AGREEMENT

between

LITTLEFORK-BIG FALLS SCHOOL DISTRICT

INDEPENDENT SCHOOL DISTRICT #362

and

LOCAL UNION NO. 510

AMERICAN FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES, AFL-CIO

JULY 1, 2017 - JUNE 30, 2019

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AGREEMENT

THIS AGREEMENT DATED THE FIRST DAY OF JULY, 2017 IS ENTERED INTO BETWEEN THE BOARD OF EDUCATION OF INDEPENDENT SCHOOL DISTRICT No. 362, HEREINAFTER REFERRED TO AS THE "EMPLOYER", AND LOCAL UNION NO. 510 OF THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFFILIATED WITH THE AMERICAN FEDERATION OF LABOR AND THE CONGRESS OF INDUSTRIAL ORGANIZATION, HEREINAFTER REFERRED TO AS THE "UNION".

ARTICLE I PURPOSE OF AGREEMENT

Section 1.

This Agreement is entered into between the Employer and the Union, 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 all employees in the appropriate bargaining unit.

Section 2.

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 Employer of this Agreement. As the representative of the employees, the Union may process grievances through the grievance procedure including arbitration in accordance with this Agreement to adjust or settle the same.

ARTICLE II RESPONSIBILITIES OF PARTIES

Section I.

Each of the parties of this Agreement hereby acknowledges the rights and responsibilities of the other parties as defined in P.E.L.R.A., and agrees to discharge its responsibilities under this Agreement.

Section 2.

The Employer, including its managerial, supervisory and representatives at all levels, is firmly bound to observe the conditions of this Agreement.

Section 3.

The Union, including its officers and representatives and all employees are firmly bound to observe the conditions of this Agreement.

Section 4.

In addition to the responsibilities that may be provided elsewhere in this

Agreement, the following shall be observed:

Subd. 1. The applicable procedure of this Agreement shall be followed for the settlement of all grievances. All grievances shall be considered carefully and processed promptly in accordance with such procedure.

Subd. 2. There shall be no interference with the rights of employees to become or continue as members of the Union.

ARTICLE III RECOGNITION

Section 1.

The Employer hereby recognizes Local No. 510, American Federation of State, County and Municipal Employees, Council 65, as duly authorized bargaining agent for all employees of Independent School District #362, Littlefork-Big Falls, Minnesota, who are not required to be certified by the State Board of Education by School District #362 excluding the following: Confidential employees, supervisory employees, part-time employees whose services do not exceed the lesser of 14 hours per week or 35% of the normal work week in the employees bargaining unit, employees who hold positions of a temporary or seasonal character for a period not in excess of 67 working days in any calendar year, and emergency employees, as per certification by the Bureau of Mediation Services dated December 16, 1976, as defined under P.E.L.R.A.

Section 2.

The employer shall not enter into any agreement with the employees coming under the jurisdiction of this Agreement, either individually or collectively, which in any way violates the terms and conditions of this Agreement. No discrimination shall be exercised against any employee because of race, creed, sex, color, political belief or age.

ARTICLE IV DEFINITIONS

Section 1. Terms and Conditions of Employment:

The term "terms and conditions of employment" means the hours of employment, the compensation therefor including fringe benefits except retirement contributions or benefits other than employer payment of, or contributions to, premiums for group insurance coverage for retired employees or severance pay, and the employer's personnel policies affecting the working conditions of the employees. "Terms and conditions of employment" is subject to the provisions of PELRA.

Section 2. School District:

For purposes of administering this Agreement, the term "School District" shall

mean the School Board or its designated representative.

Section 3. Other Terms:

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

Section 4. Regular Employees:

Employees who are employed twelve months a year.

Section 5. School Term Employees:

Employees who are employed for less than twelve months a year, but more than 67 working days.

Section 6. Full-time:

Employees who are regularly scheduled for a 40 hour work week.

Section 7. Part-time:

Employees who are regularly scheduled for less than a 40 hour work week, but for at least the lesser of 14 hours per week or 35% of the normal work week.

