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AGREEMENT FOR CONDITIONS OF EMPLOYMENT

**INDEPENDENT SCHOOL DISTRICT NO. 361
INTERNATIONAL FALLS, MINNESOTA**

AND

**AMERICAN FEDERATION OF STATE, COUNTY & MUNICIPAL
EMPLOYEES; LOCAL #510**

July 1, 2017 to June 30, 2019

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AGREEMENT BETWEEN:

THE SCHOOL BOARD OF INDEPENDENT SCHOOL
DISTRICT NO. 361,

Hereinafter referred to as the School Board,

And,

AMERICAN FEDERATION OF STATE, COUNTY,
AND MUNICIPAL EMPLOYEES, LOCAL #510

Hereinafter referred to as the Union;

ARTICLE 1: PURPOSE

SECTION A: It is the purpose of this agreement entered into between the School Board and the Union, pursuant to and in compliance with the Public Employment Labor Relations Act to set forth the working conditions of the employees.

SECTION B: The provisions of this agreement constitute the sole procedure for the processing and settlement of any claim by an employee or the Union of a violation by the School Board of this agreement.

ARTICLE 2: RECOGNITION

SECTION A: The School Board hereby recognizes American Federation of State, County and Municipal Employees, Local #510 as the Exclusive Representative (Union) for the following full-time and part-time employees: secretaries, janitors, fireman, mechanic, transportation coordinator, and cooks; excluding accountant, bookkeepers, superintendent's secretaries, crossing guards, transportation director, maintenance director, food service director, noon supervision employees, and all other employees as certified by the Minnesota State Labor Conciliator on August 2, 1968.

SECTION B: The Union shall represent all such employees of the School Board contained in the appropriate unit as defined in Article II, Section A and who meet the mandatory employment levels of at least fourteen (14) hours per week or thirty five (35) percent of the normal workweek in the employees bargaining unit, employees who hold positions of a temporary or seasonal character for a period in excess of 67 working days in any calendar year, and part time employees working at least one hundred (100) days if they are under the age of 22 and full-time students. The School Board shall not enter into any agreement with the employees under the jurisdiction of this agreement, either individually or collectively, which in any way conflicts with the terms or conditions of this agreement.

ARTICLE 3: DEFINITION OF TERMS

SECTION A - EMPLOYEE: Any person employed by the School Board and under the jurisdiction of the Union.

SECTION B - FULL-TIME EMPLOYEE: Any employee who regularly works eight (8) hours per day and/or forty (40) hours per week, with annual service year of 2,080 hours. Secretaries and head cooks hired prior to July 1, 2010 or those employees hired prior to July 1, 2010 and promoted to a head cook position are considered full-time for the purposes of receiving paid holidays, paid vacation, and benefits.

SECTION C - PART-TIME EMPLOYEE: Any employee who regularly works less than eight (8) hours per day and/or forty (40) hours per week, but at least fourteen (14) hours per week, with part-time FTE calculated on service year base of 2,080 hours.

SECTION D - FULL TIME EQUIVALENCY (FTE): Ratio of full-time to part time used to calculate benefits. Calculation is # daily hours regularly assigned times the # days regularly assigned divided by 2,080 hours. Assigned days for food service personnel will be student contact days (currently 174) as annually approved by the School Board along with any days before school is in session, after school is out of session, or in-service days as assigned by Administration. FTE is exclusive of any overtime hours, but does include paid holiday and/or vacation hours. Daily FTE is ratio of hours assigned in a typical day divided by eight (8).

SECTION E - SENIORITY DATE: The first day of uninterrupted service as either part-time or full-time employee, as defined in Section B and Section C of this article, in a position represented by the Union. Service for an employee on leave, thus substitute service, shall not be recognized as service for the purpose of establishing seniority or for the purpose of probationary service as probationary period is defined in this contract.

SECTION F - ANNIVERSARY DATE: The date that the employee started to accumulate vacation benefits under this contract.

ARTICLE 4: RIGHTS AND RESPONSIBILITIES OF PARTIES

SECTION A - INHERENT MANAGERIAL RIGHTS: The exclusive representative recognizes that the School District is not required to meet and negotiate on matters of inherent managerial policy which include, but are not limited to, such areas of discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, the organizational structure and selection and direction and number of personnel.

SECTION B - MANAGEMENT RESPONSIBILITIES: The exclusive representative recognizes the right and obligation of the School Board to efficiently manage and conduct the operation of the School District within its legal limitations and with its primary obligation to provide educational opportunity for the students of the School District. The exclusive representative also recognizes the School Board's responsibility to provide facilities for the education of the students of the School District.

SECTION C - EFFECT OF LAWS, RULES AND REGULATIONS: The exclusive representative recognizes that all employees covered by this Agreement shall perform the services prescribed by the School Board and shall be governed by the laws of the State of Minnesota and by School Board rules, regulations directives and orders, issued by properly designated officials of the School District. The exclusive representative also recognizes the right, obligation and duty of the School Board and its duly designated officials to promulgate rules, regulations, directives and orders from time to time as deemed necessary by the School Board insofar as such rules, regulations and directives and orders are not inconsistent with the terms of this Agreement.

SECTION D: Employees shall have the right to form and join labor or employee organizations, and shall have the right not to form and join such organizations.

SECTION E: All grievances by employees shall be processed in accordance with the grievance procedure in this agreement.

SECTION F - DUES CHECK OFF: Upon receipt of a properly executed authorization card from the employee, the School Board will deduct from the employee's paycheck the dues and other deductions that the employee has agreed to contribute to the Union during the period provided in said authorization. All employees in this bargaining unit who are not members of the Union shall be required to contribute through payroll deduction to maintenance of service fee per month as determined by the Union in accordance with Minnesota Public Employment Relations Act, as amended.

Membership may be terminated by the employee by giving thirty (30) days written notice to the District Payroll Clerk.

Contributions shall be made the second pay period of each month and transmitted to the Union, together with a list of names of the employees from whom deductions were made.

ARTICLE 5: RATES OF PAY

SECTION A - RATES OF PAY:

Subd. 1: The wages and salaries reflected in Schedules A, and B attached hereto shall be a part of the Agreement for the period commencing July 1, 2017 to June 30, 2019.

Subd. 2: The Administration and School Board shall make final determination as to what the employee's classification shall be.

Subd. 3: Employees will be paid a total of twenty-six (26) pay periods on a bi-weekly basis with payroll to be made through direct deposit.

SECTION B - BUS DRIVER SALARIES:

Subd. 1: Employees who operate school buses shall have their rate of pay increased to the minimum bus driver rate of pay when working in said classification; but in the event said minimum wage rate is

less than the employees regular rate of pay the employee shall be paid their regular rate of pay for bus driving duties.

