

AGREEMENT

Independent School District #113
Walker, Minnesota, Employer

Local #2195
Minnesota Council 65, AFSCME, AFL-CIO
Class A Paraprofessionals, Aides and Dietary Employees

July 1, 2017 - June 30, 2019

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AGREEMENT

ARTICLE 1 PURPOSE

Section 1. Parties: This agreement is entered into between INDEPENDENT SCHOOL DISTRICT NO. 113, Walker, Minnesota, hereinafter referred to as the School District or Employer, and Local #2195, Minnesota Council 65 of the American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as exclusive representative or Union, pursuant to the Public Employment Labor Relations Act as amended, hereinafter referred to as the P.E.L.R.A., to provide the terms and conditions of employment for Class A paraprofessionals, aides and dietary employees employed by Independent School District No. 113, Walker, who are public employees within the meaning of Minn. Stat. 179A.03, Subd. 14, excluding supervisory and confidential employees.

- Section 2. The Union and the Employer agree that the purpose of the Agreement is to:
- A. Establish the foundation for a harmonious and effective labor- management relationship.
 - B. Provide a means to peacefully resolve disputes concerning the application or interpretation of the Agreement;
 - C. Place in written form the agreement for the rates of pay, hours of work, benefits, and such other terms and conditions of employment for the duration of the Agreement.

ARTICLE 2 RECOGNITION OF EXCLUSIVE REPRESENTATIVE

Section 1. Recognition: In accordance with the P.E.L.R.A., the School District recognizes the Union as the exclusive representative for paraprofessionals, aides and dietary employees employed by Independent School District No. 113, Walker, who are public employees within the meaning of Minn. Stat. 179A.03, Subd. 14, excluding supervisory and confidential employees who are employed by the School District, which exclusive representative shall have those rights and duties as prescribed by the P.E.L.R.A. and as described in the provisions of this Agreement.

Section 2. Appropriate Unit: The exclusive representative shall represent all such employees of the school district contained in the appropriate unit as defined in Article 3, Section 2, of this Agreement and the P.E.L.R.A. and in certification by the Commissioner of Mediation Services.

Section 3. No discrimination shall be exercised against any employee because of Union membership, race, color, age, sex, disability or political/organizational affiliation.

ARTICLE 3 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 contribution to, premiums for group insurance coverage of retired employees, and the employer's personnel policies affecting the working conditions of the employees. "Terms and conditions of employment" is subject to the provisions of the P.E.L.R.A.

Section 2. Description of Appropriate Unit: For purposes of this Agreement, the terms Class A paraprofessionals, aides, and dietary employees mean all persons in the appropriate unit employed by the school district in such classifications excluding the following: confidential employees, supervisory employees, essential employees, part-time employees whose services do not exceed the lesser of 14 hours per week or 35 percent of the normal work week in the employee's classification in the bargaining unit, employees who hold positions of a temporary or seasonal character for a period not in excess of 67 working days (100 working days for full time students under 22 years of age) in any calendar year and emergency employees.

Section 3. School District and Employer: For purposes of administering this Agreement, the terms "School District" and "Employer" shall mean the School Board or its designated representative.

Section 4. Class A Paraprofessionals: Class A paraprofessional is defined as an instructional aide who works under the supervision of a teacher and assists in the students daily training program. Hours worked are assigned.

Section 5. Class A Aide: Class A aides is defined as an aide who assists in the delivery of services. Hours worked are assigned.

Section 6. Class A Dietary Employee: Class A dietary employee is defined as an employee who assists in the preparation and service of food to students. Hours worked are assigned.

Section 7. Work Day: For the purposes of this agreement, the term work day means the assigned hours worked per day.

Section 8. Other Terms: Terms not defined in this Agreement shall have those meanings as defined by the P.E.L.R.A.