ARTICLE V SCHOOL BOARD RIGHTS

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

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

Section 3. Effect of Laws, Rules, and Regulations: The exclusive representative recognizes that all employees covered by this Agreement shall perform the services and duties prescribed by the School Board and shall be governed by 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, directives and orders are not consistent with the terms of this Agreement and recognizes that the School Board, all employees covered by this Agreement, and all provisions of this Agreement are subject to the laws of the State. Any provision of this Agreement found to be in violation of any such laws, rules, regulations, directives or orders shall be null and void and without force and effect.

ARTICLE VI CHECK-OFF OF DUTIES

Section 1.

The Board agrees to deduct from the paycheck of each employee who has signed an authorized payroll deduction card a sum certified by the Secretary of Local 510 which are Union dues. Deductions will be made from each payroll, and the total dues will be transmitted to AFSCME COUNCIL 65. Deductions may be terminated by the giving of thirty (30) days written notice to the Board and the Union, or upon termination of employment, as stipulated under P.E.L.R.A.

Section 2.

As stipulated under P.E.L.R.A., all public employees who are not members of the exclusive representative may be required by said representative to contribute a fair share fee for services rendered by the exclusive representative in an amount equal to the regular membership dues of the exclusive representative, less the cost of benefits financed through the dues and available only to members of the exclusive representative, but in no event shall the fee exceed 85 percent of the regular membership dues. The exclusive representative shall provide advance written notice of the amount of the fair share fee assessment to the director, the employer and to a list furnished by the employer of all employees within the unit. A challenge by an employee or by a person aggrieved by the assessment shall be filed in writing with the director, the public employer, and the exclusive representative within 30 days after receipt of the written notice. All challenges shall specify those portions of the assessment challenged and the reasons therefor, but the burden of proof relating to the amount of the fair share fee shall be on the exclusive representative. The employer shall deduct the fee from the earnings of the employee and transmit fee to the exclusive representative 30 days after the written notice was provided, or, in the event a challenge is filed, the deductions for a fair share fee shall be held in escrow by the employer pending a decision by the Director pursuant to Section 3 of this act.

Section 3.

The exclusive representative agrees to hold harmless and indemnify the School Board for actions or judgments arising from the establishment of said "fair share fee".

ARTICLE VII RATES OF PAY

Section 1.

The wages and salaries reflected in Schedule A. attached hereto, shall be a part of this Agreement.

Section 2.

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

Section 3.

Employees shall have the option of direct deposit of pay to the financial institution of their choice.

ARTICLE VIII HOURS OF WORK

Section 1.

The normal hours of work for regular full-time employees shall be eight (8) hours per day and forty (40) hours per week. All hours worked in excess of eight (8) hours per day or forty (40) hours per week shall be compensated for at one and one-half (1-1/2) times the employee's regular rate of pay.

Section 2.

Employees work schedules will be set at least two weeks prior to the start of each school year. Employees shall be given one week's notice of any change in their work schedule.

Section 3.

Split shift work will not be scheduled for employees of any department. The maximum lay over time of a regular shift schedule will be 1-1/2 hours.

Section 4.

All employees who are scheduled to work a full shift of eight hours commencing at any starting hour from 2:00 p.m. on shall be compensated with fifty cents ($.50) per hour in addition to their regular rate of pay. If administration calls the employee in before the 2:00 p.m. shift, the employee will still receive the fifty cents ($.50) per hour even though their regular shift starts at 2:00 p.m.

Section 5. Building Checks

Employees who perform building checks shall receive one (1) hour at 1-1/2 times their normal rate of pay for each check on Saturday or non-school day, except they shall receive two (2) times their normal rate for each check on Sunday or a holiday. The number of checks will be determined by the Superintendent.

Section 6. Head Cook

The head cook will be hired one additional day before the start of school. This day will be determined by the Superintendent.

Section 7. Extra Curricular/Advisory

A bargaining unit employee who serves as an extra-curricular advisory/coach shall not lose pay when the performance of the assignment conflicts with their normal work schedule, contingent upon prior approval of the administration.

Section 8. High School Secretary

The High School Secretary shall be scheduled to begin work 3 weeks prior to the start of each school year.

