

A G R E E M E N T

Between

INDEPENDENT SCHOOL DISTRICT NO. 696

ELY, MINNESOTA

and

LOCAL UNION NO. 295

MINNESOTA COUNCIL NO. 65

AMERICAN FEDERATION OF STATE, COUNTY

AND MUNICIPAL EMPLOYEES, AFL-CIO

JULY 1, 2017- JUNE 30, 2019

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE I PURPOSE -----	3
ARTICLE II RECOGNITION OF EXCLUSIVE REPRESENTATIVE -----	3
ARTICLE III DEFINITIONS-----	3
ARTICLE IV DISTRICT RIGHTS -----	4
ARTICLE V EMPLOYEE RIGHTS -----	4
ARTICLE VI HOURS OF SERVICE -----	5
ARTICLE VII HOLIDAY PROVISIONS-----	6
ARTICLE VIII VACATIONS -----	7
ARTICLE IX SICK LEAVE AND LEAVES OF ABSENCE-----	8
ARTICLE X GROUP INSURANCE -----	12
ARTICLE X-A SEVERANCE -----	13
ARTICLE XI SENIORITY -----	14
ARTICLE XII DISCIPLINE-----	15
ARTICLE XIII RATES OF PAY -----	17
ARTICLE XIV GENERAL PROVISIONS-----	17
ARTICLE XV GRIEVANCE PROCEDURE -----	18
ARTICLE XVI PUBLIC OBLIGATION -----	19
ARTICLE XVII DURATION.....	19
APPENDIX A SALARY SCHEDULES: -2017-2019-----	21-23

A G R E E M E N T
(Non-Certificated)

ARTICLE I
PURPOSE

Section A. Parties: THIS AGREEMENT is entered into between the School Board of Independent School District No. 696, Ely, Minnesota, hereinafter referred to as the School Board, and the American Federation of State, County and Municipal Employees, AFL-CIO, Local Union 295, Minnesota Council 65, hereinafter referred to as the exclusive representative, pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, as amended, hereinafter referred to as the P.E.L.R.A., to provide the terms and conditions of employment for all persons in the appropriate unit during the duration of this Agreement.

ARTICLE II
RECOGNITION OF EXCLUSIVE REPRESENTATIVE

Section A. Recognition: In accordance with the P.E.L.R.A., the School Board recognizes American Federation of State, County and Municipal Employees, AFL-CIO, Local Union 295, Minnesota Council 65, as the exclusive representative for all persons in the appropriate unit employed by the School Board of Independent School District No. 696, 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.

ARTICLE III
DEFINITIONS

Section A. Terms and Conditions of Employment: Shall mean the hours of employment, the compensation therefor including fringe benefits except retirement contributions or benefits, and the employer's personnel policies affecting the working conditions of the employees.

Section B. Description of Appropriate Unit: For purposes of this Agreement, the term Local Union 295 shall mean all persons in the appropriate unit employed by the School Board 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% of the normal work week, employees who hold positions of a temporary or seasonal character for a period not in excess of 67 working days in any calendar year, and emergency employees.

Section C. A full-time employee is an employee who works forty (40) hours per week, and between 10 and 12 months per year. This definition is for the purposes of FTE/position status only.

Section D. A part-time employee is an employee who works less than forty (40) hours per week. This definition is for the purposes of FTE/position status only.

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

ARTICLE IV
DISTRICT RIGHTS

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

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

Section C. Effect of Laws, Rules and Regulations: The exclusive representative recognizes that all employees covered by this Agreement shall perform the services and duties prescribed by the School Board and shall be governed by the laws of the State of Minnesota and by School Board rules, regulations, directives, and orders, issued by properly designated officials of the School District. The exclusive representative also recognizes the right, obligation, and duty of the School Board and its duly designated officials to promulgate rules, regulations, directives and orders from time to time as deemed necessary by the School Board insofar as such rules, regulations, directives and orders are not inconsistent with the terms of this Agreement and recognizes that the School Board, all employees covered by this Agreement, and all provisions of this Agreement are subject to the laws of the State. Any provision of this Agreement found to be in violation of any such laws, rules, regulations, directives, or orders shall be null and void and without force and effect, and a substitute shall be negotiated.

Section D. Reservation of Managerial Rights: The foregoing enumeration of Board rights and duties shall not be deemed to exclude other inherent managerial 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 Board.

ARTICLE V
EMPLOYEE RIGHTS

Section A. Right to View: Nothing contained in this Agreement shall be construed to limit, impair, or affect the right of any employee or his 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 B. Right to Join: 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 an exclusive representative for the purpose of negotiating grievance procedures and the terms and conditions of employment for employees of such unit with the School Board.

Section C. 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. 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 during pay periods provided in such authorization.

Section D. Fair Share Fee: In accordance with M.S. 179.65, Subd. 2, 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 required of any employee shall not exceed his prorata share of the specific expenses incurred for services rendered by the exclusive representative in relationship to negotiations and administration of grievance procedures for employees in the appropriate unit.

Upon thirty (30) days notice in writing to the payroll officer of the name of the employee and the amount of the fair share fee certified by the exclusive representative, the School Board will deduct such fair share fee in installments from such employee's pay check each month and will forward such fees to the exclusive representative. The exclusive representative agrees to notify the employer promptly whenever any employee subject to a fair share fee deduction becomes a member of the exclusive representative, and no further fair share fee deductions for such employee will thereafter be made. Any dispute as to the amount of such fee shall be solely between the exclusive representative and the employee involved.