ARTICLE 4
SCHOOL BOARD RIGHTS

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

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

Section 3. Effect of Laws, Rules and Regulations: The exclusive representative recognizes that all employees covered by this Agreement shall perform the services and duties prescribed by the Employer and shall be governed by the laws of the State of Minnesota, and by School District rules, regulations, directives and orders, issued by properly designated officials of the school district. The exclusive representative also recognizes the right, obligation and duty of the school board and its duly designated officials to promulgate rules, regulations, directives and orders

from time to time as deemed necessary by the school board insofar as such rules, regulations, directives and orders are not inconsistent with the terms of this Agreement.

The exclusive representative also 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 of Minnesota, Federal laws, rules and regulations of the State Board of Education, and valid rules, regulations and orders of State and Federal governmental agencies.

Any provision of this Agreement found to be in violation of any such laws, rules, regulations, directives or orders shall be null and void and without force and effect.

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

ARTICLE 5 EMPLOYEE RIGHTS

Section 1. Rights to Views: Nothing contained in this Agreement shall be construed to limit, impair or affect the right of any employees or representatives to the expression or communication of a view, grievance, complaint or opinion on any matter related to the conditions or compensation of public employment or their betterment, so long as the same is not designed to and does not interfere with the full, faithful and proper performance of the duties of employment or circumvent the rights of the exclusive representative.

Section 2. Right to Join: Pursuant to the P.E.L.R.A., 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 3. Personnel Records: Members of the unit, upon written request to the supervisor having custody of the record, have the right to review the content of his or her own personnel record and evaluations either personally or by a representative. Members of the unit shall have the right to reproduce, at his or her own expense, any of the contents of his or her own file. Each member of the unit shall have the right to submit for inclusion in his or her own file written information in response to any material in the file and such information shall become part of the file.

ARTICLE 6 UNION SECURITY

Section 1. Dues: The Employer shall deduct from the wages of each employee who has signed an authorized payroll deduction card the monthly dues as established by the Union. Monthly dues so deducted, together with a list of employees from whom deductions were made and the amount of such deductions shall be forwarded to the Union office. Deductions may be terminated by the employee giving thirty (30) days written notice to the business office, after which the business office shall notify the Union to stop deductions.

Section 2. Fair Share Fee: In accordance with the P.E.L.R.A., any employee included in the appropriate unit who is not a member of the exclusive representative may be required by the exclusive representative to contribute a fair share fee for services rendered as exclusive representative. The fair share fee for any employee shall be in an amount equal to the regular membership dues of the exclusive representative, less the cost of benefits financed through the dues and available only to members of the exclusive representative, but in no event shall the fee exceed eighty-five percent (85%) of the regular membership dues.

The exclusive representative shall provide written notice of the amount of the fair share fee assessment to the Commissioner, the school district, and to each employee to be assessed the fair share fee.

A challenge by an employee or by a person aggrieved by the assessment shall be filed in writing with the Commissioner, the school district, and the exclusive representative within thirty (30) days after receipt of the written notice. All challenges shall specify those portions of the assessment challenged and the reasons therefor, but the burden of proof relating to the amount of the fair share fee shall be on the exclusive representative. The school district shall deduct the fee from the earnings of the employee in the manner provided for Union dues and transmit the fee to the exclusive representative thirty (30) days after the written notice was provided, or, in the event a challenge is filed, the deductions for a fair share fee shall be held in escrow by the school district pending a decision by the Commissioner, BMS, or Court. Any fair share challenge shall not be subject to the grievance procedure.

The exclusive representative hereby warrants and covenants that it will defend, indemnify and save the school district harmless from any and all actions, suits, claims, damages, judgments and executions or other forms of liability, liquidated or unliquidated, which any person may have or claim to have, now or in the future, arising out of or by reason of the deduction of the fair share fee specified by the exclusive representative as provided herein.

Section 3. Access to School Facilities: Representatives of the Union shall have access to the premises of the Employer at reasonable times and with prior notification to the Superintendent or designee to investigate grievances or other problems with which they are concerned. Such access shall not extend to private offices.