ARTICLE IX OVERTIME HOURS

Section 1.

For all hours worked in excess of eight (8) hours per day or forty (40) hours per week shall be paid at one and one-half (1-1/2) times the regular rate or, at the employee's option, shall be taken as compensatory time off at the rate of one and one-half (1-1/2) hours off for each hour of overtime worked, with the exception of holidays and Sundays. Double time shall be paid for all hours worked on Sundays. Compensatory time off can only be used on non-school days and with the approval of the Superintendent.

Section 2.

Prior approval of all overtime must be given by the Superintendent or Principal before working of overtime shall be allowed, except in the case of an emergency, when Superintendent is not available at call.

Section 3.

Employees called out to work for a time that is not part of a regularly scheduled shift or that does not extend a regular scheduled shift shall be given a minimum of two (2) hours pay in lieu thereof unless otherwise mutually agreed upon in writing between the employee and the School District.

ARTICLE X HOLIDAYS

Section 1.

All employees shall receive the following paid holidays:

1. New Year's Day
2. President's Day
3. Good Friday
4. Easter Monday
5. Memorial Day
6. Independence Day
7. Labor Day
8. Thanksgiving Day
9. Friday after Thanksgiving
10. Christmas Day
11. Floating Holiday

Christmas Eve (when Christmas Eve falls on a weekday, it shall be considered a paid holiday).

All employees who work less than full-time shall receive prorated pay on above mentioned holidays.

Section 2.

School Term employees shall receive all paid holidays of the school calendar commencing with the first day of school in the fall and ending on the last day of school. The amount these employees would receive would be according to the hours of work of their regular schedule.

Section 3.

In the event any of these holidays falls on Saturday, the preceding Friday will be deemed the holiday, and if any of the holidays falls on a Sunday, the following Monday shall be the holiday.

Section 4.

Any employee required to work on any of the holidays, as listed in Section 1 of this Article shall, for all hours worked, receive double time the regular hourly rate of pay for the job worked, plus holiday pay.

Section 5.

When a paid holiday falls during an employee's vacation period, the employee shall not be charged for the use of a vacation day on the day that the holiday falls.

Section 6.

Employees who are on temporary layoff status shall not be entitled to Labor Day holiday pay, however if an employee is called back to work and works eleven (11) hours or more during the week before Labor Day, such employee shall receive pay for the Labor Day holiday.

ARTICLE XI VACATIONS

Section 1.

All regular full-time employees shall be granted vacation with pay as follows:

Weeks of Vacation		Paid Hours of Work
1 week (40 hours)	after	2,080 hours (1 year)
2 weeks (80 hours)	"	4,160 hours (2 years)
3 weeks (120 hours)	"	14,560 hours (7 years)
4 weeks (160 hours)	"	24,960 hours (12 years)
5 weeks (200 hours)	"	41,600 hours (20 years)
6 weeks {240 hours)	"	52,000 hours (25 years)

Part time employees will be prorated. Example: An employee who works 1,020 hours per year will be prorated based on a full time employee who works 2,080 hours per year. 1,020 divided by 2,080 = 50% Thereby, that employee will receive 50% of the 40 hours to equal 20 hours vacation time.

Section 2.

From May 1st to May 15th of each calendar year, principals or superintendent will consult with all employees entitled to vacations, and from consultation, a working schedule for vacation periods shall be established. In determining vacation schedules, the wishes of the employee shall be respected as to the time of taking vacation, it being understood that vacations may be taken during the year on a limited basis. In every case, the time of vacation and the number of employees on vacation at any one time shall be a final determination made by the Administration. Seniority rights will prevail in the selection of vacation time when agreement cannot be reached among the employees themselves.

Section 3.

All employees who qualify will be entitled to prorated vacation when retiring or upon termination of employment.