The exclusive representative hereby warrants and covenants that it will defend, indemnify and save the School Board 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 E. 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
HOURS OF SERVICE

Section A. Hours of Work:

1. The normal workday shall consist of eight (8) hours. The normal workweek shall consist of forty (40) hours. Any employee required to work in excess of eight (8) hours per day or in excess of forty (40) hours per week shall be compensated at time and one-half rates. All employees shall perform whatever duties are assigned to them by the Board's representative. An employee assigned to work in a higher pay category for a period of one-half day or more shall be compensated at the higher rate pay scale. Should an employee be permanently transferred to a lower classification or elect to perform work in a lower classification under the posting procedure, he shall receive the classified rate of pay. Vacation hours paid are considered to be hours worked for all purposes of the Agreement.
2. The Board shall give the employees one week notice prior to changing their work schedule.
3. Cafeteria personnel shall receive a 15 minute break during their daily work

schedule.

Section B. Overtime Provisions:

1. All employees of the School District desiring to work overtime hours shall register with the Business Office on duplicate forms no later than July 1 of the calendar year. Employees who do not register will not be considered for overtime. All overtime hours shall be compensated for at one and one-half times the classified rate of pay.

2. All overtime hours worked in building maintenance and janitor service shall be on a rotating basis for all employees registered for overtime within their respective job classification. An accurate record shall be kept of all hours refused as well as of all hours worked by employees.

3. It has been agreed by the Board that in all cases of extra workload (non-overtime) and overtime that all employees within their own job classification shall be given preference over outside personnel for all such extra work and overtime hours. All extra work (non-overtime) and overtime hours shall be credited to all employees and shall be posted at the end of each pay period.

Section C. Union Meetings:

A maximum of one hour off per month shall be allowed for any employee working the afternoon shift to attend the monthly Union meeting.

Union Leave Time: The District will allow time off for union members to attend Union business which may include conventions, conferences, training, etc. The District will allow up to three (3) days of paid time off per year per employee. There will be a maximum of five (5) total paid days per year for the AFSCME bargaining unit.

Section D. School Closings:

In the event the employee work day is lost for any emergency, employees shall be excused from work for any part or fraction of such day remaining and shall be compensated for the hours of work originally scheduled.

Subd. 1. In the event of emergency closings, the employee shall perform duties on that day or other days in lieu thereof as the School Board or its designated representative shall determine, if any. In the event an employee is required to work during an emergency closing, the employee shall receive equal vacation time for all hours worked in addition to pay for the hours of work originally scheduled for.

ARTICLE VII
HOLIDAY PROVISIONS

Section A. All full-time employees and part-time employees working twenty (20) hours or more per week, twelve months per year, shall be entitled to and shall receive pay for the following holidays:

New Year's Day	President's Day	Easter Monday
Memorial Day	Good Friday	Fourth of July
Labor Day	Thanksgiving Day	Friday after Thanksgiving
Christmas Eve Day	Christmas Day	

Section B. Employees working forty (40) hours per week but less than twelve (12) months per

year shall receive pay for those holidays which fall in the months worked by such employee:

President's Day	Easter Monday	Memorial Day
Good Friday	Labor Day	Thanksgiving Day
Friday after Thanksgiving	Christmas Eve Day	Christmas Day
New Year's Day		

Section C. When Christmas Day, New Year's Day, or Fourth of July falls on a Sunday, the following Monday shall be observed as a paid holiday; when these holidays fall on a Saturday, the previous Friday will be observed as a paid holiday. When Christmas Eve day falls on a Saturday or Sunday, the previous Friday will be observed as a paid holiday. The District reserves the right, if school is in session, to cancel any of the above holidays and establish another paid holiday in lieu thereof.

Section D. Part-time employees who work less than 12 months per year shall receive pro rata holiday pay for the following holidays:

Thanksgiving Day	President's Day
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Section E. Any employee who is required to work on any of the above named holidays shall be compensated at time and one-half (1-1/2) rate for his work that day in addition to his regular salary.

ARTICLE VIII
VACATIONS

Section A. All full-time employees shall receive annual vacation on a July 1st basis as follows:

<u>Weeks of Vacation</u>		<u>Years of Continuous Service</u>
One (1)	after	One (1)
Two (2)	after	Two (2)
Three (3)	after	Five (5)
Four (4)	after	Ten (10)
Five (5)	after	Twenty-five (25)

Section B. All full-time employees who work less than twelve (12) months and all part-time employees working twenty (20) hours or more per week shall receive vacation benefits on a pro-rated basis which shall be determined by the number of years of service, the number of months worked in a fiscal year, and the number of hours worked per week in the preceding year. The District agrees to provide to employees a reconciliation demonstration how those accruals and payouts were arrived at.

Section C. Vacation days must be utilized during regularly scheduled workdays for full-time employees or on student contact days for part-time employees working 20 or more hours a week. Authorization for vacations during the normal school year shall be subject to prior approval of the employee's immediate supervisor or the superintendent. Vacation

may be requested for teacher workshop/teacher exchange days during the normal school year.

Section D. In determining vacation schedules, the wishes of the employee shall be respected as to the time of taking vacation, insofar as the needs of the service will permit, it being understood that the rights of the senior employee will prevail in the selection of vacation time when agreement cannot be reached among the employees.

Section E. The vacation period of an employee shall be split if requested by the employee and approved by the supervisor.

Section F. Vacations are for the purposes of recreation and shall be taken each year. Only by written agreement between the Superintendent and the employee can an employee carry over vacation time to the next year. For those employees eligible for vacation, any vacation not taken during the school year shall be paid in a lump sum no later than July 31.