Section 4. Union Business: Employer shall afford reasonable time off, without pay, to elected officials and appointed representatives of the exclusive representative to conduct the duties of the exclusive representative.

Section 5. Bulletin Board: The Employer shall make space available on the employee bulletin board for posting Union notices.

ARTICLE 7 HOURS OF SERVICE AND DUTY YEAR

Section 1. Basic Work Week: The regular work week, exclusive of lunch, shall be prescribed by the school district from time to time.

Section 2. Basic Work Year: The regular work year shall be prescribed by the school district each year.

Section 3. Part-time Employees: The school district reserves the right to employ personnel as it deems desirable or necessary on a part-time or casual basis.

Section 4. Shifts and Starting Time: All employees will be assigned starting times and shifts as determined by the school district.

Section 5. Lunch Period: Employees shall be provided an unpaid duty free lunch period of at least 30 minutes.

Section 6. School Closing: In the event that school is closed for any reason and the employees are not required by the employer to perform services, the employees' compensation shall be reduced accordingly.

Section 7. Staff will have the option to use sick leave each year of the contract toward early outs and/or late starts and full day cancellations, for such action due to weather/threats for up to three occasions. The use of sick leave for early out and/or late starts may be taken in increments of an hour.

Section 8. In the event that school is closed, dietary employees scheduled to work will be paid a minimum of three (3) hours of pay at the employee's regular rate of pay.

ARTICLE 8 OVERTIME

Section 1. The Employer shall grant overtime pay or compensatory time at the rate of time and one-half for each hour an employee works in excess of forty (40) hours per week. "Hours worked" include hours paid for sick leave and holidays. All overtime must be approved in advance by the employee's immediate supervisor.

ARTICLE 9 PROBATIONARY PERIOD

Section 1. An employee under the provisions of this Agreement shall serve a probationary period of six months of continuous service in the school district during periods when school is in session during which time the school district shall have the unqualified right to suspend without pay, discharge or otherwise discipline such employee, and during this probationary period, the employee shall have no recourse to the grievance procedure, insofar as suspension, discharge or other discipline is concerned. However, a probationary employee shall have the right to bring a grievance on any other provisions of this Agreement alleged to have been violated.

Section 2. Trial Period. Change of Classification: In addition to the initial probationary period, an employee transferred or promoted to a different classification shall serve a new trial period of three hundred (300) hours in any such new classification.

During this trial period, if it is determined by the Employer that the employee's performance in the new classification is unsatisfactory, the Employer shall have the right, without the employee's recourse to the grievance procedure, to reassign the employee to his/her former classification.

However, during the duration of the trial period, the employee shall have the right to bring a grievance on any other provisions of the contract, including discharge or discipline, alleged to have been violated.

ARTICLE 10 SENIORITY

Section 1. Seniority: Seniority standing shall be granted to all employees in the Bargaining Unit by job classification (paraprofessionals, aides, dietary employees). Paraprofessionals, aides and dietary employees shall be placed on the seniority list based on date of hire in their respective job classifications.

In the event of ties in seniority, the order of seniority shall be determined by the Employer.

Section 2: An employee shall lose seniority for the following reasons: (a) termination from employment with the employer, (b) failure of the employee to return to work when recalled from layoff as set forth in this Agreement, (c) layoff or unpaid medical leave of absence exceeding twelve (12) months.

Section 3: The Employer shall maintain a seniority list which shows the name, job title and total number of hours in each job classification of all employees in the bargaining unit. The Employer shall update this list by January 15 of each year, submit the updated list to the Union President and post on the Union bulletin boards for fourteen (14) calendar days.

Employees shall have fourteen (14) calendar days from the date of posting to challenge their placement on the seniority list.

Section 4. In the event of a layoff or a reduction in force, a senior employee may exercise his/her right to seniority preference for employment over a junior employee within his/her given job classification provided he/she has the necessary qualifications and licensure to perform the duties of the job involved.

In the event of a layoff, seniority will prevail by job classification on call-back.

