

AGREEMENT

BETWEEN

**INDEPENDENT SCHOOL DISTRICT
#6076**

AND

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

AFSCME LOCAL #2780

JULY 1, 2017 THROUGH JUNE 30, 2019

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ARTICLE I

PURPOSE

Section 1. PARTIES: THIS AGREEMENT is entered into between Independent School District No. 6076, Virginia, Minnesota, hereinafter referred to as the School District, and the Minnesota Council #65, American Federation of State, County, and Municipal Employees, AFL-CIO Local Union No. 2780, hereinafter referred to as the exclusive representative, pursuant to and in compliance with the Public Employment Labor Relations Act of 1971 as amended, hereinafter referred to as the P.E.L.R.A., to provide the terms and conditions of employment for all employees covered by this Agreement and during the duration of this Agreement, excluding elective officials, superintendent of schools, principals, teachers, supervisors, and confidential employees, as per certification by the State of Minnesota, Bureau of Mediation Services.

ARTICLE II

RECOGNITION OF EXCLUSIVE REPRESENTATIVE

Section 1. RECOGNITION: In accordance with the P.E.L.R.A., the School District recognizes Minnesota Council #65, American Federation of State, County, and Municipal Employees, AFL CIO Local #2780 as the exclusive representative for Teacher Aide, Interpreter, Cultural Liaison, Custodian, COTA/PTA, Secretary, and Food Service Worker.

Certain employees of I.S.D. #6076, Virginia, MN, who are public employees within the meaning of MN Statute 179.03, subd. 14, excluding licensed teachers, other licensed employees, supervisory employees, Executive Director/Administrators, foreman business office coordinator, essential employees, confidential employees, and part-time employees whose services do not exceed the lesser of 14 hours per week or 35 percent of the normal work week as per P.E.L.R.A.

Section 2. APPROPRIATE UNIT: The exclusive representative shall represent all such employees of the District contained in the appropriate unit as defined in Article III,

Section 2 of this Agreement and the P.E.L.R.A. and in certification by the Commissioner of Mediation Services, if any.

Section 3. The Board shall not enter into any agreement with the employees coming under the jurisdiction of this Agreement, either individually or collectively, which in any way conflicts with the terms of this Agreement.

ARTICLE III DEFINITIONS

Section 1. TERMS AND CONDITIONS OF EMPLOYMENT: The term “terms and conditions of employment” means the hours of employment, the compensation therefore including fringe benefits except retirement contributions or benefits other than employer payment of, or contributions to, premiums for group insurance coverage of 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 the P.E.L.R.A..

Section 2. DESCRIPTION OF APPROPRIATE UNIT: For purposes of this Agreement, the term Minnesota Council #65, AFSCME, AFL_CIO Local No. 2780, shall mean all persons in the appropriate unit employed by the School District in such classifications excluding the following: confidential employees, supervisory employees, Executive Directors/Administrators, foreman, business office coordinator, 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 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 unless those positions have already been filled in the same calendar year and the cumulative number of days in the same position by all employees exceeds 67 calendar days in that year, and emergency employees.

Section 3. NORTHLAND LEARNING CENTER: The term “Northland Learning Center” shall mean the Joint Powers Board or its designated representative.

Section 4. FULL TIME EMPLOYEES: Full-time employees are those employees who work 2080 hours per year.

Section 5. PART TIME EMPLOYEES: Part-time employees are those employees who are regularly scheduled from 14 hours to less than 40 hours per week during the school year.

Section 6. REGULAR EMPLOYEES: Regular employees are those part-time and full-time employees who are regularly scheduled to work during the course of the school year.

Section 7. TEMPORARY EMPLOYEES: Temporary employees are those employees who do not work for more than 67 working days in any calendar year.

Section 8. PRO RATA: Pro rata shall be defined as based on 2080 hours as full-time. Pro rata shall be any part or percentage thereof.

Section 9. TRANSFER: Transfer shall be defined as a change in assignment within the job classification and may only be exercised when a vacancy exists within that job classification.

Hereinafter, the use of the words "employee" and "employees" shall mean those regular part-time and full-time employees who are covered by this Agreement and defined in Article III.

ARTICLE IV

SCHOOL DISTRICT 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 Northland Joint Powers 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 prescribed by the Northland Joint Powers Board and shall be governed by the laws of the State of Minnesota, and by the Northland Joint Powers 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 Northland Joint Powers Board and its duly designated officials to promulgate rules, regulations, directives, and orders from time to time as deemed necessary by the Northland Joint Powers Board insofar as such rules, regulations, directives, and orders are not inconsistent with the terms of this Agreement.

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 this Agreement are reserved to the School District.

ARTICLE V EMPLOYEE RIGHTS

Section 1. RIGHT TO VIEWS: Nothing contained in this Agreement shall be construed to limit, impair or affect the right of any employee or representative 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. Employees in an appropriate unit shall have the right by secret ballot to designate and exclusive representative for the purpose of negotiating grievance procedures and the terms and conditions of employment for employees of such unit with the School District.