Section G. Retirement/Resignation in good standing. If an employee gives 2 weeks notice and resigns/retires before July 1st, they shall be paid out their portion of their earned vacation (what they have earned up to that date for that year). Example: Employee "A" has a start date of employment on July 1st. They earn 4 weeks of vacation per year. If they resign or retire on December 31st, they shall have 1/2 of their 4 weeks paid out. Employees can either take the vacation as pay or use the vacation before their resignation/retirement date.

ARTICLE IX SICK LEAVE AND LEAVES OF ABSENCE

Section A. Sick Leave:

1. A full-time employee shall earn sick leave at the rate of one and one-half (1 -1/2) days for each month of service in the employ of the School District.
2. Unused sick leave may accumulate to a maximum credit of one hundred thirty-five (135) days of sick leave per employee.
3. All part-time employees working twenty (20) hours or more per week shall earn sick leave on a pro rata basis in the same manner as full-time employees.
4. Additional sick leave for personal illness shall be granted on the basis of length of service and the number of days of unused sick leave. Additional sick leave shall be accredited on the basis of 10% of unused current year sick leave.
5. Notice of absence due to illness shall be given to the Board immediately. The Board may require a doctor's certificate after an absence of three (3) days. A doctor's certificate shall be required in all cases where the absence exceeds five (5) days or when the Employer has knowledge of potential FMLA leave. Any unauthorized absence from the job shall result in loss of pay for the period of absence.
6. Sick leave pay shall be approved only upon submission of a signed request upon the authorized sick leave pay request form available at the office.
7. Employees may use personal sick leave benefits due to an illness or injury to the employee's child,

adult child, spouse, sibling, parent, grandparent, grandchild or stepparent for reasonable periods of time as the employee's attendance may be necessary.

8. A leave of absence shall be granted to an employee in the case of an extended illness or injury, and shall be extended so long as the employee is physically incapable of returning to work, but not to exceed one (1) year unless it is workers compensation related. This period may be extended by mutual agreement.

9. At the time an employee becomes eligible to receive long-term disability compensation after 90 days, as provided in this Agreement, such employees shall no longer be eligible for any sick leave pay pursuant to this section as long as such employee continues on long-term disability compensation.

10. Upon the death of an employee who has at least ten (10) years of service with I.S.D. #696, all unused sick leave shall be paid to the employee's estate in the same manner as unused vacation. There will be an eighty-eight (88) day limitation, 50% retained for insurance benefits and 50% paid to the employee's estate.

11. The use of sick leave for time off other than for a legitimate purpose including but not limited to travel to secure medical, optical or dental appointments shall be just cause for discipline.

Section B. Bereavement Leave:

1. In the case of a death in an employee's immediate family, namely: Husband, wife, son, son-in-law, daughter, daughter-in-law, father, mother, brother, sister, father-in-law and mother-in-law, absence without loss of pay for up to five (5) working days shall be granted, two (2) of which shall be paid by the employer and the remaining days to be charged against the sick leave of the employee. The employee must have an up-to-date list of the above relatives on file in the general office. Bus drivers, cafeteria employees and management aides will receive two (2) bereavement leave days annually, without loss of pay, for a death in the immediate family.

2. Up to two (2) working days may be taken in the case of a brother-in-law, sister-in-law, grandparents or grandchild. These days to be charged against the employee's sick leave.

3. Due to the difference in the time span, as in the case of cremation and a memorial service, bereavement leave need not be taken in consecutive days.

Section C. Parental Leave:

1. The Employer shall grant an unpaid parental leave to any employee requesting such leave for the purpose of birth or adoption.

2. If the reason for the parental leave is occasioned by pregnancy, the employee shall have the option to utilize earned sick leave and/or income protection insurance, as permitted by the insurance carrier, for disabilities related to pregnancy or childbirth and the recovery therefrom.

3. The employee shall have the choice of when the parental leave starts, provided however, that such leave must be taken within twelve (12) months after the birth or adoption. In the event the child remains in the hospital longer than the mother, such leave may start no later than six (6) weeks after the child leaves the hospital.

4. The effective beginning date of such leave and its duration shall be submitted, in writing, to the Superintendent thirty (30) days prior to the commencement of the intended leave or with such reasonable advance notice as is available to the employee.

5. In making a determination concerning the commencement and duration of parental leave, the Employer shall not be required to:

- 1) Grant any leave more than twelve (12) months in duration, except as provided under Article IX, Section A, Sick Leave.
- 2) Permit the employee to return to employment prior to the return date designated in the request for parental leave.

6. When a parental leave is granted by the Employer pursuant to this policy, the employee shall be notified of the Employer's action in writing.

7. An employee returning from parental leave, within the provisions of this Section, shall retain all accrued pre-leave benefits, all previous seniority credit for pay purposes, and any unused leave time accumulated at the commencement of the leave. Further, such employee shall be re-employed in the same position the employee held prior to such leave. In the event said position is no longer available due to a reduction in hours or the elimination of the position, the employee shall be re-employed in a position of comparable status and pay, subject to the seniority system and layoff/recall provisions of this Agreement.

8. An employee on parental leave shall be eligible to participate in the School District's group health and hospitalization plan as permitted under the insurance carrier provisions. The employee is required to pay the entire premium for such program as the employee wishes to retain, commencing with the beginning of the parental leave, provided however, employees receiving sick leave pay or vacation leave pay shall be given the same consideration for Employer paid benefits as are all other employees in cases of personal illness. If the leave is covered by FMLA, the Employer will continue to pay their portion of the health insurance premium during that coverage time period. The right to continued participation in such group insurance program will terminate, subject to COBRA statute, if the employee does not return to the District pursuant to this Section.