Section 5: To maintain seniority after a layoff, an employee must be readily available by telephone for work. If an employee is personally contacted and refuses to report to work within five working days, such refusal shall constitute termination of employment. If the Employer is unable to contact the employee by telephone the employee shall be notified by a certified letter at the last known address of the employee and if the employee does not report for work within seven working days of mailing of the letter, such failure to report for work shall constitute termination of employment.

An employee who has been laid off continuously for twelve (12) months or more without re-employment shall be considered terminated from employment and all his/her rights and obligations under this contract shall terminate.

Section 6: Notice of Job Vacancies: All job vacancies or new positions shall be posted on the bulletin board and emailed to employees' district email accounts ten (10) days prior to filling the vacancy or new position so that each interested employee may have an opportunity to apply. With mutual agreement of the parties the posting may be expedited in case of critical needs. The

posting shall be filled giving first consideration to the most qualified employee within the classification who applies. If two or more are equally qualified, the most senior employee will be selected to fill the position.

Section 7. Transfers: Employees transferring from within the bargaining unit shall be credited their total WHA School seniority for wage, benefit and seniority ranking. Current WHA employees who transfer into the bargaining unit shall be credited with their WHA School seniority for wage & benefits. Their bargaining unit seniority ranking shall be determined by their first day of employment within the bargaining unit. If the transfer is voluntary, the employee shall receive the amount of school contributions toward benefits based on the union contract transferred into. If the transfer is made at the request of the school district, the employee shall maintain previous school contributions made toward benefits prior to the transfer.

ARTICLE 11 GRIEVANCE PROCEDURE

Section 1. Grievance Definition: A "grievance" shall mean an allegation by an employee resulting in a dispute or disagreement between the employee or employees and the school district as to the interpretation or application of terms and conditions contained in this Agreement.

Section 2. Representative: The employee, administrator, or school board may be represented during any step of the procedure by any person or agent designated by such party to act in the party's behalf.

Section 3. Definitions and Interpretation:

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

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

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

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

Section 4. Time Limitation and Waiver: Grievances shall not be valid for consideration unless the grievance is submitted in writing to the school district's designee, setting forth the facts and the specific provision of the Agreement allegedly violated and the particular relief sought within twenty (20) days after the date of the first event giving rise to the grievance occurred. Failure to file any grievance within such period shall be deemed a waiver thereof. Failure to appeal a

grievance from one step to another within the time periods hereafter provided shall constitute a waiver of the grievance. An effort shall first be made to adjust an alleged grievance informally between the employee and the school district's designee.

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

Subd. 1. Step I: If the grievance is not resolved through informal discussions, the school district designee shall give a written decision on the grievance to the parties involved within ten (10) days after receipt of the written grievance.

Subd. 2. Step II: In the event the grievance is not resolved in Step I, the decision rendered may be appealed to the superintendent of schools, provided such appeal is made in writing within ten (10) days after receipt of the decision in Step I. If a grievance is properly appealed to the superintendent, the superintendent or designee shall set a time to meet regarding the grievance within ten (10) days after receipt of the appeal. Within ten (10) days after the meeting, the superintendent or designee shall issue a decision in writing to the parties involved.

Subd. 3 Step III: In the event the grievance is not resolved in Step II, the decision rendered May be appealed to the school board, provided such appeal is made in writing within ten (10) days after receipt of the decision in Step II. If a grievance is properly appealed to the school board, the school board shall set a time to hear the grievance within thirty (30) days after receipt of the appeal. Within twenty (20) days after the meeting, the school board shall issue its decision in writing to the parties involved. At the option of the school board, a committee or representative(s) of the board may be designated by the board to hear the appeal at this Step, and report its findings and recommendations to the school board. The school board shall then render its decision.

Section 6. School Board Review: The school board reserves the right to review any decision issued under Step I or Step II of this procedure provided the school board or its representative notify the parties of its intention to review within ten (10) days after the decision has been rendered. In the event the school board reviews a grievance under this section, the school board reserves the right to reverse or modify such decision.