ARTICLE XII LEAVES OF ABSENCE

Section 1. Sick Leave

Subd. 1. All regular full-time employees shall earn sick leave at the rate of one and one-third (1-1/3) days per month, prorated by hours worked, accumulative to 120 working days. Employees shall earn sick leave on the basis of hours worked by the employee. For example, a full-time, year round employee works 2,080 hours per year shall earn (0.00769 x 2,080) 16 days of sick leave per year. A school term employee who works 1,700 hours in one year shall earn (0.00769 x 1,700) 13 days of sick leave per year.

Subd. 2. No sick leave will be accrued while an employee is away from work for longer than 30 calendar days due to an authorized unpaid leave of absence.

Subd. 3. Employees shall be allowed to use their accumulated unused sick leave to care for members of their immediate family (mother, father, sister, brother, son, daughter or step parent of either the employee or the employee's spouse).

Subd. 4. Employees may continue to accumulate sick leave days at the contract rate beyond 120 days to a maximum of 136 days where all days earned in one school year in excess of 120 days may be sold back to the District. The sell back event will be once annually at the end of the school year (*See example). The rate of pay shall be $50 per day. It is understood that at the start of any school year, the sick leave balance for any employee shall not exceed 120 days. Rate of buy back ($50.00) shall be compensated at a rate proportionate to time worked.

*Example:	Sick Days Total at Beginning of Year.	End of Year Sick Days to Sell If None Used During the Year.
	104	0
	105	1
	106	2
	120	16

No request for payment shall be considered following the last working day in April, and payment shall be made on the last payday of May. If an employee dies after 3 years of service, all accumulated sick leave shall be given monetary value, according to contract, and given to beneficiary.

Subd. 5 For employees hired prior to January 1, 2008, upon retirement with 3 calendar years or more of service to the District, employees shall receive as severance pay 90% of their accumulated unused sick leave in cash. An employee who dies during their term of employment with the District shall have their severance pay paid to their designated beneficiary or estate, whichever is applicable.

Section 2. Worker's Compensation

Subd. 1. Payment: An employee who is absent from work as a result of compensable injury incurred in the service of the District under the provisions of the Worker's Compensation Act, shall be paid by the District the difference between the compensation received by the employee from the Worker's Compensation Act, and the employee's regular rate of pay to the extent of the employee's earned accrual of sick leave, if the District is requested to do so by the employee.

Subd. 2. Formula: A deduction shall be made from the employee's sick leave accrual time according to the prorated portions of days of sick leave which are used to supplement Worker's Compensation.

i.e. Fraction of Sick Leave deducted per payday of absence. = Employee's daily wage minus daily Worker's Compensation received by employee divided by the employee's daily wage.

Subd. 3. Duration: Such payment shall be paid by the School District to the employee only during the period of disability.

Subd. 4. Ceiling: In no event shall the additional compensation paid to the employee by virtue of sick leave pay result in the payment of a total daily, weekly or monthly compensation that exceeds the normal compensation of the employee.

Subd. 5. Request to supplement payment: All requests to supplement Worker's Compensation Pay with other paid leave options must be made in writing and signed by the employee making the request.

Section 3. Personal Leave:

Full-time employees covered by this Agreement shall be allowed a maximum of three (3) paid personal leave days per year and one unpaid personal leave day per year. All other employees covered by this Agreement shall be allowed a maximum of two paid personal leave days a year and two unpaid personal leave days per year. Prior approval must be received from the Superintendent before taking personal leave.

Section 4. Bereavement Leave:

Subd. 1. All regular employees covered by this Agreement shall be allowed five (5) days absence without loss of pay in case of death in the immediate family. Immediate family defined as mother, father, sister, brother, son, daughter, or step parent of either the employee or the employee's spouse.

Subd. 2. Two (2) school days emergency leave shall be allowed in case of death of grandparents, grandchildren, step-grandchildren, daughter-in-law, son-in-law, niece, nephew, grandfather-in-law, grandmother-in-law, brother-in-law or sister-in-law.

Subd. 3. One (1) additional day will be allowed for travel time if said employee travels beyond 200 miles one way, and three (3) additional days if said employee travels beyond 450 miles one way, to attend the funeral. Employee must attend funeral to be granted such leave. Additional days to be deducted from accumulated sick leave.