9. Failure of the employee to return pursuant to the date determined under this Section shall constitute grounds for termination, unless the Employer and employee agree to an extension of the leave.

10. Any violation either of Federal Family and Medical Leave Act or of any state laws relating to family and medical leave shall be subject to the grievance and arbitration provisions of this Agreement.

11. A leave of ten (10) days, to be deducted from sick leave, shall be allowed for paternity or maternity leave related to childbirth and/or adoption.

Section C (1). Sick Child Care Leave:

An employee may use personal sick leave benefits for absence due to an illness of the employee's child for such reasonable period as the employee's attendance with the child may be necessary, on the same terms that the employee is able to use sick leave benefits for the employee's own illness. An employee returning from a sick leave absence to care for a sick child shall be returned to his/her former position. In the event said position is no longer available due to a

reduction in hours or the elimination of the position, the employee shall be re-employed in a position of comparable status and pay, subject to the seniority system and layoff/recall provisions of this Agreement.

Section C (2). School Conference and Activities Leave:

The Employer shall grant an employee unpaid leave of up to a total of sixteen (16) hours during any school year to attend school conferences or classroom activities related to the employee's child, provided the conference or classroom activities cannot be scheduled during non-work hours. The employee must provide reasonable prior notice of the leave and make a reasonable effort to schedule the leave so as not to disrupt unduly the operation of the Employer.

An employee may elect to substitute accrued paid vacation leave or other appropriate paid leave for this purpose.

Section D. Workmen's Compensation:

1. Upon the request of an employee who is absent from work as a result of a compensable injury in the service of the School District, under the provisions of the Worker's Compensation Act, the School District will pay the difference between the compensation received pursuant to the Worker's Compensation Act by the employee and the employee's regular rate of pay to the extent of the employee's earned accrual of sick leave and/or vacation pay.

2. A deduction shall be made from the employee's accumulated vacation or sick leave accrual time according to the pro rata portions of days of sick leave or vacation time which is used to supplement Worker's Compensation.

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

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

5. An employee who is absent from work as a result of an injury compensable under the Worker's Compensation Act who elects to receive sick leave or vacation pay pursuant to this policy shall submit his Worker's Compensation check, endorsed to the School District, prior to receiving payment from the School District for his absence.

Section E. Personal Leave Days:

All full-time employees shall be entitled to three (3) personal leave days each year without loss of pay. Part-time employees shall be entitled to said personal leave days on a pro rata basis.

Subd. 1. Prior approval from the Employer is required before taking a personal leave day.

Subd. 2. Personal leave days shall be used in increments of not less than one-half (1/2) of their scheduled shift hours.

Subd. 3. Personal leave shall not be deducted from annual sick leave.

Subd 4. Personal leave shall not be granted for the day preceding or the day following holiday or vacations,

unless approved by the Superintendent.

Subd. 5. Employees may carry over one (1) personal day per year.

Subd. 6. At least two (2) days advance notice of intent to utilize personal leave must be given under normal circumstances.

ARTICLE X GROUP INSURANCE

Section A. Health and Hospitalization Insurance:

1. Selection: The selection of the insurance carrier shall be made by the School Board. The type of coverage shall be determined through negotiations.

2. Coverage: The School District shall contribute the cost of the premium not to exceed \$10,000.00 for single coverage or the cost of the premium not to exceed \$20,000.00 annually for family coverage for full-time employees employed by the School District who qualify for and are enrolled in the School District's group health and hospitalization plan and who qualify for family coverage. Any additional cost shall be borne by the employee and paid by payroll deduction.

The District shall also contribute \$2000.00 as the basis amount for 2017-2018 and 2018-2019 to the VEBA health savings account for each full-time employee enrolled in the School District's health insurance plan. Any amount above the base amount of \$2,000.00 will be re-negotiated each contract period. One hundred percent (100%) of the District's contribution into each employee's VEBA health savings account shall be made by September 1 of each year.

Part-time employees will be covered by this VEBA plan in the manner that is outlined in Article X, Section A, Subdivision #3 of this Agreement.

3. An employee who works twenty (20) hours or more per week shall be eligible for prorata health benefits based on the following schedule:

20 hours 50% of district contribution (as per 2. above)
26-30 hours 75% of district contribution (as per 2. above)
31-35 hours 90% of district contribution (as per 2. above)
36-40 hours 100% of district contribution (as per 2. above)

4. Any employee hired after July 1, 1983, working less than forty-six (46) weeks per year shall be responsible for payment of full coverage cost during non-working weeks.

5. The Employer agrees to permit those employees who are not eligible for Employer paid medical insurance to purchase same at the employee's expense and payment of full cost for same, provided such is allowed by the carrier.

Payment must be made to the School District, each month, prior to the date that the Employer submits payment to the insurance carrier for all District employees.

Section B. Life Insurance:

The School Board shall pay in full the premium of a face value \$45,000.00 life insurance policy for all current employees who work at least nine (9) months, eight (8) hours per day, forty (40) hours per week, until age 65.

Effective July 1, 2008, the District shall pay in full the premium of a face value of \$20,000.00 life insurance policy for all current part-time employees who work at least nine (9) months per year and at least four (4) hours per day.

The Employer shall continue to pay, in full, the premium on a face value \$10,000 life insurance policy for those employees covered by the District's policy prior to retirement for those who retire in good standing until the retiree reaches the age of 65.