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

Section 8. Arbitration Procedures: In the event that the employee and the school board are unable to resolve any grievance, the grievance may be submitted to arbitration as defined herein:

Subd. 1 Request: A request to submit a grievance to arbitration must be in writing signed by the aggrieved party or his/her representative, and such request must be filed in the office of the superintendent within ten (10) days following the decision in Step III of the grievance procedure.

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

Subd. 3. Selection of Arbitrator: Upon the proper submission of a grievance under the terms of this procedure, the parties shall endeavor to select a mutually acceptable arbitrator to hear and decide the grievance. If the employer and the employee representative are unable to agree on an arbitrator, they may request from the Bureau of Mediation Services a list of names within ten (10) days after requesting arbitration. The failure to request a list of arbitrators from the Bureau of Mediation Services within the time period provided herein shall constitute a waiver of the grievance.

The parties shall alternately strike names from the list of arbitrators until only one (1) name remains. The remaining arbitrator shall hear and decide the grievance. The Union shall strike the first name.

Subd. 4. Hearing: The grievance shall be heard by a single arbitrator and both parties may be represented by such person or persons as they may choose and designate, and the parties shall have the right to a hearing at which time both parties will have the opportunity to submit evidence, offer testimony, and make oral or written arguments relating to the issues before the arbitrator. The proceeding before the arbitrator shall be a hearing de novo.

Subd. 5. Decision: The decision by the arbitrator shall be rendered within thirty (30) days after the close of the hearing. Decisions by the arbitrator in cases properly before the arbitrator shall be final and binding upon the parties, subject, however, to the limitations of arbitration decisions as provided in P.E.L.R.A. The arbitrator shall issue a written decision and order including findings of fact which shall be based upon substantial and competent evidence presented at the hearing. All witnesses shall be sworn upon oath by the arbitrator.

Subd. 6. Expenses: Each party shall bear its own expenses in connection with the arbitration including expenses relating to the party's representatives, witnesses, and any other expenses which the party incurs in connection with presenting its case in arbitration. A transcript or recording shall be made of the hearing at the request of the arbitrator, the cost of the transcript or recording if requested by either or both parties, and any other expenses which the parties mutually agree are necessary for the conduct of the arbitration. In the event that the parties do not mutually agree to share the cost of transcribing or recording the arbitration, the other party may individually and at its own expense order the transcript or recording. If the other party subsequently wishes a copy of the transcript or recording, it shall pay one-half the cost on receipt of the transcript or recording along with reasonable and necessary costs of the copy.

Subd. 7. Jurisdiction: The arbitrator shall have jurisdiction over disputes or disagreements relating to grievances properly before the arbitrator pursuant to the terms of this procedure. The jurisdiction of the arbitrator shall not extend to proposed changes in terms and conditions of employment as defined herein and contained in this written agreement; nor shall an arbitrator have jurisdiction over any grievance which has not been submitted to arbitration in compliance with the terms of the grievance and arbitration procedure as outlined herein; nor shall the jurisdiction of the arbitrator extend to matters of inherent managerial policy, which shall include but are not limited to such areas of discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, the organizational structure, and selection and direction and number of personnel. In considering any issue in dispute, in its order, the arbitrator shall give due consideration to the statutory rights and obligations of the public school boards to efficiently manage and conduct its operation within the legal limitations surrounding

the financing of such operations. The arbitrator shall not have the power to add to, subtract from, or modify in any way the terms of the existing contract.

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

Section 10. Mediation: Either party may request the Bureau of Mediation Services to attempt to mediate the dispute before the arbitration hearing is held.

Section 11. Suspension or Discharge: In the event of a suspension or discharge, the grievance may be submitted directly to the superintendent as Step II.

ARTICLE 12 DISCIPLINE

Disciplinary action may be imposed upon an employee only for just cause. Any disciplinary action may be processed through the grievance procedure.