Subd. 4 Employees shall be allowed to use one day, deducted from sick leave, to attend a funeral of someone not listed in Subd. 1 or Subd. 2 above.

Time taken under Subd. 1, 2 and 3 shall not be deducted from sick leave.

Section 5. Emergency Leave

Emergency leave may be granted for an employee when requested. The amount of leave and the determination of approval or denial of same shall be at the sole discretion of management. Emergency leave for these purposes shall be deducted from sick leave.

Section 6. Child Bearing/Child Rearing

Whenever an employee requests a child bearing and/or child rearing leave of absence, such employee shall be granted a leave of absence, up to one year in duration, without loss of accumulated benefits, with the exception of the employer's contribution during the period of leave of absence for the purpose of providing hospital and medical insurance coverage. Said employee shall be required to pay the entire premium themselves, except for the twelve weeks covered under the FMLA of 1993.
(See Section 7 below)

Section 7. Family and Medical Leave

Subd. 1. Pursuant to the Family and Medical Leave Act of 1993, an eligible employee shall be granted, upon request, a leave up to a total of twelve (12) weeks per year in connection with

(1) the birth of a child, and to care for the newborn child;
(2) the adoption or foster placement of a child;
(3) the serious health condition of an employee's spouse, child or parent, and
(4) the employee's own serious health condition.

Subd. 2. An employee must meet the following requirements to be eligible for FMLA leave:
(1) The employee must have worked for the Employer for at least 12 months; and
(2) The employee must have worked at least 1,250 hours during the 12 months immediately preceding the request.

Subd. 3. Generally, FMLA leave is unpaid. However, at the option of employees, an employee may substitute accumulated unused sick leave for a portion of the FMLA leave in any situation where the employee would normally be allowed to use sick leave. Also, an employee may substitute accumulated vacation time or personal leave for a portion of the FMLA leave.

Subd. 4. Health Insurance: During a FMLA leave, the employee and their health coverage shall be maintained on the same basis as coverage would have been provided if the employee had been continuously employed during the entire leave period.

Subd. 5. An employee who returns from a FMLA unpaid leave shall retain their seniority and other benefits which had accrued at the time the leave commenced. Seniority and benefits shall not accrue during the period of time that an employee is on an unpaid FMLA leave.

Section 8. Jury Duty

An employee who is summoned for jury duty or subpoenaed as a witness shall receive his regular pay for such period. The amount of compensation he receives as a juror shall be submitted to the School District.

ARTICLE XIII SENIORITY

Section 1.

Seniority standing shall be granted to an employee who has been employed by the Board of Education or appointed to work for Independent School District No. 362 by the Superintendent or Principal, and who has completed 120 working days or considered as a probationary period. During such 120 working days of employment, the employee may be discharged by the Employer without cause and without constituting a grievance.

Section 2.

Seniority shall be accrued by the total amount of continuous hours worked for the School District starting with the employee's last date of hire. Seniority shall be by department.

In the determination of seniority as defined herein, it is agreed that there shall be four (4) departments, namely: Clerical, Paraprofessional, Dietary and Custodial.

Section 3.

An employee shall lose his seniority upon voluntary resignation from employment or upon discharge.

Section 4.

An employee's seniority shall not be terminated because of absence due to illness, authorized leave of absence, or temporary layoffs up to a maximum period of two years.

Section 5.

Seniority shall not accrue while on an unpaid leave of absence or while on a temporary layoff.

Section 6.

If a reduction in force is necessary, employees shall be laid off according to seniority by department. Employees shall be rehired according to seniority in the inverse order of layoff. In the event of a reduction in force or the elimination of a position, a senior employee may exert his seniority preference over a junior employee in his department or any department in which he has established seniority rights, provided he has the necessary qualifications to perform the duties of the job involved. The Board of Education or its designated representative shall make the determination as to whether the employee possesses the necessary qualifications.

Section 7.

Temporary vacancies known to be in excess of thirty (30) calendar days shall be posted on employee bulletin boards. In the event said vacancy has a higher rate of pay, a qualified employee from the same department filling such vacancy shall receive such higher rate of pay when such an appointment is made by the Superintendent or Principal.