Section 3. REQUEST FOR DUES CHECK OFF: The Exclusive Representative shall be allowed dues check off for its members, provided that dues check off and the proceeds thereof shall not be allowed to any exclusive representative that has lost its right to dues check off, pursuant to the P.E.L.R.A. Upon receipt of a properly executed authorization card of the employee involved, the School District will deduct from the Employee's paycheck the dues that the employee has agreed to pay to the employee organization in two equal installments, beginning with the first pay period in July and to transmit to Council No. 65 offices the total amount so deducted, together with a list of names of the employees from whose a deductions were made. Deductions may be terminated by the employee by giving thirty (30) days written notice to the Secretary/Treasurer shall notify the Business Office to stop deductions.

Section 4. 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 85 percent 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 therefore, 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 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 or Court. Any fair share challenge shall not be subject to the grievance procedure.

Section 5. PEOPLE DEDUCTION: The Employer agrees to deduct from the wages of any employee who is a member of the Union a PEOPLE deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the Employer and the Union. The Employer agrees to remit any deductions made pursuant to this provision to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

ARTICLE VI RATES OF PAY

Section 1. RATES OF PAY:

Subd. 1. 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.

Subd. 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 2. SALARY SCHEDULE:

Subd. 1. Pay Periods: Any time worked during the 1st through the 15th of any month will be paid on the last day of the month payroll. Any time worked during the 16th through the last day of the month, will be paid on the 15th of the next month. If the 15th or the end of the month falls on a Saturday or Sunday, the pay date will be the Friday before.

**ARTICLE VII
GROUP INSURANCE**

Section 1. INSURANCE BENEFITS: The District shall retain the right to the selection of carrier and number of policies offered to the employees, as long as the level of benefits is not reduced by any changes in carrier during the term of this agreement.

Section 2. HEALTH AND HOSPITALIZATION INSURANCE: The Northland Learning Center will provide health and hospitalization insurance coverage for full and eligible part-time employees who enroll in the Group Health and Hospitalization Insurance Plan. Please refer to Article III Sections 4 and 5 for definitions of a full and part-time employee.

Effective for the 2017-2018 and 2018-2019 school years the District shall contribute a sum not to exceed \$9,974 for health insurance coverage for full time employees (prorated for part-time employees). The difference between the cost of the premium and \$9,974 will be contributed to a VEBA account. Any additional cost of health insurance premiums above the \$9,974 shall be borne by the employee and paid by payroll deduction.

2017-2018: Half of the difference to be deposited by 9/1/17; last half by 1/1/18.

2018-2019: Half of the difference to be deposited by 9/1/18; last half by 1/1/19.

Effective for the 2017-2018 school year, the District shall contribute a sum not to exceed \$10,706 for family health insurance coverage for full-time employees (prorated for part-time employees). This amount is for family coverage only and cannot be used for single plans. Effective for the 2018-2019 school year, the District shall contribute a sum not to exceed \$12,506 for family health insurance coverage for full-time employees (prorated for part-time employees). Any additional cost of family health insurance premiums above the \$10,706 for 2017-2018 and \$12,506 for 2018-2019 shall be borne by the employee and paid by payroll deduction.

If an employee is hired after the school year starts, their premium and District contribution will be prorated based on days worked.

Hardship Request: For any employee who incurs a medical or pharmaceutical bill greater than their current VEBA fund balance, they shall be entitled to an advance of the balance of the annual Employer VEBA contribution, or the amount necessary to cover the expenses incurred, whichever is less, by providing proof of the expense, (EOB-explanation of benefits from BC/BS; and/or actual bill from health care provider/pharmacist) being provided to the District's HR Department.

Employees will receive NESC incentive dollars-when they become available.

Any part-time employee who is projected to work 520 hours or more during the school year shall be eligible for participation in the Northland Learning Center's Group Health and Hospitalization Insurance Plan. District contribution toward either plan will be prorated based on FTE. The minimum District contribution will be \$3,550. Employees will pay any cost over and above the District contribution through payroll deduction.

Section 3. DENTAL INSURANCE – SINGLE COVERAGE: The Northland Learning Center will provide dental insurance coverage for the employee (single coverage) under a Group Dental Insurance Plan.

For any full-time employee who is eligible for and enrolls in the Northland Learning Center's Group Dental Insurance Plan, the Northland Learning Center shall contribute the sum of \$693.00 annually for the employee's participation in the Plan. Additional costs of the premium shall be borne by the employee and paid through payroll deduction.

Any part-time employee who is projected to work 520 hours or more during the school year shall be eligible for the Northland Learning Center's Group Dental Insurance Plan, and the Northland Learning Center will pay on a pro-rata basis (compared to a full-time employee) the annual premium for the employee's participation in the Plan. Any additional costs of the premium shall be borne by the employee and paid through payroll deduction.

Section 4. LIFE AND LONG TERM DISABILITY INSURANCE: The District shall purchase and provide a long-term disability policy, which provides for 66 2/3 of the employee's monthly gross earning after 90 days of any illness or injury that precludes the employee from working. Employees are subject to enrollment eligibility requirements as determined by the provider. The premiums for the income protection plan and \$50,000 life insurance plan are paid by the District.