ARTICLE 13 LEAVES OF ABSENCE

Section 1. Sick Leave:

Subd. 1. An employee shall earn sick leave at 1 1/3 days per month of service in the employ of the School District. Sick leave shall accrue as it is earned on a proportionate basis to the employee's work year. One day equals the normal number of hours that the employee is scheduled to work. The School District shall convert days to hours for the purpose of sick leave usage in the event that the employee's normal hours of work change.

Subd. 2. Unused sick leave days may accumulate to a maximum credit of one hundred twenty (120) days of sick leave per employee.

Subd.3. Sick leave with pay shall be allowed whenever an employee's absence is found to have been due to illness and/or disability of the employee which prevented performance of duties on that day or days.

Subd. 4. In the event of an absence of more than three (3) consecutive work days or in the case of a suspected pattern of abuse of sick leave, the school district may require an employee to furnish a medical certificate from a qualified physician as evidence of illness, indicating such absence was due to illness, in order to qualify for sick leave pay. However, the final determination as to the eligibility of an employee for sick leave is reserved to the school district.

Subd. 5. Sick leave allowed shall be deducted from the accrued sick leave earned by employees in minimum increments of one hour.

Subd. 6. Sick leave may be utilized for absences necessitated by illness, injury, medical, dental or chiropractic care, and for serious illness or injury to a member of the employee's immediate family. Immediate family is defined as the employee's spouse and the parents or children of the employee or of the employee's spouse. The school district may require a physician's statement certifying the dates of disability.

Subd. 7. Sick Leave Bank: This program is established to assist employees who are placed on a leave of absence due to illness or accident that is not job related and who are expected to exhaust all other available paid leave. This program does not supersede or replace other disability programs.

Initially, donations shall be limited to two (2) days per employee on a voluntary basis, on a form to be supplied by the Employer. An employee shall be eligible to donate to the bank on their first anniversary of service to the District and thereafter on September of each year. The payroll department will keep records of donations and use. A note to employees will be sent in the event the "bank" needs to be replenished.

Eligibility: Employees will be eligible to receive sick leave donations if:

1. They have donated to the "bank";
2. Employees must have donated to the most recent request to replenish the bank to continue eligibility;
3. They have been placed on medical leave of absence;
4. The leave is expected to last a minimum of 30 days;
5. Their own accrued sick leave has been exhausted. Donated sick leave will be used in place of the employee's regularly scheduled work days to the extent necessary;
6. Requests for additional time shall be decided by a committee comprised of two (2) representatives each from the Union and the District.

Calculations: Sick leave donated will be in increments of the employee's work day converted to hours. Employees receiving donated sick leave will receive the number of hours equivalent to their regular work day, not to exceed thirty (30) days per request. Any denial of a request for catastrophic sick leave donation shall not be grievable under the normal grievance procedure.

Subd. 8. Sick Leave Incentive: An employee who has not taken any sick days absent during the fiscal year shall be compensated for three (3) days of pay at the end of the school year, the compensation to be reduced by one day for each day taken, up to three (3) days.

Subd. 9. Worker's Compensation: Pursuant to Minn. Stat. 176.021, Subd. 5, an employee injured on the job in the service of the school district and collecting worker's compensation insurance, may draw sick leave and vacation leave and receive full salary from the district. The

salary shall be reduced by an amount equal to the insurance payments and only that fraction of the days not covered by insurance will be deducted from accrued sick leave or vacation leave.

Section 2. Emergency/Bereavement Leave: Up to five days per school year, non-accumulative, may be used for bereavement and/or emergency leave as defined in Subd. 1 & 2 below, the days to be deducted from sick leave.

Subd. 1. Bereavement: Leave shall be allowed for death in the employee or spouse's family to the fourth degree of kindred (see insert) as defined by common law. Other special considerations may be made by the Superintendent.

Subd. 2. Emergency: Leave may be granted only for serious illness or injury in the employee's immediate family. This type of leave will not be granted for routine illness or injury in the family. If an employee is confronted with a routine illness or injury in the immediate family, a limited time will be granted so that the employee can make arrangements for care of the situation. Other special considerations for emergency circumstances may be made by the Superintendent.