Subd. 2: Employees who operate school buses on planned out of town extra-curricular trips shall be paid the At Will bus driver rate.

Subd. 3: Employees hired prior to July 1, 2007, in the following employee classifications: janitor, pool janitor, fireman, mechanic, transportation coordinator and who held a bus driving license prior to July 1, 2007, may elect not to drive regular to and from school runs if they give at least thirty (30) days notification with notice to remain in effect until further notice by the employee. Employees in said classifications who hold a bus driving license as of July 1, 2007, must still maintain their license whether actively driving a regular to and from school run. All employees hired in said classifications after July 1, 2007 shall secure and maintain a bus driver's license and drive bus routes as directed by the District.

Maintenance Category employees will acquire bus driving license within one hundred ten (110) days of being hired or this will be cause for dismissal. Employee will notify Supervisor when written test is completed. Supervisor will arrange behind the wheel training following notification or completed written test. Hours required by the District for training and testing will be within reason.

Subd. 4: The Transportation Coordinator position shall be assigned primarily to the Bus Garage and will follow the Transportation Coordinator job description. The position will be included in the Maintenance Category and compensation shall be as per the Rates of Pay Schedule. This position may be assigned dispatching duties which could include assigned overtime as part of the regular assignment. Said overtime is exclusive to this position. This position will have first priority to accept a bus route on an annual basis if need exists and schedule allows, and would result in overtime for actual hours worked over eight in one day.

SECTION C – OVERTIME:

Subd. 1: The work week for all full-time employees in this unit shall be forty (40) hours. Time in excess of forty hours in one week or eight (8) hours in one day will be paid at one and one-half (1 1/2) times the employee's hourly base rate of pay.

Subd. 2: Employees assigned for Sunday duty as part of their regularly assigned weekly shift shall be compensated at one and one-half times their regular hourly rate. Employee providing assigned service on Sundays where such service is in excess of the employee's forty (40) hour work week, or in excess of an eight (8) hour work day, shall be compensated at double time.

Subd. 3: Properly licensed firemen required to check buildings will be allowed one (1) hour at the overtime pay rate if in excess of eight (8) daily hours or forty (40) weekly hours unless more time is authorized by the administration.

Subd. 4: Employees will be paid a minimum of two (2) hours overtime for emergency call outs.

Subd. 5: The School District and LS10 employees may utilize compensatory time as per the F.L.S.A. All overtime assigned shall be approved by the Administration and shall be paid in accord with this agreement. In those instances where compensatory time is approved in lieu of overtime payment, such

compensatory time must be approved by the Administration and be acceptable to the employee. All approved compensatory time shall not exceed eighty (80) hours annually, and shall be taken with administration approval prior to August 15th of each contract year. Any unused compensatory time shall be paid as overtime at the pay rate in effect when overtime was served.

Subd. 6: Planned overtime shall be offered to the most senior available qualified employee in the building in which overtime arises whenever possible. In the event of an emergency the Supervisor is encouraged to call the most senior qualified employee, however, may call whoever is available and qualified. This provision is not grievable. This subdivision will sunset June 30, 2019.

Subd. 7: Overtime will be paid bi-weekly.

SECTION D – CERTIFICATION PAY:

Subd. 1: Should any maintenance employee be required by the employer to be the Chief Engineer in charge of all aspects of the boilers within the district, he/she shall be paid an additional \$.50 per hour for normal scheduled hours (2,080) during the period of which this responsibility is expected by management (District does not have a Supervisor with appropriate boiler license to oversee duties).

ARTICLE 6: HOLIDAYS

SECTION A: All full-time employees shall receive the following paid holidays: New Year's Day; President's Day; Good Friday; Memorial Day; July 3; July 4; Labor Day; Thanksgiving Day; Friday after Thanksgiving; Christmas Day; and two (2) floating holidays to be taken with Administrative approval, after one week's advanced notice. Effective July 1, 2013 payment of the July 3 and July 4 holiday shall be excluded for those employees who are not scheduled to work the full month of July.

SECTION B: Employees who are required to work on any of the above holidays shall receive two (2) times their hourly rate of pay for all hours actually worked in addition to their holiday pay.

SECTION C: When a holiday falls on a Saturday, it shall be observed on the preceding Friday, and when a holiday falls on a Sunday, it shall be observed on the following Monday. If July 3rd, July 4th, or both fall on a weekend, the holiday shall be observed in conjunction with that weekend, but as set by the Superintendent of Schools.

ARTICLE 7: VACATIONS

SECTION A - FULL-TIME EMPLOYEES: This section provides for vacation benefits for all full-time employees.

Subd. 1: Full-time, twelve (12) month employees shall be entitled to the following vacation benefits per year with pay:

- a. 80 hours vacation after one year of full-time service.

- b. 120 hours vacation after seven years of full-time service.
- c. 160 hours vacation after thirteen years of full-time service.
- d. 200 hours vacation after eighteen years of full-time service.
- e. 240 hours vacation after twenty-five years of full-time service.

Employees covered under this section shall not receive vacation benefits until they have completed one (1) full year of employment with the District.

Subd. 2: All employees hired prior to July 1, 2010 who are full-time or subsequently promoted to full-time and who work 1,733.3 hours or more, but less than 2,080 hours and full time cooks shall have vacation prorated. Proration for current employees hired prior to July 1, 2010 shall be rounded up to the nearest half day prior to conversion to hours.

Subd. 3: Any employee less than 1.0 FTE hired after July 1, 2010 shall not be eligible for vacation benefits under Article 7, Section A, Subd 1 or 2, but receive benefits pursuant to Article 10, Section F, Other Leave.

SECTION B: Vacations cannot be accumulated and must be taken before the next anniversary date. However, exceptions might be made by request of the Administration. Employees working less than 2,080 hours and are eligible for vacation shall have unused vacation time paid off prior to the employee's anniversary date.

SECTION C: Full-time employees will arrange their vacation schedule through their Supervisor. Application for vacation approval shall be submitted in the computer system five (5) days prior to the vacation date. Vacation change may be granted with less than five (5) days' notice if agreed to by the employee's Supervisor. Vacation pay on a non-student day for those employees who work less than 2080 hours will be allowed; however, the FTE assignment as of July 1 of each year will not be altered due to the use of vacation on a non-student day. (This provision applies solely to employees Debbie Mitchell, Lori Jorgenson and Josie Toninato).

Vacation records shall be kept by the District electronically.

SECTION D: Seniority shall govern whenever possible, in the choice of vacations, but vacations must not be permitted to interfere with the efficient and continuous operation of the School District.

