@ 403(b). It is understood that the District's only obligation is to make contributions as specified in this Article and that no other claim shall be made against the District pursuant to the Article.

Section 7. 403 (B) Annuity Matching Program

403B MATCH SCHEDULE OF YEARLY CONTRIBUTION

0 – 3 Years = $0.00
4 – 9 Years = $425.00
10 – 14 Years = $550.00
15 – 19 Years = $800.00
20+ Years = $1,300.00

ARTICLE XVI
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 District as to the interpretation or application of terms and conditions 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 their behalf.

Section 3. Definitions and Interpretations

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 District's designee, setting forth the facts and the specific provision of the Agreement allegedly violated and the particular relief sought, within twenty (20) days after the date of the first 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. An effort shall first be made to adjust an alleged grievance informally between the employee and the School District's designee.

Section 5. Adjustments of Grievance

The School District 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. Level I: If the grievance is not resolved through informal discussions, the School District designee shall give a written decision on the grievance to the parties involved within ten (10) days after the receipt of the written grievance.

Subd. 2. 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 (10) 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 ten 10 days after receipt of the appeal. Within ten (10) days after the meeting, the Superintendent or his/her designee shall issue a decision in writing to the parties involved.

Subd. 3. Level III: In the event the grievance is not resolved in Level II, the decision rendered may be appealed to the School Board provided the appeal is made within ten (10) 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 (20) days after the receipt of the appeal. Within twenty (20) days after 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.

Subd. 4 Mediation: Prior to Arbitration, upon mutual agreement, the parties may enter into mediation as a resolution option.

Section 6. Denial of Grievance

Failure by the School District or its representatives to issue a decision within the time periods provided herein shall constitute a denial of the grievance, and the employee may appeal it to the next level.

Section 7. Arbitration Procedure

In the event that the employee and the School Administration 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 (10) 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 proper submission of a grievance under the terms of this procedure, the parties shall, within ten (10) 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 the Bureau of Mediation Services to submit a panel of arbitrators, pursuant to M.S. 179A.21, Subd. 2, provided that such request is made within twenty (20) days after the request for arbitration. The Employer and the Union shall alternately strike names until one name remains and that person shall be the arbitrator. The party requesting arbitration shall strike the first name and shall be responsible for notifying the arbitrator of the selection. Failure to agree upon an arbitrator or the failure to request an arbitrator 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 appeal party shall, within five (5) days after notice of appointment, forward to the arbitrator, with a copy to the School Administration, 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 District may make a similar submission or 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. 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 and written arguments relating to the issues before the arbitrator. The proceeding before the arbitrator shall be hearing denovo.

Subd. 6. Decision: The decision by the arbitrator shall be rendered within thirty (30) days after the

closing of the hearing. Decisions by the arbitrator in cases properly before him/her shall be final and binding upon the parties, subject, however, to the limitation of arbitration decisions as provided by the P.E.L.R.A.

Subd. 7. Expenses: Each party shall bear its own expense 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 at 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 arbitration.

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 and contained in this 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 within the legal limitation surrounding the financing of such operations.

ARTICLE XVII
DURATION OF AGREEMENT

Section 1.

The terms and conditions of this Agreement shall remain in full force and effect for the period of July 1, 2018, to June 30, 2021, and from year to year thereafter unless either party gives notice at least sixty (60) days prior to the annual renewal date of a desire to amend or terminate the Agreement.

BOARD OF EDUCATION
INDEPENDENT SCHOOL DISTRICT
NO. 181, BRAINERD, MINNESOTA

DATE 6/11/18

BY _____
School Board Chair

_____
School Board Clerk

AMERICAN FEDERATION OF STATE
COUNTY AND MUNICIPAL EMPLOYEES
AFL-CIO, MINNESOTA COUNCIL #65
LOCAL UNION #3215

DATE 7/11/18

BY _____
Union President

_____
Troy Bauch

APPENDIX A
GROSS MONTHLY SALARY SCHEDULE

Step:	2018-2019	2019-2020	2020-2021
1	$3,077	$3,139	$3,170
2	$3,233	$3,298	$3,331
3	$3,856	$3,933	$3,972

Effective July 1, of each year of the Collective Bargaining Agreement, all employees who are eligible will receive one (1) step salary adjustment

Effective 7-1-2018 Longevity pay shall be based on total years of service to the District and paid as follows:

Longevity: 10-14 years = $.40/hr
15-19 years = $.55/hr
20+ years = $.75/hr

MEMO OF UNDERSTANDING

BETWEEN INDEPENDENT SCHOOL DISTRICT #181 AND AFL-CIO, MN COUNCIL #65, LOCAL UNION #3215 CLERICAL-SECRETARIAL

REGARDING: WELLNESS PROGRAM

Employees may be eligible for sick leave buy-back based on their unused sick leave balance and their annual usage. The number of days to be repurchased by the District and paid to the employee will be based on:

1. The employee's lowest balance of available hours of sick pay during the preceding year; September 1st of the previous year through August 31st of the present year, and
2. The employee must use no more than four (4) sick leave days during the same time period.

This pay shall be paid out once per year on the first pay period in December. The number of days repurchased by the District will then be reduced from the employee's sick leave balance. The employee's current straight time rate of pay will be used to calculate the additional pay.

Employees who have maintained an unused sick leave balance as below and have used no more than four (4) sick leave days in the preceding year, September 1st through August 31st, shall have the following number of sick leave days repurchased or paid.

	1 day repurchased/ paid	2 days repurchased/ paid
12 month	480 hours	960 hours
11 month	440 hours	880 hours
10 month	400 hours	800 hours
9 month	360 hours	720 hours

BOARD OF EDUCATION
INDEPENDENT SCHOOL DISTRICT
NO. 181, BRAINERD, MINNESOTA

DATE 6/11/18

BY _____
School Board Chair

_____
School Board Clerk

AMERICAN FEDERATION OF STATE
COUNTY AND MUNICIPAL EMPLOYEES
AFL-CIO, MINNESOTA COUNCIL #65
LOCAL UNION #3215

DATE Troy Bakst 7/11/18

BY _____
Union President

Troy Bakst

Brainerd Public Schools

Opportunity. Innovation. Success.

Memorandum of Understanding

This is an agreement between ISD 181 and the AFL-CIO, MN Council #65, Local Union #3215 Clerical-Secretarial.

The district and union recognize that in rare circumstances an employee on a high deductible health plan may experience a medical bill that exceeds the amount in his/her Health Savings Account.

If this circumstance occurs, the employee will have the ability to request an advancement of the employee deduction agreed to at the beginning of the calendar year and the district HSA match. The employee will be expected to contribute his/her portion of the match back over remaining paychecks. If the employee severs employment mid-year, the employee will need to agree to pay his or her portion of the match back through payroll. Cases will be addressed annually on an individual basis and prior hardship does not guarantee hardship accommodation in subsequent years. MOU language must be readdressed at each contract negotiation. In no circumstances will the district apply more than the allotted employee or district match to the individual in a calendar year. It is the employee's responsibility to comply with all IRS rules regarding Health Savings Accounts.

This agreement will be in effect beginning January 1, 2019 and will only affect current employees hired prior to January 1, 2019.

ISD 181 Representatives:

Tom Hoglin — 7/10/18

Board Clerk Signature — Date

Laine D. Larson — 7/12/18

Superintendent Signature — Date

AFSCME Representatives:

Angela Clin — July 10, 2018

Union President Signature — Date

Troy Bauch — 7/11/18

Troy Bauch, AFSCME Staff Representative — Date