Section 3. Jury Leave: An employee called for jury duty shall be compensated for the difference between the employee's pay and the payment received for the performance of jury duty. When released from the court, the employee shall return to work.

Section 4. Union Leave: Unpaid leave of absence will be granted in accordance with Minnesota Statute 179A.07, Subd. 6, up to a maximum total for the Union of fifteen (15) days per year. A maximum of two (2) employees will be absent under this provision on any one day. The employee will give the District at least five (5) work days written notice in advance of the use of this leave.

Section 5. Military Leave: Employees are entitled to the leave for military service provided by Minnesota Statute 192.26, Subd. 1.

Section 6. Unpaid Leave:

Subd. 1. An employee may be granted a leave without pay at the discretion of the School District.

Subd. 2. Request for personal leave must be made in writing to the supervisor at least 3 days in advance, except in the event of emergencies. The School District reserves the right to refuse to grant such leave if under the circumstances involved such leave should not be granted. All leave must have prior approval.

Section 7. Personal Leave: An employee will receive and be allowed to use three (3) personal days of leave per fiscal year, non-accumulative, for any reason.

Subd. 1. An employee may utilize his or her personal leave at times to be mutually agreed upon in consultation with their building principal. Personal leave requests must be submitted to that supervisor a minimum of 3 days prior to the dates for which the leave is requested unless there are extenuating circumstances. The principal must respond to the request within three working days of the receipt of the request.

ARTICLE 14
HOLIDAYS

Section 1. Paid Holidays: All employees working less than 12 months a year shall have the following paid holidays: Labor Day, Thanksgiving Day, Christmas Day, New Year's Day, Presidents Day and Good Friday (if school is not in session). They also shall have Memorial Day subject to being eligible in accordance with Section 4 of this Article.

Section 2. Weekends: Holidays that fall on weekends will be observed on a day established by the school district.

Section 3. School in Session: The school district reserves the right, if school is in session, to cancel any of the above holidays and establish another holiday in lieu thereof. Any holiday which falls within an employee's vacation period shall not be counted as a vacation day.

Section 4. Application: In order to be eligible for holiday pay, an employee must have worked the regular work days immediately before and after the holiday unless on an excused illness, leave, or on vacation under these provisions.

ARTICLE 15
MISCELLANEOUS PROVISIONS

Section 1. Notice of Termination: An employee that wishes to terminate his or her service with the School District must notify the Superintendent in writing at least ten (10) calendar days prior to the proposed termination date.

Section 2. The District offers a 403b plan for eligible employees of the District. All employees are eligible to participate in the 403(b) plan. The District has no liability for any employee's election to participate in the 403(b) plan, choice of 403(b) vendor(s), or expected tax consequences resulting from participating in the 403(b) plan. The District does not provide tax, legal or investment advice and recommends that employees seek advice from professionals who specialize in these areas.

ARTICLE 16
RATES OF PAY

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

Employees who have worked a minimum of one hundred-fifty (150) days in a school year will be eligible to advance on the salary schedule on July 1 following date of hire, and thereafter each July 1.

No new employee may advance more than one step per school year (July 1-June 30).

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 working less than 12 months shall be compensated in 18 equal pay periods. The first payroll shall be made on September 30 and the last shall be June 15. The employees regularly scheduled duty time (assigned hours per day) times 171 student days plus 7 paid holidays (178 days) shall be divided by 18 pay periods to determine the equal pay calculation. Employees who begin work after the start of the school year will have an appropriate proration to their pay periods. Unpaid time off work (absence without leave) during a pay period shall be deducted from that pay period. When additional hours are worked, the additional time and compensation shall be added to that pay period. In the event that other adjustments in compensation are necessary, those adjustments (additions or reductions) shall be made to the last paycheck of the fiscal year.