ARTICLE 8 - GROUP INSURANCE

SECTION A - HEALTH AND HOSPITALIZATION INSURANCE:

Subd. 1 - Single Coverage: The School Board shall contribute a maximum sum of \$524 per month for 2017 – 2018 and 2018 – 2019 toward the premium cost for individual coverage for each full-time employee who qualifies for and is enrolled in the School District Group Health and Hospitalization plan. Any additional cost of the premium shall be borne by the employee and paid by payroll deduction.

Subd. 2 - Family Coverage: The School Board shall contribute a maximum sum of \$1,276 per month for 2017 – 2018 and 2018 – 2019 toward the premium cost for family coverage for each full-time

employee who qualifies for and is enrolled in the School District Group Health and Hospitalization plan and who qualifies for family coverage. Any additional cost of the premium shall be borne by the employee and paid by payroll deduction

Subd. 3 - Prorated Benefits: (Employees hired prior to July 1, 2010) All health insurance benefits shall be prorated for those full time employees working less than 2080 hours in a year. If the assigned duty is 1,733.3 hours or more, employee would receive twelve (12) months of District paid health contribution.

Subd. 4 - Prorated Benefits: Employees hired at less than 1.0 FTE after July 1, 2010 and working a minimum of 1456 hours in a contract year would receive pro-rated health benefits pursuant to their FTE.

Subd. 5: Employees hired at less than 1.0 FTE, and working a minimum of thirty (30) hours per week, but not qualifying for insurance in the above subdivisions will receive \$415.83 per month towards the premium cost for individual or family coverage in the School District Group Health and Hospitalization plan.

Subd. 6: The District's only obligation is to purchase an insurance policy and pay such amounts as agreed to in this Agreement, and no claim shall be made against the District as a result of denial of insurance benefits by an insurance carrier.

Subd. 7: Employee who retires and is eligible to receive annuity payments from a Minnesota public pension plan, and who has provided the District with ten (10) years of professional service, may continue coverage under the District's medical insurance plan at the employee's own expense. The employee may elect either single or family coverage. Upon the death of the employee, any family members covered by the medical insurance plan at the time of the employee's death may continue coverage at their own expense.

An employee who becomes permanently disabled and discontinues service to the District may continue coverage under the District's medical insurance plan at the employee's own expense. The employee may elect either single or family coverage.

Employee's spouse and dependents shall be able to continue in the District's medical insurance program, at their own expense, as such continued participation is allowed under law and State and Federal Rule.

When an employee or dependent spouse covered under the District's medical insurance becomes eligible for Federal Medicare or other similar coverage, the employee or dependent spouse shall be able to continue in the District's medical insurance program, at their own expense, as such as continued participation is allowed under law and State and Federal Rule.

SECTION B - DENTAL INSURANCE: Employees hired after July 1, 2010 and assigned a minimum of 1,456 hours in a contract year will qualify for benefits under this section. Employee's annual FTE will be applied against the following contribution caps in determination of benefit amount.

Subd. 1 - Single Coverage: The School Board shall contribute up to the sum of \$19.79 per month toward the premium for individual coverage for all full-time employees who qualify for and are enrolled

in the School District group dental plan. Any additional cost of the premium shall be borne by the employee and paid by payroll deduction.

Subd. 2 - Family Coverage: The School Board shall contribute up to \$49.40 per month toward the premium for family coverage for all full-time employees who qualify for and are enrolled in the School District group dental plan and who qualify for family coverage. Any additional cost of the premium shall be borne by the employee and paid by payroll deduction. To qualify for family coverage, an employee must have bona fide legal dependents consisting of a spouse or child or both.

Subd. 3 - Prorated Benefits: All dental insurance benefits for employees hired prior to July 1, 2010 shall be prorated for those full-time employees working less than ten (10) consecutive months in a year.

SECTION C – FLEX BENEFITS: All employees shall have the right to participate in the District’s 125 flexible benefit plan with no District contribution.

SECTION D - TERM INSURANCE: The School Board shall pay the total cost of \$50,000 group term life insurance for all full-time employees. The School Board shall pay the total cost of \$25,000 group term life insurance for all part-time employees. Additional insurance may be purchased at the employee's own expense as stipulated in the insurance policy. Per Madison National Life (National Insurance Services) the amount of Basic and Optional Life Insurance reduces to 65% of state coverage upon attainment of age 70, reduces to 40% of state coverage upon attainment of age 75 and reduces to 25% of stated coverage upon attainment of age 80 and terminates upon retirement.

SECTION E - DURATION OF INSURANCE CONTRIBUTION: An employee is eligible for School Board contributions as provided in this Article as long as the employee is employed by the School Board. Upon termination of employment, all School Board participation and contributions shall cease effective on the last working day.

ARTICLE 9: POST-EMPLOYMENT COMPENSATION

SECTION A - PLAN ELIGIBILITY

Subd. 1: Employees who are covered by this agreement, have provided the School District with a minimum of ten (10) years of continuous service, and qualify for a PERA annuity shall be eligible for post-employment benefits to be contributed to the employee’s health care savings plan (HCSP) administered by the Minnesota State Retirement System.

- A. **Maximum District Contribution:** The maximum District contribution to the employee’s health care savings plan (HCSP) will be the product of 50% of accumulated sick leave times his/her rate of pay at the time of severance not to exceed 720 hours of the employee’s accumulated sick leave. Those employees severing service with the accrued maximum of 1,440 hours sick leave shall receive an additional 80 hours value contributed to his/her HCSP account.

- B. Time of Contribution: One lump-sum payment of the calculated value of the employee's HCSP will be placed into the employee's HCSP account within thirty (30) days following severance of employment.
- C. Death of Qualifying Employee:
 - 1. Employee qualified, but had not severed service: One lump-sum payment of the calculated value will be paid to the employee's estate within thirty (30) days following the death of the employee.
 - 2. Employee qualified and severed service, but had not received full payment into HCSP: Remaining amount owed to employee would be paid in a lump sum to employee's estate.

ARTICLE 10: LEAVES OF ABSENCE

SECTION A - SICK LEAVE: All full-time, 2,080 hour employees shall receive 120 hours sick leave annually accumulative to 1,440 hours.

All employees excluded by Section A and covered by this agreement shall receive sick leave annually at a rate of one hundred twenty 120 hours times their annual FTE rounded to the nearest half hour. Sick leave is accumulative to 1,440 total hours.

Subd. 1: Sick leave shall be allowed by the School Board whenever an employee's absence is found to have been due to illness of the member, dependent minor child, adult child, spouse, sibling, parent, grandparent, or stepparent, and which prevents his/her attendance and performance of duties on that day or days with a limit of one hundred sixty (160) hours in any twelve (12) month period for all except the member, spouse, and dependent minor child.

Subd. 2: Unused sick leave hours may accumulate to a maximum credit of 1,440 hours. When his/her sick leave account is at its maximum, any additional sick leave hours earned will accrue in a separate individual catastrophe account. The hours in the catastrophe sick leave account may be used only if the following criteria are met.