Section 5. CLAIMS AGAINST THE SCHOOL DISTRICT: It is understood that the School District's only obligation is to purchase an insurance policy and pay such amounts as agreed to herein and no claim shall be made against the School District as a result of a denial of insurance benefits by an insurance carrier.

Section 6. DURATION OF INSURANCE CONTRIBUTION: An employee is eligible for a School District contribution as provided in this Article as long as the employee is employed on a paid status by the School District, or when the employee meets the conditions and is eligible for paid status by the School District, or when the

employee meets the conditions and is eligible for FMLA benefits. Upon termination of employment, all district contribution shall cease.

Section 7. CONTINUATION OF COVERAGE: Under the Federal COBRA regulations, employees whose employment at the Northland Learning Center is terminated (either voluntarily or involuntarily, unless due to gross misconduct), may elect to continue their health insurance coverage as per COBRA regulations.

Persons eligible for such continuation of group coverage have 65 days from the date coverage would otherwise end, or the date they are notified of their continuation option, whichever is later, to elect such coverage. The employee is obligated to pay the monthly premium to the Northland Learning Center in advance.

ARTICLE VIII LEAVES OF ABSENCE

Section 1. SICK LEAVE:

Subd. 1. Earning: A full-time employee shall earn sick leave at the rate of one day per month.

Part-time employees shall earn sick leave at the rate of one day per month worked, prorated, based on their regular scheduled hours of their work day.

An employee shall not accrue sick leave if the employee is on an unpaid leave or if the employee is on layoff status.

The first year of employment the employee shall accrue sick leave at the rate described above, as the months are worked by the employee.

After the first year, worked for the district, sick leave shall be credited once annually as described below:

Employees will be credited with their total annual accrual each school year. (9-month employee would equal 9 days; 12-month employee would equal 12 days).

Employees may then draw down their sick leave bank as needed up to their maximum annual allowance. In the event an employee requires more than their annual allotment, they must follow the provision found in this Article. Any unused sick leave days will carry over to the next year in the employee's sick leave bank. Employees may accumulate up to a maximum of 80 days of sick leave for the 2017-2018 contract term and up to a maximum of 85 days of sick leave for the 2018-2019 contract term.

Subd. 2. Employees who are seriously ill and who have exhausted all accumulated sick leave, personal leave, and comp time, and shall be entitled to an advance equal to one year's earned sick leave. The employee must have applied for LTD and utilize LTD at the earliest allowable date. The employee or the estate shall repay the District for the advancement of sick leave should the employee not complete the employment year for which the advancement was given.

Subd. 3. Use: Sick leave with pay shall be allowed whenever an employee's absence is found to have been due to the employee's illness and/or disability which prevented the employee from attending work or which prevented the employee from being able to perform his/her duties or the absence was due to the care of immediate family members (parents, spouse, dependent children, grandparents, stepparents, adult children and siblings).

After an absence of three (3) or more consecutive days, in order to qualify for sick leave pay, the Northland Learning Center may require that the employee furnish a medical certificate from a qualified physician or their licensed representative as evidence of illness, indicating that the employee's absence was due to illness. The final determination as to eligibility of an employee for sick leave is reserved to the Northland Learning Center. In the event that a medical certificate will be required, the employee will be so advised.

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

Sick leave pay shall be approved only upon submission of an electronic request form available online at the Northland Learning Center staff portal.

Sick leave may be utilized during a period of physical disability resulting from a condition of pregnancy. The employee shall provide the Northland Learning Center with a physician's statement certifying the dates of disability.

Whenever an employee is absent from work, for any reason, the employee is required to fill out an online form and state the reason for their absence from work.

Section 2. LEAVE FOR BIRTH OR ADOPTION OF A CHILD: Any leave for the birth or adoption of a child shall be governed by the Minnesota Parental Leave Law and/or the Family and Medical Leave Act.

Any employee who is eligible for and wishes to take leave under the Minnesota Parental Leave Law shall inform the executive director in writing of the employee's intention to take the leave, at least three (3) calendar months before commencement of the intended leave.

Section 3. LEAVE TO ATTEND TO A SICK OR INJURED CHILD: The employee's use of paid sick leave to attend to the employee's sick or injured child shall be governed by the Minnesota Sick or Injured Child Care Leave Law.

Section 4. FAMILY AND MEDICAL LEAVE: Any leave in connection with or to attend to the serious health condition of the employee, the employee's spouse, child, or parent, shall run concurrent by the provisions of the Family and Medical Leave Act.

Section 5. ADDITIONAL MEDICAL LEAVE: An employee, who has completed the initial probationary period, who is unable to perform his/her job duties because of illness or injury and who has exhausted all paid sick leave and exhausted all unpaid leave available to him/her under the Family and Medical Leave Act or who has become eligible for long-term disability compensation/insurance may, upon request, be granted an additional medical leave of absence, without pay, up to six months in duration. This leave may be renewed at the discretion of the Northland Learning Center.