Section C. Income Protection Insurance:

The selection of the insurance carrier shall be made by the School District. The School District shall contribute full coverage for a policy that will provide long term compensation after 90 days of absence due to illness or injury. Employees shall pay for the full cost of such coverage annually. The District shall pay the cost of the insurance benefit to the employee minus any taxes due in the following pay period.

1. All full-time employees and part-time employees working a minimum of five (5) hours per day during the school year or four (4) hours per day 12 months of the year shall be eligible for Income Protection Insurance.

Section D. Claims Against the School District:

It is understood that the School Board'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 Board as a result of a denial of insurance benefits by an insurance carrier.

Section E. Duration of Insurance Contribution:

An employee is eligible for School Board contributions as provided in this Article as long as the employee is employed by the School Board. Upon termination of employment, all Board participation and contribution shall cease, effective on the last working day.

ARTICLE X-A
SEVERANCE

Section A. Employees who have ten (10) years or more of service in the School District and who qualify for retirement benefits shall be entitled to severance (accrued sick days) when retiring in good standing. All employees who retire shall continue to be insured under the then existing hospitalization and life insurance programs covering employees of the School District. Severance is limited to 135 unused sick days. A maximum of eighty-eight (88) days shall be retained to

pay for the monthly cost of hospitalization insurance for the period of time until such benefits are exhausted, at which time the School Board shall pay 50% of the monthly cost. The remaining 47 days of unused sick leave shall be paid directly to the employee. Those who have not accumulated the full 135 days shall receive a cash payment based on the number of days accumulated less 88 days.

1. Any employee retiring with less than twenty (20) years of service in which he was eligible for severance benefits shall have his severance calculated as follows: (hours worked per day x current hourly wage x sick days (maximum of 135)).

2. Any employee retiring with 20 service years or more in which he was eligible for severance benefits shall have his severance calculated as follows: (hours worked per day x current hourly wage x sick days + 15% of accumulated bonus sick days - to a maximum of 135 days).

3. Employees who do not participate in the hospital-medical insurance program at the time of retirement, shall receive a like amount in cash equal to their sick leave accrual remaining at the time.

4. Those employees who terminate their coverage in such a plan before their 88 days are exhausted shall receive a like amount in cash equal to their sick leave accrual remaining at the time.

5. The retiree health insurance benefits contained in this Agreement will apply only to those employees enrolled in the District's health insurance plan prior to the date of the ratification of the July 1, 2005 to June 30,2007 agreement by AFSCME Local 295.

ARTICLE XI SENIORITY

Section A. Seniority standing shall be granted to all employees. The standing is to be determined on the basis of actual length of continuous service for the School District. Upon the completion of six (6) months probationary period of employment, all new employees shall be placed on the seniority list as of the first day of employment. During such period of employment, employees may be discharged by the Board without cause and without the same causing a breach of this Agreement or constituting a grievance hereunder. Unless otherwise specifically stated, whenever the term "employee" is used in this Agreement, the term shall only refer to an employee covered by this Agreement and to no other employee of the Employer.

Separate seniority lists shall be kept for:

- (1) Full-time employees
- (2) Part-time employees or those that work less than 12 months per year

When an employee transfers between seniority lists, seniority shall be frozen on the previous seniority list, provided, however, such employee shall carry over all accumulated sick leave, vacation and other benefit credits.

Section B. An employee shall lose his/her seniority standing upon voluntary resignation, voluntarily taking a position which is not covered under the Collective Bargaining Agreement's Recognition Clause and/or Description of Appropriate Unit, or

upon discharge for cause. An employee's seniority shall not be terminated because of authorized leave of absence, temporary layoff, or absence due to illness unless it continues for a period of more than two (2) years.

Section C. In the case of a reduction of force or the elimination of a position, a senior employee may exert his/her seniority preference over a junior employee within the same seniority listing or by utilizing frozen seniority, in any classification, provided he/she has the necessary qualifications to perform the duties of the job involved. Employees shall be rehired according to seniority in the inverse order of layoffs, subject to the provisions of Section E herein.

Section D. Temporary vacancies may be filled by senior qualified employees. In the event a vacancy has a higher rate of pay, a qualified employee filling such a vacancy shall receive such higher rate of pay when such an appointment is made by the department head. Temporary vacancies known to be in excess of thirty (30) days shall be posted on employees' bulletin boards. When a temporary vacancy is terminated, the employee shall revert back to his/her original position.

Section E. Notice of all vacancies and newly-created positions shall be posted on employee bulletin boards and the employer shall make best efforts to notify the President of the Local. The employees shall be given ten (10) working days time in which to make application to fill the vacancy or new position. All applicants shall be considered for the position, provided, however, preference shall first be given to the employee who has the greatest seniority within the seniority group listing wherein the vacancy or newly-created position occurs. The senior employee making application may be transferred to fill the vacancy or new position, provided he/she has the necessary qualifications to perform the duties of the job involved, and the Board shall make the determination within a reasonable time. In the event the Union does not concur in the determination, the applicant shall have the right of appeal through the normal grievance procedure. Newly-created positions or vacancies are to be posted in the following manner: the type of work, the place of work, the rate of pay, the hours to be worked, and the classification. Postings will include a starting time and date and a closing time and end date. The employer shall provide postings to the office in every building or to the department director for posting on employee bulletin boards or in employee workrooms in each building.

Section F. An employee moving to a new position shall be given a thirty (30) day trial period in which to determine their qualifications, during which trial period (the employee may wish to revert to his last-held position) the Employer may make a determination that the employee does not have the proper qualifications and may move the employee back to his last-held position.