- A. A health catastrophe(s) must have caused an extreme depletion of accrued sick leave hours in accordance with the following:
 - a. A health catastrophe is defined as being any illness or injury resulting in loss of accrued sick leave in excess of 640 sick leave hours during any 365 day period. An illness cannot be considered a catastrophe until the employee has accumulated an unused balance in his sick leave account of 1,440 hours.
 - b. For the purpose of this subdivision, health absences within a 365 day period need not be consecutive to be considered catastrophic.
 - c. The balance of catastrophe sick leave days will be transferred to the regular sick leave account only at the time of retirement and only if the employee had a catastrophic

illness. The maximum number of catastrophe hours that can accumulate is 800 hours. Accumulation of catastrophe sick leave shall start July 1, 1989.

- d. The maximum number of combined catastrophe and sick leave hours which can accumulate for purposes of the Health Care Savings Plan contribution cannot exceed 1440 hours.
- B. The School Board may at its option, grant the use of catastrophic sick leave account days in unusual circumstances covered by this section.
- C. At the beginning of each fiscal year (July 1), sick leave hours will be credited to the regular sick leave account first. Any hours remaining shall be credited to catastrophic sick leave in accord with Subd. 2, of this section.

Subd. 3: The School Board may require an employee to furnish a medical certificate from the school health officer or from a Licensed Practitioner of the Healing Arts as evidence of illness, indicating such absence was due to illness, in order to qualify for sick leave pay.

Subd. 4: In the event that a medical certificate will be required, the employee will be so advised.

Subd. 5: Sick leave allowed shall be deducted from the accrued sick leave hours earned by the employee.

Subd. 6: Sick leave pay shall be approved only upon electronic submission of a request on the District Skyward Employee Access system or the District paper form if requested by Supervisor. Sick leave pay on a non-student day for those employees who work less than 2080 hours will be allowed if the following conditions are met:

- A. Employee was scheduled to work that day
- B. Medical appointment was scheduled prior to being declared a non-student day.

Subd. 7: During the last year of employment, employee may accumulate up to 1,560 hours of sick leave of which only 1,440 hours may be retained for purposes of Article 9, Section A, Subd. 1.

SECTION B - WORKER'S COMPENSATION:

Subd. 1: If an employee of the School Board receives a compensable injury and has accrued benefits under either sick leave or vacation plan, the School Board shall pay the difference between the compensation received by the employee and his/her regular monthly pay rate, same to be deducted first from the said accrued sick leave benefits or upon exhaustion of sick leave, accrued vacation benefits; the School Board will provide for the payments described in this section during the periods of disability. It is understood that the additional payments made to the employee over and above that paid by the Worker's Compensation shall not exceed the amount of credits which an employee is entitled to from such accrued sick leave and vacation benefits.

A deduction shall be made first from the employee's accumulated sick leave and second from vacation accrual time for time lost due to injury under Worker's Compensation.

SECTION C - OTHER EMERGENCY LEAVE:

Subd. 1: All employees shall be allowed for death or critical illness in the immediate family of the employee or the employee's spouse (father, mother, sister, brother, son, daughter, grandparents and grandchildren), a leave of absence with pay of five (5) assigned shifts per year when travel is required and three (3) assigned shifts per year without travel, not cumulative. This leave is to be deducted from sick leave. Leave in case of any relatives not listed will be judged by the Superintendent on the merits of each individual case. Repetition of leave for illness or death in a family in the same year must be approved by the Superintendent. Emergency leave is only for that period of time that an emergency exists. Employees are expected to return to work once the emergency passes. Critical illness is defined as meeting any one of the following criteria:

1. The family member is listed by a hospital in critical condition
2. The family member is in the hospital and in intensive care
3. The family member is to be administered a general anesthetic for inpatient or outpatient surgery
4. The family member is hospitalized due to an emergency accident or illness and the condition of the family member is not known immediately
5. The Superintendent of Schools may make other approvals based upon special circumstances
6. Employee may appeal Superintendent's decision to the School Board.

SECTION D - JURY DUTY: Any employee who is required to be absent from work because of jury duty will be paid the difference between the compensation received for such duty and the amount of salary he/she would have earned during the period that he/she was on jury duty. Such payment will be made only upon presentation of a voucher to the school Payroll Clerk showing jury fees received from the court. When an employee is required to perform jury duty only part of his/her regularly scheduled day, it is agreed that he/she will report to work at his/her school for that portion of the day not required for jury duty. The employee will be required to furnish evidence of time spent on jury service.

Any employee who is required to be absent from work because of being subpoenaed, except as a hostile witness or an adversary of the School District when the party is seeking judgment against the School District, will be paid the difference between the compensation as a witness and the compensation received for the employee's regular duties.

SECTION E - PROFESSIONAL LEAVE: Two (2) paid days per year for each of three (3) union officers or their designee will be allowed for professional, union leave.

SECTION F - OTHER LEAVE: Employees not qualifying for vacation in Article 7 will receive the following paid leave:

1. Starting year through year 6: Forty (40) hours per year times daily FTE
2. Year 7 and beyond: Sixty (60) hours per year times daily FTE

Other leave will be awarded the first day of service of each contract year. In the event the employee's employment is severed with the District prior to completing the full contract year, that year's other leave would be prorated to the date of severance. Should an overpayment of other leave occur, the overpayment will be deducted from the employee's last payroll check.

In the event an employee is hired mid-year whom qualifies for other leave, employee would be awarded pro-rated other leave on first day of service for that contract year.

Employee may carryover a maximum of sixteen (16) hours of other leave to be used the following year.

The employee's daily FTE will be based on their regular school year assignment defined as the period of August 15th through June 15th of each year. Additional leave will be given for any summer hours assigned from June 16th through August 14th. Calculation of additional leave will be as follows:
Summer hours / 2080 = ___ fte x 40 or 60 hours per above schedule.

SECTION G – FMLA: All leaves under this article qualifying for Family Medical Leave, under state and federal Family Medical Leave Act (FMLA) statute and rule will be considered to run concurrently with FMLA eligible leave, with the exception that the first three (3) days of an employee's absence due to illness, accident or injury will not initiate FMLA; concurrent FMLA leave would begin on the fourth (4) day of such an event.

SECTION H - LEAVES WITHOUT PAY: Leaves without pay shall be considered only if such leave meets the definition of paid leaves as defined by this article and the employee has exhausted all leave of absence relative to the request.