A request for leave of absence, or renewal thereof, under this Section, shall be accompanied by a written doctor's statement outlining the health condition and/or disability which necessitated the medical leave or renewal thereof, and also estimating the time at which the employee is expected to be able to return to work and assume his/her job duties.

An employee on unpaid leave under this Section is eligible to continue to participate in the Northland Learning Center's group insurance programs, if permitted under the insurance policy provisions. The employee shall be responsible for paying the entire premium for any continuing participation in the Northland Learning Center's group insurance programs, and said premium payments shall commence with the beginning of the leave under this Section.

The employee is obligated to pay the monthly premium to the Northland Learning Center in advance.

Section 6. WORKERS' COMPENSATION: Pursuant to M.S. 176, an employee injured on the job in the service of the School District and collecting Worker's Compensation insurance, may draw sick leave for any portion of the employee's day that is not paid from worker's compensation. Once the District has been notified from Worker's Compensation that the employee has received benefits, the district shall make appropriate adjustments to the employee's payroll records and leave time.

Section 7. BEREAVEMENT: An employee shall be allowed up to three (3) days of paid bereavement leave to attend to matters arising from the death of a member of the employee's immediate family. Any paid bereavement leave taken by the employee shall be deducted from the employee's accumulated sick leave. The specific amount of leave allowed is subject to the discretion of the executive director, depending upon the circumstances presented. For purposes of this Section, immediate family is defined as the employee's spouse, child, parent, brother, sister, grandparent, or other relative living in the same house hold as the employee. Also for the purposes of this section, immediate family includes the child, parent, brother, sister, or grandparent of the employee's spouse.

Section 8. JURY DUTY: If an employee is summoned for jury duty or subpoenaed as a witness in judicial proceedings, the employee must notify the District of such summons as soon as it is received. Any employee who serves on jury duty shall be granted the day or days necessary as stipulated by the court to discharge this responsibility without any salary deduction or loss of basic leave allowance. The compensation received for jury duty service shall be remitted to the District.

Section 9. PERSONAL LEAVE DAYS: Each employee shall be entitled to one (1) paid Personal Leave Day during their first year of employment. Starting in the employee's second year of continuous employment, employees shall receive three (3) Personal Leave Days per year. Request for personal leave must be made in writing to the Director or designee at least two days in advance, except in cases of emergencies. If two people request a leave at the same time, the request will go to the most senior employee, if approved by the Executive Director or their designee. The Personal Leave Days cannot be carried over from year to year, and the Employer shall retain the right to limit the number of employees off at a given time on Personal Leave. The Employer shall buy back up to two (2) unused personal days per year at 100 % of the employee's daily rate of pay.

Section 10. VACATIONS: Employees who are scheduled to work a minimum of 1386 hours per year (equals two-thirds F.T.E.) or more, shall accumulate vacation on an hourly basis as per the formula contained in this Section. If a new employee is hired, their

vacation shall be prorated by months worked for the first year of employment. On the anniversary date, any vacation hours above the amount accumulated from the previous year may be paid to the Employee. Vacation approval is subject to the discretion of the Director of the NLC and may be limited to times when students are not in session or after June 30 of each year.

<u>YEARS OF SERVICE</u>	<u>WEEKS EARNED</u>	<u>HOURLY ACCUMULATION</u>
After 1 year of service	1 week/40 hours	.0192 p/hour
After 2 years of service	2 weeks/80 hours	.0384 p/hour
After 5 years of service	3 weeks/120 hours	.0577 p/hour
After 11 years of service	3 weeks + 1 day/128 hrs	.0615 p/hour
After 12 years of service	3 weeks + 2 days/136 hrs	.0654 p/hour
After 13 years of service	3 weeks + 3 days/144 hrs	.0692 p/hour
After 14 years of service	3 weeks + 4 days/152 hrs	.0731 p/hour
After 15 years of service	4 weeks/160 hrs	.0769 p/hour
After 16 years of service	4 weeks + 1 day/168 hrs	.0808 p/hour
After 17 years of service	4 weeks + 2 days/176 hrs	.0847 p/hour
After 18 years of service	4 weeks + 3 days/184 hrs	.0885 p/hour
After 19 years of service	4 weeks + 4 days/192 hrs	.0924 p/hour
After 20 years of service	5 weeks/200 hrs	.0962 p/hour

ARTICLE IX

403B Plan

Section 1. Contribution: All employees are eligible to participate in the 403B plan with district contributions as follows:

- a) \$300 for employees in their fourth (4th) through sixth (6th) year with the District.
- b) \$500 for employees in their seventh (7th) through tenth (10th) year with the District.
- c) \$750 for employees in their eleventh (11th) year and beyond with the District.

There will be a cap of \$15,000 per employee.

Section 2. Years of Service: The years of service will be determined from union seniority date July 1 of each year.

Section 3. Eligibility: Seasonal and Part-time employees will be given the same opportunity to participate as full-time employees.

