AGREEMENT

BETWEEN

INDEPENDENT SCHOOL DISTRICT NO. 181
BRAINERD, MINNESOTA

AND

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO LOCAL UNION #3215

EDUCATIONAL INTERPRETERS

JULY 1, 2018 - JUNE 30, 2021

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ARTICLE I
PURPOSE

Section 1. Parties

This Agreement is entered into between School District No. 181, Brainerd, Minnesota, hereinafter referred to as the School District and the American Federation of State, County and Municipal Employees, 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 Educational Interpreters during the duration of this Agreement.

Section 2. Non Discrimination

The Employer and the Union agree that Independent School District 181, Brainerd Public Schools, shall not discriminate based on race, color, national origin, sex or disability.

ARTICLE II
RECOGNITION OF EXCLUSIVE REPRESENTATIVE

Section 1. Recognition

In accordance with the P.E.L.R.A., the School District recognizes Council #65, American Federation of State, County, and Municipal Employees, as the exclusive representative for 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 the Agreement.

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 Director of Mediation Services, if any.

ARTICLE III
DEFINITIONS

Section 1. Terms and Conditions of Employment

Shall mean the hours of employment, the compensation therefore including fringe benefits except retirement contributions or benefits, and the Employer's personnel policies affecting the working conditions of the employees.

Section 2. Description of Appropriate Unit

All Educational Interpreters of Independent School District No. 181, Brainerd, Minnesota, who are public employees within the meaning of Minnesota statutes 179A.03, Subd. 14, excluding supervisory, confidential and all other employees.

Section 3. School District

For the purposes of administering this Agreement, the term "School District" shall mean the School Board or its designated representative.

Section 4. Other Terms

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

ARTICLE IV
SCHOOL BOARD RIGHTS

Section 1. Inherent Managerial Rights

The exclusive representative recognizes that the School Board is not required to meet and negotiate on matter 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. Reservation of Managerial Rights

The foregoing enumeration of rights and duties shall not be deemed to exclude other inherent management rights and 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. Request for Dues Check Off

The employer shall deduct from the wages of employees who authorize such a deduction in writing an amount necessary to cover monthly union contributions, and Employee approved Union PEOPLE deductions. Such monies shall be remitted as directed by the Union. Dues check off will commence within 30 days of employment.

The employer shall deduct from the pay of those employees who are not union members a *fair share fee* according to MN Statute 179A, Subd. 3 and shall remit such monies to the duly designated officer of the union. The Union will inform the Employer on or before January 1st of each year regarding changes to deduction information.

The Employer shall remit to the address designated by the Union the aggregate deductions of all employees together with an itemized statement showing the name of each employee from whose pay deductions have been made and the amount deducted during the period covered by the remittance. Such remittance shall be made on a monthly basis or on such other periodic basis as may be agreed upon.

The union agrees to indemnify and hold the employer harmless against any and all claims, suits, orders or judgments brought or issued against the employer as a result of any action taken or not taken under this article.

Section 2. Fair Share Fees

In accordance with M.S. 179A.06, Subd. 3, any employee included in the appropriate unit who is not a member of the Union may be required by the exclusive representative to contribute a fair share fee for services rendered by the exclusive representative.

Section 4. Union Leave

AFSCME Council 65 Local 3215 members, designated by AFSCME, shall be entitled to a total of 2 days paid time away from work. The reason for and schedule of the avsence shall be pre-approved by mutual agreement by School District Administration and AFSCME Council 65.

Section 5. Notice of Assignment

The School District shall issue notice of assignment each year to all staff covered by this agreement. All first year employees covered by this agreement will be issued a contract and notice of assignment. Whenever feasible, members shall be notified of their initial assignment by August 1 of each year for the upcoming school year.

ARTICLE VI
RATES OF PAY

Section 1.

Wage rates are set forth in Appendix A. Employees shall be paid on a semi-monthly basis. Employees may elect to receive pay over a twelve (12) month period.

Section 2.

The District recognizes the value of staff in-service, and when appropriate, reimburses employees for expenses incurred while attending such sessions.

Section 3. Community Education Classes

Interpreting services needed for Community Education classes shall be offered to current District Educational Interpreters first, and shall be reimbursed at their regular rate of pay, plus overtime if applicable.

Section 4. Short Notice Minimum Service

Interpreting services needed on short notice and for a short time will be paid a minimum of one hour.

Section 5. Long-Term Substitution

Substitute interpreters subbing for five (5) consecutive days for the same absent interpreter will be paid at the Step 1 rate of pay within this Agreement starting with day six (6).

Section 6. Extra Curricular Activities

Extra Curricular Activities (sports, parent meetings, clubs, in-services, etc.): If a client does not show up for the intended service the interpreter will receive pay at time and one half (1 ½) of their base rate for the time intended for the activity up to a maximum of 2 hours.

Section 7. National Convention/CEU Training

The District will pay registration, travel and lodging for Interpreters to attend the National Convention once every two years up to a maximum of $1,500.00.