Section 4. Longevity Pay. The following rates of pay shall be added to the pay scale as a longevity increment as follows:

- \$.20 per hour after 10 years
- \$.25 per hour after 15 years
- \$.30 per hour after 20 years
- \$.35 per hour after 25 years

Section 5. Para Wage Matrix

EDUCATION	POINTS
Parapro Test	1
Associate's Degree	2
Bachelor's Degree	3
Master's Degree	4
EXPERIENCE	POINTS
Each Year	1

STEP 1 =	1 POINT
STEP 2 =	2-3 POINTS
STEP 3 =	4-5 POINTS
STEP 4 =	6-7 POINTS
STEP 5 =	7+

*Educational experience will be granted year for year from an accredited educational institution only.

ARTICLE 17
INSURANCE

Section 1. The employer contribution shall be \$275.00 per month towards the health insurance premium for each full-time, twelve month employee who qualifies and is enrolled in the employer's Group Health Plan.

Section 2. The Employer's only obligation is to purchase an insurance policy and pay such amounts as agreed to herein. No claims shall be made against the employer as a result of denial of insurance benefits by an Insurance Carrier unless such denial is directly caused by the failure of the employer to fulfill its obligations under this Section.

Section 3. The selection of the Insurance Carrier and policies shall be made by the Employer. This does not give the employer the right to change benefits.

Section 4. An employee is eligible for Employer contribution as provided in this Article as long as the employee is employed by the employer. Upon termination of this employment, all employer contributions shall cease.

Section 5. Full benefits provided in this Article are designated for employees who are regularly scheduled each school year (July 1 – June 30) and average of 2080 or more hours. Other employees who regularly work at least 30 hours per week and 150 days per school year shall be eligible for partial benefits proportional to the extent of their employment. Eligibility is subject to any limitations contained in the contracts between the Insurance Carrier and the Employer.

ARTICLE 18 DURATION

Section 1. Term and Reopening Negotiations: This Agreement shall remain in full force and effect for a period from July 1, 2017, through June 30, 2019, and thereafter as provided by PELRA. 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 days prior to the expiration. Unless otherwise mutually agreed, the parties shall not commence negotiations more than sixty days prior to the expiration of this Agreement.

Subd. 1. Re-opening clause: For the term of this agreement and notwithstanding any other provisions of this agreement, the union and the school district agree to meet and confer with the other party upon request regarding the reopening of the following provisions of this agreement:

Section 2. Effect. This Agreement constitutes the full and complete agreement between the school district and the exclusive representative representing the employees. The provisions herein relating to terms and conditions of employment supersede any and all prior agreements, resolutions, practices, school district policies, rules or regulations concerning terms and conditions of employment inconsistent with these provisions. Any employee benefits attributable to the employee's employment with the district not provided for in this agreement are specifically terminated. Nothing in this agreement shall be construed to obligate the school district to continue or discontinue existing or past practices that were present before December 1, 2000, or prohibit the school district from exercising all management rights and prerogatives, except insofar as this exercise would be in express violation of any term or terms of this agreement.

Section 3. Finality: Any matters relating to the terms and conditions of employment, whether or not referred to in this Agreement, shall not be open for negotiation during the term of this agreement.

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

Section 5. Copies of Agreement: The District shall provide a copy of the Agreement to all employees. One copy shall be provided to the Exclusive Representative for its use.

SALARY SCHEDULE

*Class A Hourly Rate
Paraprofessionals
Aides
Dietary Employees

	July 1, 2017	July 1, 2018
Step 1	\$13.06	\$13.58
2	\$13.40	\$13.94
3	\$13.74	\$14.29
4	\$14.09	\$14.65
5	\$14.75	\$15.34
Grandfathered Rates	\$17.48	\$18.18

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

AFSCME Local #2195,
Council 65, AFL-CIO

Independent School District No. 113
Walker-Hackensack-Akeley



President



Chair



Secretary



Clerk



Staff Representative

Dated: 7/13/18

Dated: _____