SECTION I – EXTENDED PERSONAL LEAVE: An employee with a minimum of three (3) years of experience with the District shall be eligible for a one (1) year leave of absence without pay or benefits. The employee may apply in writing to the School Board no later than August 1 of the upcoming school year and must notify the district in writing of their intent to return the following school year no later than February 1 of the year of the leave. The employee is guaranteed their former position assuming the exact position remains and if not, is guaranteed a position based on seniority. The request for extended personal leave may be denied if no qualified or required licensed replacement can be obtained. An employee shall not be eligible for such leave again for a period of three (3) more years.

ARTICLE 11: HOURS OF SERVICE

SECTION A - BASIC WORK WEEK: A work week shall consist of forty (40) hours for full-time employees. A work day shall be eight (8) hours.

SECTION B - PART-TIME EMPLOYEES: The School Board reserves the right to employ such personnel as it deems desirable or necessary on a part-time or casual basis.

SECTION C - SHIFTS AND STARTING TIME: All employees will be assigned starting times and shifts as determined by the School Board. Employee work week shall be scheduled between 12:01 a.m. Monday and 11:59 p.m. Sunday. An employee will be given advance notice of five (5) calendar days for a shift change unless it is for snowplowing or deemed an emergency by the supervisor. The five (5) day shift change notice shall not apply to the part-time floater position. Any employee unable to report for

his/her shift shall contact his/her immediate supervisor or leave a message on supervisor's school district voice mail prior to the beginning of the employee's scheduled shift.

SECTION D - SCHOOL CLOSING: On days when school is closed due to emergency situations, all employees are to report for work unless it is announced on the local radio stations(s) or a phone message is transmitted by the District that they are not to report. Those who are not required to work may choose to be docked in pay, take vacation, or take a floating holiday. Those employees who are required to report for work are to receive a minimum of four hours of pay or up to the length of time of their shift, whichever is least. If an employee is required to report for work, he/she may work the entire shift. If any employee is required to report for work and cannot make it, then he/she must notify their supervisor as soon as possible.

ARTICLE 12: PHYSICAL EXAMINATIONS

SECTION A - CHEST X-RAYS: Chest x-rays, if required by the School Board, will be paid for by the School Board.

SECTION B: Annual physical examinations required of bus drivers shall be paid by the School Board. An employee who fails to pass his/her State required bus driver physical but who substantiates with a doctor's statement his/her capability to perform all other regular and normal work duties, shall not be terminated by the School Board due to failing the bus driver's physical examination.

ARTICLE 13: SENIORITY

SECTION A: Employees under jurisdiction of the Union, as determined by the State Labor Conciliator, shall be covered herein and placed on the seniority list. The following categories shall have separate seniority lists: Facilities Personnel (janitors, certified pool janitor, fireman/mechanic, transportation coordinator); Food Service Personnel (head cook, assistant cook, cafeteria helper); Program Support Personnel (secretaries).

SECTION B: Seniority standing shall be granted to all employees. The standing is to be determined on the basis of total length of continuous service while under the jurisdiction of the Union. All new employees permanently hired by the School Board shall be on probation for a period of one hundred twenty (120) working days and upon successful completion of such probationary period, then seniority will revert to the first day of their employment under the jurisdiction of the Union, unless more than one employee is hired on the same date, then seniority shall be determined by order of hire as recorded in official board minutes. During such one hundred twenty (120) working days of employment, the employees may be discharged by the School Board without cause. Employees who are temporarily employed by the School Administration without formal action of the School Board in a position to which no member has rights to and are in continuous service in a position under the jurisdiction of the Union in excess of one hundred twenty (120) working days, shall be placed on the seniority list and their seniority shall revert to their employment date.

SECTION C: An employee shall lose his seniority standing upon voluntary resignation from employment or upon discharge. An employee's seniority shall not be terminated because of absence due to paid sick leave, authorized leave of absence either paid or unpaid, or temporary layoff exclusive of ULA.

SECTION D: In the event a general lay-off is contemplated, the School Board shall advise the employees and the Union, to discuss the problem with them before any action is taken.

SECTION E - UNREQUESTED LEAVES OF ABSENCE AND RECALL:

Subd. 1: In the event of a layoff, employees shall be laid off according to seniority in the inverse order of hiring. Employees shall be recalled according to seniority in the inverse order of layoff.

Subd. 2: When placed on unrequested leave of absence the employee will file his/her name and address with the Superintendent's Office to which any notice of reinstatement or availability of positions shall be mailed. Notification of change in address will be the responsibility of the employee. Failure of a notice to reach the employee will not be the responsibility of the school district if any notice has been as provided herein.

Subd. 3: If a position covered by this agreement becomes available to a qualified employee on unrequested leave of absence, the School District shall by certified mail notify such employee. The employee will have fifteen (15) calendar days from the date of such notice to accept the notice of reemployment, and twenty-one (21) calendar days to report for work. Failure to reply or report for work as stipulated herein will constitute a waiver on the part of the employee. An employee may reject any offer of employment not equal to or greater than the level of employment of the employee at the time the employee was placed on unrequested leave, with such rejection not affecting the employee's right to recall. An employee refusing a recall offer that would be equal to or greater than the employee's pre-layoff status, within the timelines in this subdivision, shall forfeit all recall rights under terms of this section.

Subd. 4: Recall rights shall be for two (2) years (24 calendar months) following date of placement on unrequested leave. Employees on ULA who have exhausted their recall rights, will have accrued sick leave and other accrued benefits restored if the employee is hired to fill a vacancy within one year of termination of recall rights.

Subd. 5: Any employee placed on unrequested leave of absence may accept employment outside the school district during the period of unrequested leave and still sustain recall rights under the terms of this agreement. Any temporary employment by the school district (less than thirty (30) consecutive working days) during an employee's layoff period in a position less than the position formerly held by the employee and in the employee's same job classification shall be compensated in accord with wages specified in Schedules A, B and C of this agreement.

Subd. 6 - Summer Workers: The District reserves the right to hire summer workers to aid in the process of keeping facilities clean, maintained and grounds manicured prior to recalling members from ULA as long as the classifications of janitor, pool janitor, fireman, transportation coordinator and mechanic are at the same level as they were on January 1 of the current school year. Summer workers will collaboratively work with union members to complete tasks that are typically completed during summer months. In the event that staff in said classifications are reduced between January 1 and the

end of the current school year, summer help will not be allowed to be hired that summer unless members that were reduced are returned to whole.

SECTION F: The employer shall notify the employee no less than fourteen (14) days prior to any reductions or eliminations. In the case of a reduction of forces or the elimination of a position, a senior employee may exert his/her seniority preference over a junior employee first within the same seniority list and job category. If no position exists to remain whole within the employee's category, then the employee may exert his/her preference over a junior employee in any classification provided he/she has the necessary qualifications to perform the duties of the job involved to remain whole. The School Board and/or the appropriate supervisor shall make the determination as to whether or not the employee possesses the necessary qualifications.