Section 8. Interpreting For Staff – Other Than Educational Purposes

When Interpreters are directed to interpret for other staff, non-students, or for purposes other than education they shall be compensated one and one-half (1 ½) times their regular rate of pay for a minimum of one hour. Guidelines for these purposes include: job interviews, vocational rehabilitation transition, non-School District agencies, funerals, and police interviews.

ARTICLE VII
GROUP INSURANCE

Section 1. Selection of Carrier

The selection of the insurance carrier and policy shall be made by the School District as provided by law.

Section 2. Health and Hospitalization Insurance

Effective July 1, 2018, the union will no longer be tied to the Teacher contract for purposes of health insurance. Full-time employees and part-time employees working .50 - 1.0 are eligible for a health insurance contribution from the district. Part-time employees working less than a .50 or 20 hour per week contract are not eligible. Eligible employees will be able to choose from Plan B, C, or G and will have a monthly district contribution outlined by the chart below. The premiums change on September 1st of each year.

	2018-19 Monthly District Contribution Effective 9/1/2018	2019-20 Monthly District Contribution Effective 9/1/2019	2020-21 Monthly District Contribution Effective 9/1/2020
Plan B Single	$722	$776	$833
Plan B Family	$1,562	$1,676	$1,798
Plan C Single	$732	$785	$842
Plan C Family	$1,542	$1,655	$1,776
Plan G Single	$565	$598	$633
Plan G Family	$1,300	$1,375	$1,455

A high deductible health plan (Plan G) will become available on January 1, 2019. Those employees who choose the high deductible health plan (HDHP) will also receive a match deposited into their health savings account (HSA) from the employer according to the following formula:

Employees electing HDHP single: $1 for $1 match up to $1,500 annually (January 1 – December 31)
Employees electing HDHP family: $1 for $1 match up to $3,000 annually (January 1 – December 31)

New employees approved by the School Board into the Interpreter bargaining unit after January 1, 2019 will receive a district contribution towards the high deductible health plan in an amount not to exceed $650 per month to a health insurance premium. New employees hired after January 1, 2019 are eligible to contribute to a Health Savings Account with no employer match.

Plans B and C will remain options for Interpreter unit employees until June 30, 2021. Plans B and C will sunset for Interpreter unit employees on June 30, 2021 and all Interpreter unit employees must convert to Plan G on or before that date.

Section 3. Income Protection

The School Board will participate in a long term disability insurance program by paying 100 percent (100%) of the annual premium. The income of the employee who becomes disabled from sickness or accident will be insured after sixty (60) consecutive calendar days to the extent of seventy percent (70%) of salary. Benefits will be payable as long as the employee remains totally disabled but not beyond the employees 65th birthday. Benefits to disabled employees will be determined and paid as described in the long term disability policy. Benefits will include $500 per month, for up to 17 months, for health insurance.

Section 4. Term Life Insurance

The School Board will contribute 100 percent (100%) of the premium for $50,000 of term life insurance coverage for each full time employee employed by the School District who qualifies for and is enrolled in the School District's group term life insurance plan.

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 herein, and no claim shall be made against the School District as a result of denial of insurance benefit by an insurance carrier.

Section 6. Duration of Insurance Contribution

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

Section 7. Health Insurance for Retirees

For employees hired prior to March 1, 2010. Upon retirement, between the ages of 60 and 64, with at least 15 years of service, the District shall contribute the single premium contribution rate in effect during the year the employee retired, with the balance of the cost for single or family coverage to be paid by the retiree, until the retiree becomes eligible for Medicare or a maximum of 7 years, whichever occurs first. An employee who retires under the Rule of 90 (full PERA retirement as defined by State Statute) and has at least 15 years of service, the District contribution shall continue for a maximum of 12 years from the date of retirement or at the end of the month the retiree becomes eligible for Medicare, whichever occurs first.

Employees hired after March 1, 2010 will not receive a defined health insurance benefit at the time of retirement under current retirement qualifications. Rather, Interpreters hired after March 1, 2010, will receive a defined contribution from the District for a period not to exceed 22 consecutive years, following the schedule below:

Years 0 – 3 @ $0/year
Years 4 – 15 @ $500/year
Years 16 – 25 @ $1,000/year

Beginning in the 4th consecutive year of employment, contributions will be made to eligible, active employees and contributed to the District sponsored Health Reimbursement Arrangement, (HRA) on behalf of the eligible employee in June of each year. The District contributions and any accrued interest earnings will become vested to the eligible employee upon successful completion of their 15th year of service. The vested employee may begin accessing their vested HRA account balance upon attaining age 60 and retiring from the District. If separation of service occurs prior to completing 15 years of service, any District contributions will remain with the district to be used to offset any current and or future District liabilities. At the time of qualified accessibility to vested HRA funds; reimbursements of eligible expenses will be governed by the plan document and in accordance with current IRS rules and regulations.

Section 8. Wellness Program

Employees may be eligible for sick leave buy-back based on their unused sick leave balance and their annual usage. The number of days to be repurchased by the District and paid to the employee will be based on:

1. The employee's lowest balance of available hours of sick pay during the preceding year; September 1st of the previous year through August 31st of the present year, and
2. The employee must use no more than four (4) sick leave days during the same time period.