ARTICLE X

WORK SCHEDULES AND DUTY YEAR

Section 1. DUTY YEAR: On July 1 of each year, the Northland Learning Center shall set the regular work year for the coming school year.

Section 2. WORK SCHEDULES: Individual employee's starting times vary depending upon job assignments. All employees who are scheduled to work are expected to report to work by their assigned starting time and the employee is expected to remain at the work place (except for lunch break and approved outside activities) throughout the employee's scheduled workday. The Northland Learning Center will assign starting times and shifts for all employees. In emergency times of need the Executive Director can amend shifts up to twenty (20) days without posting. The District has the discretion of assigning up to 3 additional mandatory training days per year.

Employees will be provided a duty free unpaid lunch period of at least 30 minutes. Employees shall also be scheduled or afforded a 15-minute rest break during each half of their regularly scheduled shift that is four (4) consecutive hours or more in length.

Section 3. SCHOOL CLOSING:

In the event of energy shortage, severe weather, or other emergency, the District reserves the right to modify the school calendar, and, if school is closed on a scheduled duty day(s) full time and part time employees shall not be required to make up the first two school closing days and shall still receive pay for those days. For any additional school closing day(s) within the school year, full time employees shall be expected to report to work that day, or use a personal day, vacation day, or take it as an unpaid day. Full time employees will be allowed to report to work up to two hours late (9:30 am) from the normal start time of 7:30 am. All part-time employees will not be expected to work and

will have the option to use a personal day (equivalent to their normal work hours), or take an unpaid day. If no paid leave is available, it will be unpaid.

ARTICLE XI

HOLIDAYS

Section 1. PAID HOLIDAYS: Full-time employees covered by this Agreement shall be granted the following paid holidays:

July 4 th Holiday	New Year's Day
Labor Day	President's Day
Thanksgiving Day and day after	Good Friday and Easter Monday
Christmas Day	Memorial Day
Christmas Eve afternoon (4 hours)*	

*Employees must work the morning to get the afternoon as a Holiday.

Full-time employees will receive holiday pay equivalent to 8 hours pay.

Part-time employees shall be granted the following paid holidays:

Thanksgiving Day and day after	President's Day
Christmas Day	Good Friday and Easter Monday
New Year's Day	Memorial Day

Part-time employees will receive holiday pay equivalent to the number of hours that the employee is normally scheduled to work per day.

If any of the above – reference holidays fall on a weekend, then that holiday will be observed on a day designated by the Northland Learning Center.

The Northland Learning Center reserves the right, if school is in session on any of the above referenced holidays, to cancel any of the above holidays and establish another holiday in lieu thereof, or pay the employee for the worked holiday.

Section 2. ELIGIBILITY: In order to be eligible for holiday pay, an employee must have worked the regular work day immediately preceding the holiday and the regular work day immediately after the holiday, unless the employee was out of work on an excused illness, or paid leave.

ARTICLE XII

SENIORITY

Section 1. APPLICABILITY: All regular full and part-time bargaining unit employees working for Independent School District No. 6076 shall be covered by this Agreement and placed on the seniority list, except those employees listed in Article I, Section I (Exclusions).

In the event a current excluded position as of January 1, 2002, is subsequently certified by the Bureau of Mediation Services as a bargaining unit position, the occupant or occupant's seniority date shall, for seniority rights other than fringe benefits, be from the date of said certification.

For fringe benefit purposes, the position occupant's date shall be from the first date of employment in a bargaining unit position.

Section 2. STANDING: Seniority standing shall be granted to all employees covered by this Agreement. The standing is to be determined on the basis of total length of employment for the School District in a bargaining unit position. All new employees shall be placed on the seniority list as of the first day of employment upon completion of their probationary period of employment. During the probationary period of employment, the Board without cause and without the same causing a breach of this Agreement or constituting a grievance hereunder may discharge employees. In the event two or more employees are hired on the same date, seniority shall be determined by lot.

Section 3. LOSS OF SENIORITY: An employee shall lose their seniority standing upon voluntary resignation or dismissal for cause.

Section 4. PREFERENCE: In the case of reduction of force or the elimination of a position, a senior employee may exert their seniority preference over a junior employee in any classification of work, provided they have the necessary qualifications to perform the duties of the job involved. In case of transfer, seniority within the job classification

takes preference over the seniority rights of more senior employees in any other job classification.

Section 5. PUBLICATION: A seniority list shall be prepared and presented to the Union from the administration by October 15 of each calendar year. Once posted, employees shall have 15 days to challenge the list.

Section 6. POSTING OF VACANCIES: Notice of all vacancies and newly created positions shall be posted on employee bulletin boards, and the employees shall be given seven (7) working days time in which to make application to fill said vacancy or new position, provided they have the necessary qualification to perform the duties of the job involved. A one-month trial period shall be given the employee for the purpose of determining their qualifications, unless they are obviously not qualified. The Board shall make the determination as to whether or not the applicant possesses the necessary qualifications. In the event the applicant does not concur in the determination, the applicant shall have the right of appeal through the normal grievance procedure. In the event the Board and the Union agree during the trial period that the applicant does not possess the necessary qualifications, the applicant shall have the right to return to their former position and shall not be denied the right to make application for any other posting.