Section 8.

Notice of all permanent vacancies shall be posted on School District bulletin boards for official notices located in all buildings, and all employees within the bargaining unit as specified in Article III, Section A, Recognition, shall be given seven (7) days time in which to make application to fill the vacancy. Within seven (7) calendar days, all applicants who possess the necessary qualifications shall be considered to fill the vacancy. Whenever two or more applicants are equally qualified, seniority will be the determining factor. In the event the Union does not concur in the determination, the applicant shall have the right to appeal through the normal grievance procedure. Vacancies are to be posted in the following manner: The description of work, the rate of pay, the hours to be worked, and the classification.

Section 9.

All permanent vacancies and newly created positions established by the Board of Education shall be posted, and the applicants shall be considered in the same manner as Section 8 of this Article. Employees filling vacancies in a different department shall be paid 90% of the prevailing salary rate during the 30 day training period and 100% thereafter.

Section 10.

In the event no employees within a department where there is a vacancy or job opening that has been posted bid for said opening, employees from other departments may bid for the job opening. Seniority shall prevail, providing employee has the necessary qualifications. School Board or its designated authority shall determine if the employee possesses the necessary qualifications. In the event the Union does not concur in the determination, the employee shall have the right of appeal through the normal grievance procedure.

Section 11.

Seniority shall be brought up to date by Superintendent of Schools no later than July 1st of each calendar year and shall be posted on employees bulletin boards for a period of fifteen (15) days. A copy of the seniority list shall be mailed to the Secretary and the President of the Union by the Superintendent of Schools. The Union shall be obligated to submit a corrected seniority list to the Superintendent of Schools from the period July 16th through July 30th of each calendar year to be approved and certified by the Employer and the Union.

Section 12.

An employee on layoff shall retain his/her seniority and right of recall within his/her specified seniority group for a period of two (2) years. An employee who will be absent from his last known address shall notify the School District of any said change. The District will notify the employee of recall by certified mail at their last known address. Employees shall have fifteen (15) days in which to respond. Failure to respond within the 15 days will bar the employee from any further recall.

Section 13.

For the purpose of seniority, those employees within the teacher aide classification who serve as Title I Aides shall have years of service rather than hours of work be the determining factor for Title I assignments.

ARTICLE XIV GRIEVANCE PROCEDURE

Section 1. 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 2. Representative:

The Employer 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 Employer in writing of the names of such Union representatives and of their successors when so designated.

Section 3. Definitions:

A. Extension: Time limits specified in this Agreement may be extended by mutual agreement.
B. Days: Reference to days regarding time periods in this procedure shall refer to week days excluding federally recognized holidays.
C. 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.
D. 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 postmark of the U.S. Postal Service within the time period.
E. Reduced to Writing: "Reduced to writing" shall mean setting forth in writing the nature of the grievance, the facts upon which it is based, the provision or provisions of the Agreement allegedly violated, and the remedy requested.

Section 4. Time Limitation

Grievances 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 5. 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 Employer during normal working hours.

Section 6. 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. After the discussion the supervisor shall issue his/her decision within ten (10) days.

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 days after receipt of the decision in Step 1. If a grievance is properly appealed to

the Superintendent, who shall set a time to hear the grievance within ten (10) days after the appeal is received. After the meeting, the Superintendent shall issue a decision in writing within 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, provided such appeal is made within ten days after receipt of the decision in Step 2. If a grievance is properly appealed to the School Board by submission to the School Board Chair, they shall set a time to hear the grievance within thirty (30) days after the appeal is received. After the meeting, the School Board shall issue their decision in writing within 10 days to the parties involved.

Step 3A. Upon completion of the previous procedure and prior to requesting arbitration, the Union or the Employer 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 2. The time limit for requesting arbitration is tolled during mediation and if mediation does not resolve the grievance within 30 days, arbitration may commence as hereafter provided in Step 4.