SECTION G: Temporary vacancies will be filled by administration using union or nonunion members. In the event said vacancy has a higher rate of pay and administration fills with a union member not on ULA then the qualified employee filling such vacancy shall receive such higher rate of pay when such an appointment is made by the supervisor. Temporary vacancies known to be in excess of thirty (30) days shall be provided to the Union President for posting on designated Local 510 bulletin boards. Temporary vacancies are defined to be positions where the employee assigned to the position is on leave of absence recognized by this agreement.

SECTION H: Notice of all vacancies and newly created positions shall be provided to the Union President for posting on designated Local 510 bulletin boards and the employees shall be given seven (7) days' time in which to make application to fill the vacancy or new position. The senior employee making application shall be transferred to fill the vacancy or new position, provided he/she has the necessary qualifications to perform the duties of the job involved. The School Board and/or other appropriate Supervisor shall make the determination as to whether or not an applicant possesses the necessary qualifications. In the event the Union does not concur in the determination, the applicant shall have the right of appeal through the normal grievance procedure. Newly created positions or vacancies are to be posted in the following manner: rate of pay and the classification.

SECTION I: Seniority lists shall be brought up to date on February 1 of each calendar year and provided to the Union President for posting on designated Local 510 bulletin boards. A copy of the seniority lists shall be sent by email to the Secretary and the President of the Union.

SECTION J: Part-time employees who have met the seniority qualifications as provided for in Section B, Seniority, shall not be required to file application for re-employment from year to year. All such employees shall attain seniority rights on the basis of accumulated hours worked. One (1) month shall be equivalent to 173.3 hours and one year of seniority shall be equivalent to 2,080 hours. Employees who are on lay-off shall report to the school administration or business office each six (6) months of their availability for employment.

SECTION K: Seniority ranking of cooks will be accomplished by the date that the employee came under the jurisdiction of the Union regardless of hours worked.

SECTION L: All employees must serve a ninety (90) working day probationary period when changing job classifications. During the probationary period, the employee may choose to return to their previous position or the employee may be required to return to their previous position by administrative directive if their job performance was not satisfactory.

ARTICLE 14: DEMOTIONS AND TRANSFERS

SECTION A: Demotions and transfers shall be made only for good and sufficient reason. The employees affected shall receive prior notice upon stated charges, in writing, of any such action.

SECTION B: Any full-time employee employed prior to July 1, 1981 and who has his/her position reduced from full-time to part-time shall retain fringe benefits but on a pro-rata basis.

ARTICLE 15 - SUSPENSION AND DISCHARGES

SECTION A: When there is a good and sufficient reason, and the employee has been temporarily suspended without pay, the employee shall be notified of the reasons of his/her suspension in writing at the time of suspension. If the employee feels he/she has been suspended without good reason, or that the period of the suspension is unwarranted, the employee shall have the right of appeal by invoking the normal grievance procedure within ten (10) days of the date of suspension. If it is determined that the suspension was made without good reason, the employee shall be reinstated immediately, and shall receive full pay for any time lost as a result of the suspension.

SECTION B: Discharge shall be made only for cause. An action to discharge an employee shall be taken by the School Board only after a hearing upon due notice, upon stated charges, in writing. The statement of the charges and the notice of hearing shall be filed with the employee at least ten (10) days in advance of the hearing. The employee and his/her representative shall have the right to present witnesses, introduce evidence and to examine witnesses and evidence presented against him/her. The employee subject to discharge shall be suspended without pay until such time as the hearing's findings of fact and recommendations to the school board have been considered by the school board and the school board has taken its action. Should the School Board, or a subsequent authority such as grievance arbitrator reinstate the employee, any lost wages shall be reinstated to the employee.

ARTICLE 16: GRIEVANCE PROCEDURE

SECTION A - DEFINITION OF A GRIEVANCE: A grievance is defined as a dispute or disagreement as to the interpretation or application of the specific terms and conditions of this Agreement.

SECTION B - REPRESENTATIVE: The School Board will recognize representatives designated by the Union as the grievance representatives of the bargaining unit having the duties and responsibilities established by this Article. The Union shall notify the School Board in writing of the names of such Union representatives and of their successors when so designated.

SECTION C - DEFINITIONS:

1. Extension: Time limits specified in this Agreement may be extended by mutual agreement.
2. Days: "Days" mean calendar days excluding Saturday, Sunday, and legal holidays as defined by Minnesota Statutes.
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.
4. Service: "Service" means personal service or by certified mail.
5. Reduced to Writing: "Reduced to writing" means a concise statement outlining the nature of the grievance, the provision(s) of the contract in dispute, and the relief requested.
6. Decision: "Decision" means a concise response outlining the employer's position on the grievance.

SECTION D - TIME LIMITATION: Grievance shall not be valid for consideration unless the grievance is submitted in writing, setting forth the facts and the specific provision of the Agreement allegedly violated and the particular relief sought, within twenty 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.

SECTION E - PROCESSING A GRIEVANCE: The aggrieved employee and a Union representative shall be allowed a reasonable amount of time without loss in pay when a grievance is investigated and presented to the School Board during normal working hours.

SECTION F - PROCEDURE:

Step 1: Informal Discussion - The Supervisor shall meet and discuss the grievance with the grievant and the grievant's representative, within ten (10) days after the receipt of the grievance.

Step 2: In the event the grievance is not resolved in Step 1, the decision rendered may be appealed to the Superintendent, provided such appeal is made within ten (10) days after receipt of the decision in Step 1. If a grievance is properly appealed to the Superintendent, he/she shall set a time to hear the grievance within ten (10) days after the appeal is received. After the meeting the Superintendent shall issue his decision in writing within ten (10) days to the parties involved.

Step 3: In the event the grievance is not resolved in Step 2, the decision rendered may be appealed to the School Board Grievance Committee, provided such appeal is made within ten (10) days after receipt of decision in Step 2. If a grievance is properly appealed to the School Board Grievance Committee, they shall set a time to hear the grievance within thirty (30) days after the appeal is received. After the

meeting, the School Board Grievance Committee shall issue their decision in writing within ten (10) days to the parties involved.

Step 3a: Upon completion of the previous procedure and prior to requesting arbitration, the Union or the School Board may request mediation of the grievance by the Bureau of Mediation Services. Such request must be made within ten (10) days following the decision in Step 3. The timeline for arbitration shall commence immediately after the scheduled mediation session is concluded if the mediation session does not resolve the grievance and no further mediation sessions are scheduled. If mediation is not scheduled within ninety (90) days following notification, either party may move forward with arbitration.