Section 7. TEMPORARY VACANCIES: The District reserves the right to employ such personnel as it deems desirable or necessary to replace regular employees who have been granted a leave of absence. Any such leave known in advance to be or which exceeds 30 calendar days shall be posted as a temporary position and filled per contractual posting stipulations. Only one posting is necessary per original temporary position vacancy. Temporary employees, who are regular employees, shall be paid as per Appendix A according to year of employment. Temporary employees outside of the bargaining unit shall be paid according to the labor agreement and shall not receive fringe benefits. This section shall not negate the callback provision of the contract.

When employees post into temporary positions and the position ends, the employee reverts back into their old job classification.

Section 8. DURATION: The seniority of an employee shall not be broken because of layoff, or by reason of leave of absence, if the employee returns to work at the expiration of his/her leave, providing the period does not exceed one year.

Section 9. TRANSFER WITHIN JOB CLASSIFICATION: When a vacancy exists, the most senior qualified employee within that same job classification or title may request a transfer in assignment to the shift or work-site of the employee formerly so assigned. The request for transfer in assignment must be made within five (5) workdays after the posting of the vacancy pursuant to Section 6 herein.

If the request is granted, the employee shall have five workdays in which to change his/her mind, and to return to his/her previous assignment.

Once the transfer of assignment occurs and the employee doesn't change his/her mind, the School District will recognize and consider the requests for up to two additional transfers of assignment, which may be triggered by the initial transfer. The same time lines and other provisions set forth above shall apply to these additional requests for transfer.

ARTICLE XIII

PROBATIONARY PERIOD

Section 1. PROBATIONARY PERIOD: An employee under the provisions of this Agreement shall serve a probationary period equal to the length of 6 working months (during the school year of September to June for part-time employees) for the position. After successful completion of the 6 month probationary period, the employee shall have their pay increased to 90% of the classification top rate of pay. Upon successful completion of 1 year of employment, the employee will be moved to 100% of the classification rate of pay.

During which time the District shall have the unqualified right to suspend without pay, discharge or otherwise discipline such employee; and during this probationary period, the employee shall have no recourse to the grievance procedure, insofar as suspension, discharge or other discipline is concerned. However, a probationary employee shall have the right to bring a grievance on any other provisions of the contract alleged to have been violated.

Section 2. CHANGE OF CLASSIFICATION: In addition to the initial probationary period, an employee transferred or promoted to a different classification shall serve a new probationary period of one (1) calendar month in any such new classification. During this one (1) month probationary period, if it is determined by the School District that the employee's performance in the new classification is, unsatisfactory, the School District shall have the right to reassign the employee to the former classification. Employees shall have the right to return to the former classification during the one (1) month probationary period should they find the new position not to their liking.

Section 3. COMPLETION OF PROBATIONARY PERIOD: An employee who has completed the probationary period may be suspended without pay or discharged only for cause. An employee who has completed the probationary period and is suspended without pay or discharged shall have access to the grievance procedure.

Section 4. SENIORITY DATE: Employees shall acquire seniority upon completion of the probationary period as defined in this Agreement and, upon acquiring seniority, the seniority date shall relate back to the first date of continuous service in a position governed by this Agreement. If more than one employee commences work on the same date, seniority ranking for such employees shall be determined by lot.

Section 5. PAY INCREMENTS AND EVALUATIONS: New employees shall start at 85% of the rate of pay for the classification they are hired to fill. Upon a 6 month evaluation by the Director or his/her designee, if the employee rates a satisfactory rating, they shall have their rate of pay increased to 90% of the classification top rate of pay. Upon successful completion of 1 year of employment, the employee will be moved to

100% of the classification rate of pay. In the event an employee does not merit an increase after the mid-year evaluation, the District can schedule a follow-up evaluation and with improvement, award the increase at that time. The District may request an extension of the Probationary period from the Union on any employee.

ARTICLE XIV

REDUCTION IN FORCE AND RECALL

Section 1. REDUCTION IN FORCE: The parties recognize the principle of seniority in the application of this Agreement concerning reduction in force, provided the employee is fully qualified to perform the duties and responsibilities of the position. An employee, who has completed the probationary period, on layoff shall retain seniority and shall be entitled to recall rights of two (2) years once laid off. Prior to any lay off the Employer shall be required to notify the Union in writing 30 days prior to the effective date of lay off. The notice shall contain the names and positions of those subject to lay off. The parties shall meet to discuss the effects of the lay off and explore all available alternatives to a lay off. Recall from lay off shall be done by certified mail to the last known address of the employee(s) on lay off, and shall allow a minimum two (2) week period to return to the District.

Section 2. CONTRACTING OUT: The School District agrees that it will not implement a decision to contract-out any work currently considered unit work unless and until it negotiates to impasse the impact and effect of doing so on the bargaining unit. The School District shall rely on the Bureau of Mediation Services to determine that impasse has been reached.