Step 4. If the grievance remains unresolved, the Union may, within 10 days after the response of the School Board, by written notice to the Employer, request arbitration of the grievance. The arbitration proceedings shall be conducted by an arbitrator to be selected by mutual agreement of the Employer and the Union. If the parties fail to mutually agree upon an arbitrator within seven days, either party may request the Bureau of Mediation Services to submit a panel of 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 7. 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 Employer at the arbitration hearing and shall have no authority to make a decision on any other issue not so submitted to him.

The arbitrator shall be without power to make decisions contrary to or inconsistent with or modifying or varying in any way the application of laws, rules or regulations having the force and effect of law.

The arbitrator shall submit a decision in writing within 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. The decision shall be binding on both the Employer 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 8. Fees and Expenses

The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the Employer 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 be made, providing it pays for the record.

Section 9. 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 Employer's last answer. If the employer 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 Employer and the Union.

ARTICLE XV HEALTH AND WELFARE

Section 1.

The selection of the insurance carrier and policy shall be made by the school board. Effective January 1, 2008 the deductible will change from $100 deductible single/$200 deductible family, to $500 deductible single/$1,000 deductible family. All regular full-time employees shall be covered with the following health and welfare benefits:

(1) Group Life Insurance

Employer will provide and pay up to $8.00 per month for each employee's life insurance.

(2) Health and Hospitalization Insurance

Subd. 1. Single Coverage: Effective April 1, 2016, the school district will pay 85%, and the employee will pay 15% of the monthly premium for each full-time employee employed by the school district who qualifies for and is enrolled in the school district group health and hospitalization plan.

Subd. 2. Employee Plus One Coverage: Effective April 1, 2016, the school district will pay 85%, and the employee will pay 15% of the monthly premium for each full-time employee employed by the school district who qualifies for and is enrolled in the school district group health and hospitalization plan.

Subd. 3. Family Coverage: Effective April 1, 2016, the school district will pay 85%, and the employee will pay 15% of the monthly premium for each full-time employee employed by the school district who qualifies for and is enrolled in the school district group health and hospitalization plan.

These premiums will automatically be flexed by the School District.

Part-time employees who work at least 1500 hours a year, shall receive District paid health insurance as per Article XV~~I~~, Section 1, on a 12-month basis.

Section 2. Dental Insurance

Effective September 1, 2018, the School District shall provide single dental insurance benefits at no cost to the employee that works a total of 1500 hours or more. The School District shall apply the District's single dental insurance benefit contribution towards a family plan premium, with the employee paying for the remainder of the family premium.

Section 3.

Total contribution for the life insurance and hospital/medical insurance premiums shall be paid by the Employer up to amounts stated for all regular full-time employees on a twelve (12) month basis for the duration of this Agreement.

The amount the School District pays toward the insurance premiums for employees covered under this Agreement will be received only by the employees who are enrolled under the School contracts for hospital-medical and life insurance policies. Wages in lieu of insurance premium payments will not be allowed.

Section 4.

Hospital medical benefits will be granted only to employees choosing to be covered by the hospital medical insurance plan offered by the School District. Coordination or duplication of hospital medical insurance by employee or his spouse, either through employment by the School District or outside employment, will not be allowed. This pertains to family hospital medical insurance only.

Section 5.

An enrollment period for signing up for hospital medical insurance for the non-

certified employees shall be from June 1 to June 15 of each year. Only employees who are not presently subscribers and who wish to become subscribers or those who wish to change from a single to a family coverage may enroll in this time period. Failure to enroll in this time period automatically excludes participation until the next enrollment period, with the exception of new employees, or in the event of a change of head of household due to divorce or death. School Board reserves the right to pick carriers.

Section 6.

Upon retirement, an employee shall be allowed to continue hospital medical insurance coverage with the group. It shall be understood that this benefit will be retained until the retiree reaches age 65, and the premium for said coverage shall be paid by the retiree to the School District.

ARTICLE XVI DEMOTIONS AND TRANSFERS

Section 1.

Demotions or disciplinary transfers shall be made only for good and sufficient reason. The employee affected shall receive prior notice upon stated charges, in writing, of any such action.

ARTICLE XVII SUSPENSION AND DISCHARGE

Section 1.