Section G. Seniority list shall be brought up-to-date on October 1st of each fiscal year and posted by November 1st on employees bulletin boards. A copy of the seniority list shall be sent by mail to the Secretary and President of the Union.

Section H. Employees of the bargaining unit shall be used wherever possible in transfers and shall have preference over outside applicants, provided the employee has the necessary qualifications to perform the duties of the job involved.

ARTICLE XII DISCIPLINE

Discipline shall be administered for employees who have completed their probationary period only for just cause. It is mutually understood and agreed that the concept of progressive discipline shall be recognized in implementing and administering disciplinary procedures. It is further understood that serious violations of State or Federal Law; work place

policies or work place rules may dictate discipline outside the normal progression. Discipline shall coincide with corrective action opportunities when applicable.

Employees must be offered their right to union representation for all disciplinary meetings. The Employee and Union President will receive a copy of any disciplinary action placed in an Employee's personnel file.

"Just cause" may include but is not limited to the following examples:

1. Insubordination - refusal to perform work assigned or disobedience of orders of a supervisor
2. Possession, use of, or being under the influence of any alcoholic beverage or any type of dependency drugs during work hours; or on facility grounds.
3. Absenteeism without leave or without satisfactory explanation; chronic tardiness
4. Failure to abide by safety rules or regulations
5. Direct violation of State / Federal law
6. Theft of District property
7. Gross incompetence and workmanship in performance of duties provided the employee has been given proper notice and counseling relative to such inadequate performance of duties, and provided that no alternate or suitable employment is available to such employee at the facility.

First Offense: Documented verbal warning - A record of the verbal warning will be entered into the employees personnel file.

Second Offense: Documented written warning - A written warning will include a "coaching" session with the employee and the Supervisor involved in issuing the discipline. The Supervisor will review and explain the workplace rules or job performance standards that have been violated or abused as part of the disciplinary process. A copy of the discipline will be placed in the employee's personnel file.

Third Offense: Unpaid Suspension -The unpaid suspension can be scheduled as soon as the next scheduled shift.

Fourth and Final Offense: Termination - Any action to terminate shall first include a written notice to the employee and the union allowing (5) day working days for a pre-termination hearing. This hearing shall provide an arena for the Employer to clearly identify the just cause for termination and will allow the employee an ability to provide information or facts that may be important to the employer in making their decision. A copy of this notice shall be sent to the Union as well.

Verbal and written discipline will be removed from an employee's personnel file within two (2) years if there are no further incidents. Suspension discipline will be removed from an employee's personnel file within three (3) years if there are no further incidents, unless the offense is egregious and involves student or coworkers, then it shall remain indefinitely.

All disciplinary action for employees who have completed their probationary period is subject to the grievance process in accord with this agreement

ARTICLE XIII
RATES OF PAY

Section A.

1. Rates of Pay: The wages and salaries reflected in Appendix A and B hereto shall be a part of this Agreement.

Union employees who transfer job classifications shall be placed at the 0-6 month lane for their 30 day trial period. If they continue in this position, a lane change shall be made to the lane he/she previously held or the 2 year lane, whichever is the lower of the two.

Bus drivers shall be paid their regular hourly rate for all driving hours. In instances of extended trips or extra-curricular trips, bus drivers shall be paid \$30 for overnight hours. Non-driving hours attached to extracurricular trips or extended trips shall be compensated at the regular hourly rate of pay.

2. The wages and salaries of the Union employees shall be paid on alternate Fridays.

3. Longevity pay shall be paid to all full-time and part-time employees once a year after they have reached their tenth (10th) anniversary. This payment shall be made each November and, effective July 1st, 2008, this payment shall be based on the individual employee's base rate of pay and the employee's years of service according to the following schedule:

For 2017-2018 (year one) remains as follows:

10-14 years -1%
15-19 years -2%
20-24 years -3%
25 or more years - 4%

Effective July 1, 2018, as follows:

10-14 years 2%
15-19 years 3%
20-24 years 4%
25 or more years - 5%

4. Define Relief Engineer: The maintenance employee required to have a 1st class engineer's boilers license in order to perform assigned job duties shall be compensated at a first class rate of pay, effective 7/1/94. (Parties intent is to compensate the employee at 1st class pay rate twelve (12) months per year).

ARTICLE XIV
GENERAL PROVISIONS

Section A. The School District shall maintain a bulletin board of reasonable size to be placed in each one of the District's buildings, which bulletin boards shall be for the use of the Union to post any notice or document relating to Union affairs.

Section B. Effective upon final execution of this Agreement, the Employer shall provide the Union president with a listing of all bargaining unit positions and casual employee positions. Such shall include the name of the incumbent employee and the number of hours worked per day and per week by said employee.

The Employer further agrees to provide the Union president a copy of all bargaining unit job postings, at the time such are initially posted. At the conclusion of the hiring process, the Employer shall provide the Union president with the name of the employee hired to fill such posted positions, inclusive of the employee's first date of employment.

Section C. Civic Obligation Leave:

Jury Duty: An employee who is called to serve jury duty for a municipal, county, state or federal court shall be provided leave with pay for each day of required jury duty service. The employee shall notify the District of pending absence as soon as possible following notice of jury duty, but in no event later than one week prior to commencing jury duty service. The employee shall reimburse to the District any per diem paid to a juror by the court for jury duty service, except that the employee shall retain any mileage and meal allowance paid by the court.