ARTICLE XV

GRIEVANCE PROCEDURE

Section 1. GRIEVANCE DEFINITION: A "grievance" shall mean an allegation by an employee resulting in a dispute or disagreement between the employee and the School District as to the interpretation or application of terms and conditions contained in this Agreement.

Subd. 2. Group of Employees: A group of employees may file a grievance if a complaint arises out of the same transaction or occurrence and the facts and claim are common to all members of the group.

Section 2. REPRESENTATIVE: The employee, administrator, or Northland Joint Powers 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 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 weekdays not designated as holidays by state law.

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

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

Section 4. TIME LIMITATION AND WAIVER: A grievance shall not be valid for consideration unless the grievance, signed by the grievant, 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 days after the date of the first event giving rise to the grievance occurred. Failure to file any grievance within such period shall be deemed a waiver thereof. Failure to appeal a grievance from one level to another within the time periods hereafter provided shall constitute a waiver of the grievance. An effort shall first be made to adjust an alleged grievance informally between the employee and the School District's designee.

Section 5. ADJUSTMENTS OF GRIEVANCE: The School District and the employee shall attempt to adjust all grievances which may arise during the course of employment of any employee within the School District in the following manner:

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

Subd. 2 LEVEL II: IN the event the grievance is not resolved in Level I, the decision rendered may be appealed to the Executive Director, provided such appeal is made in writing within ten (10) days after receipt of the decision in Level I. If a grievance is properly appealed to the Executive Director, the Executive Director or designee shall set a time to meet regarding the grievance within fifteen (15) days after receipt of the appeal. Within ten (10) days after the meeting, the Executive Director or designee shall issue a decision in writing to the parties involved.

Subd. 3. LEVEL III: In the event the grievance is not resolved in Level II, the decision rendered may be appealed to the Joint Powers Board, provided such appeal is made in writing within ten days after receipt of the decision in Level II. If a grievance is properly appealed to the Joint Powers Board, the Joint Powers Board shall set a time to hear the grievance within twenty days after receipt of the appeal. Within twenty days after the meeting, the Joint Powers Board shall issue its decision in writing to the parties involved. At the option of the Joint Powers

Board, a committee or representative(s) of the Board may be designated by the Board to hear the appeal at this level, and report its findings and recommendations to the Joint Powers Board. The Joint Powers Board shall then render its decision.

Section 6. NORTHLAND JOINT POWERS BOARD REVIEW: The Northland Joint Powers Board reserved the right to review any decision issued under Level I or Level II of this procedure provided the Northland Joint Powers Board or its representative notifies the parties of the intention to review within ten (10) days after the decision has been rendered. In the event the Northland Joint Powers Board reviews a grievance under this section, the Northland Joint Powers Board reserves the right to reverse or modify such decision.

Section 7. DENIAL OF A GRIEVANCE: Failure by the Northland Joint Powers 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 level.

Section 8. MEDIATION: Upon mutual agreement, the parties may petition the Bureau of Mediation Services for assistance in the resolution of any grievance prior to arbitration. IF the parties so agree, the timelines for such review and appeal to arbitration shall be adjusted by mutual agreement between the parties.

Section 9. ARBITRATION PROCEDURES: In the event that the employee and the Northland Joint Powers 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 grievant and such request must be filed in the office of the Executive Director within ten days following the decision in Level III of the grievance procedure.

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

Subd. 3. Selection of Arbitrator: Upon the proper submission of a grievance under the terms of this procedure, the parties may, within ten days after the request to arbitrate, attempt to agree upon the selection of an arbitrator. If an agreement on an arbitrator is not reached, either party may request the Commissioner of the Bureau of Mediation Services to submit a panel of seven arbitrators to the parties, pursuant to P.E.L.R.A., provided such request is made within twenty days after request for arbitration. Within ten days after receipt of the panel, the parties shall alternately strike names and the remaining name shall be the arbitrator to hear the grievance. The order of striking will be determined by lot. The request shall ask that the panel be submitted within ten days after the receipt of said request. Failure to agree upon an arbitrator or the failure to request an arbitrator from the Commissioner within the time period as provided herein shall constitute a waiver of the grievance.

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 denovo.

Subd. 5. Decision: The decision by the arbitrator shall be rendered within thirty 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 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 of the hearing shall be made at the request of either party. The parties shall share equally fees and expenses of the arbitrator, the cost of the transcript or recording if requested by either or both parties and any other expenses which the parties mutually agree are necessary for the conduct of the arbitration.

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, the arbitrator's order shall give due consideration to the statutory rights and obligations of the public school district to efficiently manage and conduct its operation within the legal limitations surrounding the financing of such operations.

Section 10. 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, 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 issuing 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.

ARTICLE XVI

DISCIPLINE

Section 1. PROGRESSIVE AND CORRECTIVE: It shall be the philosophy and practice of the parties to administer disciplinary action only when merited and for just cause. Discipline shall be progressive, documented, and shall coincide with corrective action items or counseling opportunities when applicable.