When there is good and sufficient reason for which the Employer has cause to suspend an employee, he shall suspend within fourteen (14) work days of the date of infraction or the date when they would have reasonably known of the infraction. Should the Employer fail to suspend within the time limits, the suspension shall not be valid, and discipline is hereby waived. 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 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 2.

Discharges shall be made only for cause. An action to discharge an employee shall be taken by the Board of Education only after an employee has had an opportunity for a hearing, being given due notice of said hearing, and given all stated charges, in writing. The employee and his representative shall have the right to present witnesses, introduce evidence, and to examine witnesses and evidence presented against him. The salary of the employee shall be suspended during the period from which the

hearing takes place, but his/her name shall not be removed from the payroll. In case of reinstatement after the hearing, the employee shall be given all the back pay withheld during the period of suspension. Upon termination of employment by School District, employees shall be paid for any accumulated vacation credit, including pro rata payments for the periods of less than one year.

Section 3.

Nothing herein shall be construed to affect the status of veterans in contravention of existing laws relating to veterans employment, discharge or promotion.

ARTICLE XVIII GENERAL PROVISIONS

Section 1.

Representatives of the American Federation of State, County and Municipal Employees, AFL-CIO, shall have access to the premises of the Employer at reasonable times and subject to reasonable rules to investigate grievances and other problems with which they are concerned. Prior approval by the Superintendent or Principal shall be obtained before meeting on any of the above issues.

Section 2.

The Union may erect and maintain a bulletin board of reasonable size to be placed in each one of the District buildings, which bulletin boards shall be for the use of the Union to post any notices or documents relating to Union affairs. Approval from Superintendent or Principal of bulletin boards locations will be obtained prior to installation.

Section 3.

Any article, clause or statement herein contained that in any way violates the laws of the State of Minnesota shall be disregarded, and the laws of the State of Minnesota and opinions of the Supreme Court, Attorney General, policies and rules and regulations of the State Department and Board of Education that are applicable hereto shall apply and become binding on both parties.

Section 4.

Pay periods will be two times a month.

Section 5.

If employees are required to attend seminars, they shall be reimbursed incurred expenses for attending same (meals, motel, mileage).

Section 6.

All fringe benefits for part-time employees will be prorated according to hours and days worked per year.

ARTICLE XIX LONGEVITY

Section 1.

All employees shall receive ten cents ($.10) per hour in addition to their regular hourly rate for each five (5) years of service, beginning after the completion of five years of service. Calendar years worked will be used to determine years of service.

ARTICLE XX DURATION OF AGREEMENT

Except as otherwise provided, this Agreement shall continue in full force and effect until June 30, 2019. Either of the parties shall be required to submit a written notice at least sixty (60) days prior to termination date of this Agreement. If a new agreement is not reached within the provided sixty (60) days period prior to termination, the present agreement shall remain in effect until a new settlement is reached.

Adopted Date: May 21, 2018 Effective Date: July 1, 2017

BOARD OF EDUCATION

Superintendent — Date: 5/21/18

Chairperson of the Board — Date: 5/21/18

Clerk — Date: 5-21-18

Local Union NO. 510

Staff Representative — Date

President — Date: 5-21-18

Secretary — Date: 5-21-18

Salary Schedules

Starting rates for new employees hired after July 1, 1987 shall be as follows
90% of base rate for the first year. 100% thereafter

DEPARTMENT	2017-2018	2018-2019
CUSTODIAN:		
Day Shift Custodian	25.07	26.07
Custodian	24.51	25.53
Custodial Aide	19.90	20.90
CLERICAL:		
High School Admin Secretary	20.00	21.00
Elementary Secretary	19.33	20.33
PARAPROFESSIONAL:		
Title One Aide	19.80	20.80
(Required to meet NCLB Standards)		
Teacher Aide	18.56	19.56
(Required to meet NCLB Standards)		
Teacher Aide	17.70	18.70
Library Aide	18.75	19.75
FOOD SERVICE:		
Head Cook	22.67	23.67
Kitchen Aide	18.56	19.56

NOTE: Fireman's License Fee to be paid by School District