Witness Obligation: Any employee summoned, subpoenaed or otherwise requested to provide testimony or information to any agency, commission, board, legislative committee, arbitrator or court during the regular work day shall be provided leave with pay for each day or part thereof on which the employee is required to be absent. The employee shall notify the District of the date(s) of pending absence as soon as possible after receipt of the summons, subpoena or request to provide testimony or information. The employee shall reimburse to the District any remuneration that may be received by the employee up to the amount of per diem salary for each day of leave for providing any requested testimony or information, except that the employee may retain any mileage or meal expense reimbursement or any remuneration in excess of the employee's per diem salary.

Section D. All school sponsored events, within 150 miles (one way), for which a Class I unit is used (regular bus fleet) shall be first offered to AFSCME union drivers on a seniority basis. The parties anticipate that for school sponsored events, under 150 miles (one way), a charter bus service may be utilized by written mutual agreement by the District and AFSCME. School sponsored events are events in which the District would have normally utilized a Class I unit and those events on the annual school calendar including playoff games or budgeted class field trips in which transportation costs are paid for by the District.

The District shall notify the Union President in writing that it intends to use a charter bus service at least 48 hours prior to the event. In the event that notice is less than 48 hours, the District will compensate the scheduled bus driver for anticipated lost wages.

ARTICLE XV
GRIEVANCE PROCEDURE

Section A. The Board and the Union shall attempt to adjust all grievances which may arise in the following manner:

1. First, the grievance shall be reduced to writing, and an effort shall be made to adjust the grievance between the employee, the Union steward or the Grievance Committee, and the employee's immediate supervisor within five (5) days of the alleged grievance. The supervisor shall submit a written disposition of the grievance to the Local Union President not later than five (5) days after the grievance is filed with him.

2. In the event no settlement is reached in Step 1, the Union Steward and/or the Grievance Committee shall meet with the Superintendent and make an effort to settle the grievance. The Superintendent shall submit a written disposition of the grievance to the Local Union President not later than five (5) business days after the grievance is filed with the Superintendent.

3. If no settlement is reached in Step 2, the District's Grievance Committee and the Grievance Committee shall meet at a mutually agreeable time to discuss the matter and attempt to settle it. The Board shall submit a written disposition of the grievance to the Local Union President not later than five (5) business days after such meeting is held. Failure to submit said written disposition shall be construed as a denial of the grievance.

4. If no settlement is reached in Step 3, the Board and the Grievance Committee shall meet at a mutually agreeable regular scheduled meeting of the Board to discuss the matter and attempt to settle it. The Board shall submit a written disposition of the grievance to the Local Union President not later than five business days after such meeting is held. Failure to submit said written disposition shall be construed as a denial of the grievance.

5. If no settlement is reached in Step 4, either party may request the services of the Bureau of Mediation Services and hold a grievance mediation session to attempt to reach a settlement. Request for this Step 5 shall be made in writing within ten (10) calendar days of the Step 4 meeting.

6. If no settlement is reached in Step 5, the grievance may be submitted to arbitration as provided for in the 1973 P.E.L.R.A., Law 179.70.

Section B. Waiver of Time Limits:

Time limits as mentioned in Steps 1 through 6 may be waived by mutual agreement between the Union and the School Board or its designee.

ARTICLE XVI PUBLIC OBLIGATION

The parties mutually recognize that their first obligation is to the public, and that the rights 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 life of this contract, neither the exclusive representative nor any individual employee shall engage in any strike as defined by the P.E.L.R.A.

The parties agree that procedure affecting this Article is provided for by P.E.L.R.A., and therefore shall not be subject to the grievance or arbitration procedures.

ARTICLE XVII DURATION

Section A. Term and Reopening Negotiations: This Agreement shall remain in full force and effect for a period commencing on July 1, 2017, through June 30, 2019, and thereafter until modifications are made pursuant to the P.E.L.R.A. If either party desires to modify or amend this Agreement commencing at its expiration, it shall give written notice of such intent no later than 90 days prior to said expiration April 1st. If such notice is not served, the School District

shall not be required to negotiate any terms of employment for the following school year. Unless otherwise mutually agreed, the parties shall not commence negotiations more than 60 days prior to the expiration of this Agreement.

Section B. Effect: This Agreement constitutes the full and complete agreement between the School Board and the 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.

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

Section D. Severability: The provisions of this Agreement shall be severable, and if any provisions 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:

For:

LOCAL 295, AMERICAN FEDERATION OF STATE,
COUNTY & MUNICIPAL EMPLOYEES ELY, MINNESOTA

For:

INDEPENDENT SCHOOL DISTRICT NO 696 ELY,
MINNESOTA



PRESIDENT



CHAIRMAN



SECRETARY



CLERK



UNION REPRESENTATIVE NEGOTIATOR



CHIEF BOARD NEGOTIATOR

Dated this 4 day of December 2017

Dated this 13th day of November 2017

APPENDIX A:

SALARY SCHEDULE: JULY 1, 2017 - JUNE 30, 2018 (2% increase)