Step 4: If the grievance remains unresolved, the Union may, within ten (10) days after the response of the School Board Grievance Committee, by written notice to the School Board, request arbitration of the grievance. The arbitration proceedings shall be conducted by an arbitrator to be selected by mutual agreement of the School Board and the Union. If the parties fail to mutually agree upon an arbitrator within seven (7) days, either party may request the Bureau of Mediation Services to submit a panel of five (5) arbitrators. Both the Employer and the Union shall have the right to strike two names from the panel. The party requesting arbitration shall strike the first name; and the other party shall then strike one name. The process will be repeated, and the remaining person shall be the arbitrator.

SECTION G - ARBITRATOR'S AUTHORITY: The arbitrator shall have jurisdiction over disputes or disagreements relating to grievances properly before the arbitrator pursuant to the terms of this procedure. The jurisdiction of the arbitrator shall not extend to proposed changes in terms and conditions of employment as defined herein and contained in this written agreement; nor shall an arbitrator have jurisdiction over any grievance which has not been submitted to arbitration in compliance with the terms of the grievance and arbitration procedure as outlined herein.

The arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from the terms and conditions of this Agreement. The arbitrator shall consider and decide only the specific issue(s) submitted to him in writing by the employee and by the School Board at the arbitration hearing and shall have no authority to make a decision on any other issue not so submitted to him/her.

The arbitrator shall submit his/her decision in writing within thirty (30) days following the close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension. Subject to the Uniform Arbitration Act, Minnesota Statutes S72.08 et seq., the decision shall be binding on both the School Board and the Union. It shall be based solely on the arbitrator's interpretation or application of the express terms of this Agreement and to the facts of the grievance presented.

SECTION H: The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the School Board and the Union, provided that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record.

SECTION I - WAIVER: If a grievance is not presented within the time limits set forth above, it shall be considered "waived". If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the School Board's last answer. If the School Board does not answer a grievance or an appeal thereof within the specified time limits, the Union may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual written agreement of the School Board and the Union.

ARTICLE 17 - DURATION

SECTION A - TERM AND REOPENING NEGOTIATIONS: This agreement shall remain in full force and effect for a period commencing on July 1, 2017 through June 30, 2019 and thereafter until modifications are made pursuant to the P.E.L.R.A. If either party desires to modify or amend this agreement commencing at its expiration, it shall give written notice of such intent no later than sixty (60) days prior to said expiration. Unless otherwise mutually agreed, the parties shall not commence negotiations more than sixty (60) days prior to the expiration of this agreement.

SECTION B - EFFECT: This agreement constitutes the full and complete agreement between the School Board and the Union representing the employees. The provisions herein relating to terms and conditions of employment supersede any and all prior agreements, resolutions, practices, School District policies, rules or regulations concerning terms and conditions of employment inconsistent with these provisions.

SECTION C - SEVERABILITY: The provisions of this agreement shall be severable and if any provision thereof of the application of any such provision under any circumstances is held invalid, it shall not affect any other provisions of this agreement or the application or any provisions of this agreement or the application of any provision thereof.

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS AGREEMENT AS FOLLOWS:

For Local 510, A.F.S.C.M.E.

President _____

Secretary _____

Chief Negotiator _____

Dated this ____ day of _____, 2017

For Independent School District 361

Chairperson _____

Clerk _____

Chief Negotiator _____

Dated this 20th day of November, 2017

INDEPENDENT SCHOOL DISTRICT NO. 361
INTERNATIONAL FALLS, MINNESOTA

INDEPENDENT SCHOOL DISTRICT NO. 361
INTERNATIONAL FALLS, MINNESOTA

SCHEDULE "A"
HOURLY RATES OF PAY
2017 - 2018

	Maintenance Category					Office Category	Food Service Category		
	Janitor	Transportation Coordinator	Certified Pool Janitor	Fireman	Mechanic	Secretary	Head Cook	Assistant Cook	Cafeteria Helper
Year 1	\$ 19.05	\$ 19.55	\$ 19.35	\$ 19.30	\$ 23.87	\$ 19.05	\$ 17.25	\$ 14.39	\$ 12.45
Year 2	\$ 19.78	\$ 20.28	\$ 20.08	\$ 20.04	\$ 24.61	\$ 19.78	\$ 17.85	\$ 14.87	\$ 12.84
Year 3	\$ 20.70	\$ 21.20	\$ 21.00	\$ 20.94	\$ 25.51	\$ 20.70	\$ 18.54	\$ 15.38	\$ 13.31
Year 7	\$ 20.85	\$ 21.35	\$ 21.14	\$ 21.10	\$ 25.67	\$ 20.85	\$ 18.66	\$ 15.68	\$ 13.66
Year 11	\$ 21.01	\$ 21.51	\$ 21.30	\$ 21.28	\$ 25.85	\$ 21.01	\$ 18.81	\$ 16.11	\$ 14.00
Year 16	\$ 21.18	\$ 21.68	\$ 21.47	\$ 21.42	\$ 25.99	\$ 21.18	\$ 18.92	\$ 16.37	\$ 14.35
Year 21	\$ 21.31	\$ 21.81	\$ 21.61	\$ 21.60	\$ 26.17	\$ 21.31	\$ 19.06	\$ 16.62	\$ 14.57
Year 26	\$ 21.44	\$ 21.94	\$ 21.75	\$ 21.78	\$ 26.35	\$ 21.44	\$ 19.20	\$ 16.87	\$ 14.79

INDEPENDENT SCHOOL DISTRICT NO. 361
INTERNATIONAL FALLS, MINNESOTA

SCHEDULE "B"
HOURLY RATES OF PAY
2018 - 2019

	Maintenance Category					Office Category	Food Service Category		
	Janitor	Transportation Coordinator	Certified Pool Janitor	Fireman	Mechanic	Secretary	Head Cook	Assistant Cook	Cafeteria Helper
Year 1	\$ 19.41	\$ 19.91	\$ 19.71	\$ 19.66	\$ 24.23	\$ 19.41	\$ 17.61	\$ 14.75	\$ 12.81
Year 2	\$ 20.14	\$ 20.64	\$ 20.44	\$ 20.40	\$ 24.97	\$ 20.14	\$ 18.21	\$ 15.23	\$ 13.20
Year 3	\$ 21.06	\$ 21.64	\$ 21.36	\$ 21.30	\$ 25.87	\$ 21.06	\$ 18.90	\$ 15.74	\$ 13.67
Year 7	\$ 21.21	\$ 21.71	\$ 21.50	\$ 21.46	\$ 26.03	\$ 21.21	\$ 19.02	\$ 16.04	\$ 14.02
Year 11	\$ 21.37	\$ 21.87	\$ 21.66	\$ 21.64	\$ 26.21	\$ 21.37	\$ 19.17	\$ 16.47	\$ 14.36
Year 16	\$ 21.54	\$ 22.04	\$ 21.83	\$ 21.78	\$ 26.35	\$ 21.54	\$ 19.28	\$ 16.73	\$ 14.71
Year 21	\$ 21.67	\$ 22.17	\$ 21.97	\$ 21.96	\$ 26.53	\$ 21.67	\$ 19.42	\$ 16.98	\$ 14.93
Year 26	\$ 21.80	\$ 22.30	\$ 22.11	\$ 22.14	\$ 26.71	\$ 21.80	\$ 19.56	\$ 17.23	\$ 15.15

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS AGREEMENT AS FOLLOWS:

For Local 510, A.F.S.C.M.E.