Section 2. ORDER OF DISCIPLINE:

- The first step on any discipline action shall be a verbal or written warning. A copy shall be placed in the employee's personnel file and shall be signed by the employee.
- The second step shall be an unpaid suspension of up to 10 days. The employee shall not return to work until a meeting is held with Administration to carefully review the problem areas, to outline a plan to correct the problem and a time frame for review of the employee's improvement. The meeting shall be held prior the first day of suspension or on the day returning to work.
- The third step shall be termination. Any action to terminate shall first include a written notice to the employee and the Union allowing 10 days for a "pre-termination hearing".
- All disciplinary action is subject to the grievance process of this Agreement. Disciplinary action shall be documented and copies shall be provided to the Exclusive Representative as well as the employee involved.

- For extreme offenses or actions, the Employer may expedite the disciplinary action as outlined above.
- Each step of the disciplinary process should include a follow-up discussion by the Principal or the Director to determine if appropriate corrective action has been taken to improve the problem that resulted in discipline and to assure improvement in that area.

ARTICLE XVII PUBLIC OBLIGATION

The parties mutually recognize that their first obligation is to the public and that the right of students and residents of the School District to the continuous and uninterrupted operation of the school is of paramount importance.

The exclusive representative agrees, therefore, that during the term of this Agreement, neither the exclusive representative nor any individual employee shall engage in any strike. For purposes of this section, the term 'strike' shall mean concerted action in failing to report for duty, the willful absence from one's position, sympathy strike, the stoppage of work, slowdown, or the abstinence in whole or in part from the full, faithful and proper performance of the duties of employment for the purposes of inducing, influencing or coercing a change in the conditions or compensation or the rights, privileges, or obligations of employment. The parties agree that this Article shall not be subject to the grievance or arbitration procedure but is enforceable in the Courts.

ARTICLE XVIII DURATION

Section 1. TERMS AND REOPENING NEGOTIATIONS: This Agreement shall remain in full force and effect for a period commencing on its date of execution, through June 30, 2019, and thereafter as provided by 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 120 days prior to said expiration. Unless otherwise mutually agreed, the parties shall not commence negotiations more than 90 days prior to the expiration 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. Nothing in this Agreement shall be construed to obligate the School District to continue or discontinue existing or past practices, 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 on 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.

IN WITNESS WHEREOF, The parties have executed this Agreement as follows:

NORTHLAND JOINT POWERS BOARD
NORTHLAND LEARNING CENTER NO. 6076

By Steve M. Della
(Board Chair)

By Gregory H. [Signature]
(Clerk)

Dated this _____ day of _____, 2017

LOCAL UNION NO. 2780

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

By 
(Staff Representative)

By 
(President of Union)

Dated this _____ day of _____, 2017

APPENDIX A
SALARY SCHEDULE

<u>Classification</u>	<u>Percentage</u>	2%	2%
		07/01/17	07/01/18
		<u>Hourly</u>	<u>Hourly</u>
Teacher Aide	100%	\$18.27	\$18.63
	90%	\$16.44	\$16.77
	85%	\$15.52	\$15.83
Cultural Liaison	100%	\$18.27	\$18.63
	90%	\$16.44	\$16.77
	85%	\$15.52	\$15.83
COTA/PTA	100%	\$22.01	\$22.45
	90%	\$20.05	\$20.45
	85%	\$18.94	\$19.32
Interpreter	100%	\$22.29	\$22.73
	90%	\$20.05	\$20.45
	85%	\$18.94	\$19.32
Certified Interpreter	100%	\$24.53	\$25.02
	90%	\$22.08	\$22.52
	85%	\$20.85	\$21.27
Food Service Worker	100%	\$13.60	\$13.87
	90%	\$12.24	\$12.48
	85%	\$11.56	\$11.79

<u>Classification</u>	<u>Percentage</u>	<u>07/01/17 Hourly</u>	<u>07/01/18 Hourly</u>
Custodian	100%	\$21.20	\$21.62
	90%	\$19.07	\$19.46
	85%	\$18.01	\$18.37
Secretary	100%	\$20.39	\$20.80
	90%	\$18.35	\$18.72
	85%	\$17.33	\$17.68

*Employees will be placed at the appropriate step based on total years of service with the School District on July 1, 2002, or their date of hire from thenceforward.

This pay scale will apply for all classifications represented by this Agreement. If any new positions are added to the Agreement after the date of ratification, the parties agree to negotiate on an hourly rate of pay prior to placement of any employee in the new classification. If due to reasons of recruitment or retainment the School District determines a need to modify the hourly rate for any position covered by this collective bargaining agreement, they shall first notify the Union and schedule a meeting to discuss and finalize said improvements prior to implementation. Other employees in the effected classification shall be subject to any such changes but shall not suffer a reduction in pay.

The School District shall have the discretion to place a new hire at a higher step on the salary schedule if the employee has prior work related experiences or applicable licensure/certification.

All bargaining unit positions shall have job descriptions developed within 30 days of contract ratification. The job description shall include minimum qualifications, required licensure and/or certifications.