	PROBATION 0-6 MONTH	6-12 MOS	1 YEAR	2 YEARS	3 YEARS & OVER
HEALTH CO-ORD	\$27.02	\$27.46	\$27.72	\$28.25	\$28.72
BOOKKEEPER	\$19.58	\$19.88	\$20.09	\$20.37	\$20.66
ASSIS. FINANC. PAYROLL AND BEN. COORDINATOR	\$21.82	\$22.12	\$22.32	\$22.59	\$22.88
HEAD COOK	\$19.26	\$19.64	\$19.83	\$20.16	\$20.47
HEAD COOK/FOOD SERVICE COORDINATOR/FOOD SERVICE DIRECTOR	\$20.51	\$20.89	\$21.08	\$21.41	\$22.23
ASST. COOK	\$17.96	\$18.33	\$18.49	\$18.82	\$19.09
ASST. COOK/AIDE	\$15.53	\$15.95	\$16.38	\$16.85	\$17.28
SECRETARY	\$18.32	\$18.70	\$18.86	\$19.20	\$19.47
CUSTODIAN	\$18.32	\$18.70	\$18.86	\$19.20	\$19.47
BUS DRIVER	\$18.00	\$18.35	\$18.57	\$18.82	\$19.19
COMPUTER AIDE	\$17.22	\$17.70	\$17.75	\$18.01	\$18.32
COMPUTER TECHNICIAN	\$20.71	\$21.05	\$21.42	\$21.77	\$22.26
CLERK	\$16.21	\$16.52	\$16.78	\$17.01	\$17.32
MANAGEMENT AIDE	\$14.46	\$14.75	\$14.86	\$15.08	\$15.32
PARA-PROFESSIONAL	\$15.46	\$15.77	\$15.90	\$16.10	\$16.35
CAFETERIA	\$14.22	\$14.46	\$14.65	\$14.85	\$15.08
LAUNDRESS	\$14.22	\$14.46	\$14.65	\$14.85	\$15.08
CERTIFIED INTERPRETER	\$17.65	\$18.06	\$18.47	\$18.86	\$19.28
CHIEF ENGINEER	\$23.57	\$23.94	\$24.35	\$24.76	\$25.14
MAINTENANCE ENGINEER/ 1ST CLASS C	\$24.44	\$24.82	\$25.17	\$25.53	\$25.93
MAINTENANCE ENGINEER/ 2ND CLASS C	\$20.57	\$20.91	\$21.24	\$21.59	\$21.94
SPECIAL MAINT	\$20.06	\$20.38	\$20.73	\$21.05	\$21.40

Custodian/Maintenance shall be compensated at four (4) hours custodian rate of pay and four (4) hours maintenance rate of pay. Overtime shall be compensated at one and one-half (1-1/2) times the maintenance rate of pay.

All regular maintenance work will remain in the bargaining unit and be done by bargaining unit members.

Effective 7/1/14, an Employee responsible for MARSS reporting will receive a \$1500.00 per year stipend.

Effective 7/1/14, there will be an additional 3% increase added to the para-professional job category and Health Coordinator in exchange for a reduction of holidays (the hourly rate has been increased to reflect the additional 3%).

APPENDIX B:

SALARY SCHEDULE: JULY 1, 2018 - JUNE 30, 2019 (4% increase)

	PROBATION 0-6 MONTH	6-12 MOS	1 YEAR	2 YEARS	3 YEARS & OVER
HEALTH CO-ORD	\$28.10	\$28.56	\$28.83	\$29.38	\$29.87
BOOKKEEPER	\$20.36	\$20.68	\$20.89	\$21.18	\$21.49
ASSIS. FINANC. PAYROLL AND BEN. COORDINATOR	\$22.69	\$23.00	\$23.21	\$23.49	\$23.80
HEAD COOK	\$20.03	\$20.43	\$20.62	\$20.97	\$21.29
HEAD COOK/FOOD SERVICE COORDINATOR/FOOD SERVICE DIRECTOR	\$21.33	\$21.73	\$21.92	\$22.27	\$23.12
ASST. COOK	\$18.68	\$19.06	\$19.23	\$19.57	\$19.85
ASST. COOK/AIDE	\$16.15	\$16.59	\$17.04	\$17.52	\$17.97
SECRETARY	\$19.05	\$19.45	\$19.61	\$19.97	\$20.25
CUSTODIAN	\$19.05	\$19.45	\$19.61	\$19.97	\$20.25
BUS DRIVER	\$18.72	\$19.08	\$19.31	\$19.57	\$19.96
COMPUTER AIDE	\$17.91	\$18.41	\$18.46	\$18.73	\$19.05
COMPUTER TECHNICIAN	\$21.54	\$21.89	\$22.28	\$22.64	\$23.15
CLERK	\$16.86	\$17.18	\$17.45	\$17.69	\$18.01
MANAGEMENT AIDE	\$15.04	\$15.34	\$15.45	\$15.68	\$15.93
PARA-PROFESSIONAL	\$16.08	\$16.40	\$16.54	\$16.74	\$17.00
CAFETERIA	\$14.79	\$15.04	\$15.24	\$15.44	\$15.68
LAUNDRESS	\$14.79	\$15.04	\$15.24	\$15.44	\$15.68
CERTIFIED INTERPRETER	\$18.36	\$18.78	\$19.21	\$19.61	\$20.05
CHIEF ENGINEER	\$24.51	\$24.90	\$25.32	\$25.75	\$26.15
MAINTENANCE ENGINEER/ 1ST CLASS C	\$25.42	\$25.81	\$26.18	\$26.55	\$26.97
MAINTENANCE ENGINEER/ 2ND CLASS C	\$21.39	\$21.75	\$22.09	\$22.45	\$22.82
SPECIAL MAINT	\$20.86	\$21.20	\$21.56	\$21.89	\$22.26

Custodian/Maintenance shall be compensated at four (4) hours custodian rate of pay and four (4) hours maintenance rate of pay. Overtime shall be compensated at one and one-half (1-1/2) times the maintenance rate of pay.

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