President Celia Tuttle
Secretary Jerry A. Ash
Chief Negotiator John M. Stoll
Dated this 4 day of Jan 2018

For Independent School District 361

Chairperson Michelle Stober
Clerk Roni Kozlowski
Chief Negotiator Kevin Franke
Dated this 20th day of November, 2017

INDEPENDENT SCHOOL DISTRICT NO. 361
INTERNATIONAL FALLS, MINNESOTA

**Minnesota Public Employees Insurance Program (PEIP)
 Advantage Health Plan 2017 - 2018 Benefits Schedule - HSA Compatible**

Benefit Provision	Cost Level 1 – You Pay	Cost Level 2 – You Pay	Cost Level 3 – You Pay	Cost Level 4 – You Pay
A. Preventive Care Services <ul style="list-style-type: none"> • Routine medical exams, cancer screening • Child health preventive services, routine immunizations • Prenatal and postnatal care and exams • Adult immunizations • Routine eye and hearing exams 	Nothing	Nothing	Nothing	Nothing
B. Annual First Dollar Deductible * Combined Medical/Pharmacy (single coverage) Combined Medical/Pharmacy (family coverage)	\$1,500 \$2,600 per family member \$3,000 per family	\$2,000 \$3,200 per family member \$4,000 per family	\$3,000 \$4,800 per family member \$6,000 per family	\$4,000 \$6,400 per family member \$8,000 per family
C. Office visits for illness/injury, for Outpatient Physical, Occupational or Speech Therapy, and Urgent Care <ul style="list-style-type: none"> • Outpatient visits in a physician's office • Chiropractic services • Outpatient mental health and chemical dependency • Urgent Care clinic visits (in or out of network) 	\$40 copay per visit annual deductible applies	\$50 copay per visit annual deductible applies	\$100 copay per visit annual deductible applies	\$120 copay per visit annual deductible applies
D. Convenience Clinics	\$20 copay annual deductible applies	\$20 copay annual deductible applies	\$20 copay annual deductible applies	\$20 copay annual deductible applies
E. Emergency Care (in or out of network) <ul style="list-style-type: none"> • Emergency care received in a hospital emergency room 	\$150 copay annual deductible applies	\$150 copay annual deductible applies	\$150 copay annual deductible applies	50% coinsurance annual deductible applies
F. Inpatient Hospital Copay	\$400 copay annual deductible applies	\$650 copay annual deductible applies	\$1,500 copay annual deductible applies	50% coinsurance annual deductible applies
G. Outpatient Surgery Copay	\$250 copay annual deductible applies	\$400 copay annual deductible applies	\$800 copay annual deductible applies	50% coinsurance annual deductible applies
H. Hospice and Skilled Nursing Facility	Nothing after annual deductible	Nothing after annual deductible	Nothing after annual deductible	Nothing after annual deductible
I. Prosthetics and Durable Medical Equipment	20% coinsurance annual deductible applies	25% coinsurance annual deductible applies	30% coinsurance annual deductible applies	50% coinsurance annual deductible applies
J. Lab (including allergy shots), Pathology, and X-ray (not included as part of preventive care and not subject to office visit or facility copayments)	20% coinsurance annual deductible applies	25% coinsurance annual deductible applies	30% coinsurance annual deductible applies	50% coinsurance annual deductible applies
K. MRI/CT Scans	20% coinsurance annual deductible applies	25% coinsurance annual deductible applies	30% coinsurance annual deductible applies	50% coinsurance annual deductible applies
L. Other expenses not covered in A – K above, including but not limited to: <ul style="list-style-type: none"> • Ambulance • Home Health Care • Outpatient Hospital Services (non-surgical) <ul style="list-style-type: none"> • Radiation/chemotherapy • Dialysis • Day treatment for mental health and chemical dependency • Other diagnostic or treatment related outpatient services 	20% coinsurance annual deductible applies	25% coinsurance annual deductible applies	30% coinsurance annual deductible applies	50% coinsurance annual deductible applies
M. Prescription Drugs 30-day supply of Tier 1, Tier 2, or Tier 3 prescription drugs, including insulin; or a 3-cycle supply of oral contraceptives.	\$25 tier one \$40 tier two \$65 tier three annual deductible applies	\$25 tier one \$40 tier two \$65 tier three annual deductible applies	\$25 tier one \$40 tier two \$65 tier three annual deductible applies	\$25 tier one \$40 tier two \$65 tier three annual deductible applies
N. Plan Maximum Out-of-Pocket Expense** (including prescription drugs) Single Coverage Family Coverage	\$3,000 \$5,000 per family member \$6,000 per family	\$3,000 \$5,000 per family member \$6,000 per family	\$4,000 \$6,850 per family member \$8,000 per family	\$5,000 \$6,850 per family member \$10,000 per family

Emergency care or urgent care at a hospital emergency room or urgent care center out of the plan's service area or out of network is covered as described in sections C and E above.

This chart applies only to in-network coverage. Point of Service coverage is available only for members whose permanent residence is outside the State of Minnesota and outside the service areas of the health plans participating in Advantage. This category includes employees temporarily residing outside Minnesota on temporary assignment or paid leave (including sabbatical leaves) and college students. It is also available to all dependent children and spouses permanently residing outside the service area. These members pay a \$1,500 single or \$3,000 family deductible (separate and distinct from the deductibles listed in section B above) and 30% coinsurance to the out-of-pocket maximums described in section N above. Members pay the drug copayment described at section M above to the out-of-pocket maximum described at section N.

A standard set of benefits is offered in all PEIP Advantage Plans. There are still some differences from plan to plan in the way that benefits are administered, and in the referral and diagnosis coding patterns of primary care clinics.

*The family Deductible is the maximum amount that a family has to pay in deductible expenses in any one calendar year. The family Deductible is not the amount of expenses a family must incur before any family member can receive benefits. Individual family members only need to satisfy their individual deductible once to be eligible for benefits. Once the family Deductible has been met, deductible expenses for the family are waived for the balance of the year.

**The family Out-of-Pocket Maximum is the maximum amount that a family has to pay in any one calendar year. The per-family member embedded Out-of-Pocket Maximum is the maximum amount that a family has to pay in any one calendar year on behalf of any individual family member.