This pay shall be paid out once per year on the first pay period in December. The number of days repurchased by the District will then be reduced from the employee's sick leave balance. The employee's current straight time rate of pay will be used to calculate the additional pay.

Employees who have maintained an unused sick leave balance as below and have used no more than four (4) sick leave days in the preceding year, September 1st through August 31st:	Shall have the following number of sick leave days repurchased/paid.
360 hours	1 day
720 hours	2 days

Section 9. Dental Insurance
This Bargaining Group shall have access to the non-certified dental insurance offered by the employer at their own cost. There will be no District contribution toward the monthly dental premium. All premiums due for the non-certified dental insurance are the responsibility of the employee and shall be collected through a payroll deduction.

ARTICLE VIII
403(b) MATCH PROGRAM

The total contribution of 403(b) district contribution shall not exceed $34,000. Eligible and participating interpreters must elect to participate in 403(b) annuity matching program pursuant to the annuity plan requirements at the beginning of the plan year. The District matching contribution to interpreters participating in the 403(b) annuity matching program shall be as follows:

Current Year of Service to the District	**Matching Contribution 2015-2017(or Teacher contract, whichever is greater)**
0-3	No Match
4-8	$390
9-12	$630
13-16	$1,110
17+	$1,590

a. The District will make the foregoing matching contribution to only those interpreters choosing to participate in an approved interpreter's 403(b) annuity account offered by the District as outlined above. The District's matching contribution will be dollar-for-dollar as required under Minnesota Statutes Section 356.24 up to the annual maximum match set forth above, subject to the maximum career District contribution as set out above. Interpreters may contribute any dollar amount in excess of the maximum yearly district match, but the annual limit on the amount individual interpreters may contribute to his/her 403(b) annuity account shall be governed by the applicable sections of the Internal Revenue Code and the regulations promulgated thereunder. If an interpreter chooses to not match the district annual contribution, the unmatched portion is forfeited.

b. The interpreter's elected contribution for the plan year (September 1 to the following August 31) shall be divided and withheld equally over the pay periods for the plan year. The district's contribution will be paid on the same basis.

Section 3. Approved Plans:

The District will make matching contributions only to annuity plans offered by vendors mutually agreed to by School District and Education Minnesota Brainerd.

Section 4. Election:

Eligible and participating interpreters must make application for participation in the 403(b) annuity matching program each year by September 1 for that school year. The plan year shall be from September 1 to the following August 31. Once an eligible interpreter elects to participate in the 403(b) annuity matching program, said election is irrevocable for that plan year and will continue each subsequent year unless modified by the interpreter who must notify the District and annuity carrier.

Section 5. Death of an Interpreter Participant:

If an interpreter participant dies before retirement, the interpreter's 403(b) annuity account shall be given to his/her designated beneficiary, if any, otherwise to his/her estate.

Section 6. Leaving the District:

Interpreters who, for whatever reason, leave the service of the School District prior to retirement shall retain ownership of District contributions and personal contributions made on their behalf to the date of separation. The District shall retain no current or future liabilities for said investment programs as a result of the severing of service.

Section 7. Applicable Laws:

The 403(b) annuity matching program of Independent School District No. 181 and/or the District is subject to the Laws of the State of Minnesota, Minnesota Statutes Section 356.24 and the Internal Revenue Code. 26 U.S.C.@ 403(b). It is understood that the District's only obligation is to make contributions as specified in this Article and that no other claim shall be made against the District pursuant to the Article.

ARTICLE IX
LEAVES OF ABSENCE

Section 1. Sick Leave

Sick leave is earned by full time employees at the rate of one (1) day per month and is accumulative, ten (10) days per year. Sick leave may be used for self, spouse, child and anyone listed under Minn Stat 181.9413.

Section 2. Proof of Illness

The School District may require an employee to furnish a medical certificate from a qualified physician as evidence of illness, indicating such absence was due to illness, in order to qualify for sick leave pay. However, the final determination as to the eligibility of an employee for sick leave is reserved to the School District. In the event that a medical certificate will be required, the employee will be so advised. Sick leave with pay may be granted when illness or accident emergencies in the immediate family necessitates an employee's absence.

Section 3. Medical Leave

Leave of absence shall be granted for medical reasons (pregnancy included) for a period of time not to exceed twelve (12) months. Such leave of absence must be approved by action of the School Board.

Section 4. Funeral Leave

Subject to the approval of the Superintendent or designee, employees shall be granted a five day (5) leave with pay for making arrangements or attending the funeral of a spouse, parent, child, sibling or grandparent of the employee or employee's spouse and a three (3) day leave with pay for other relatives or persons in the household, with no deduction from sick leave. Subject to the approval of the Superintendent or designee, up to three (3) days may be granted for the death and funeral of friends provided that the days are deducted from the employee's personal sick leave.

Section 5. Worker's Compensation

Pursuant to Minnesota state law, an employee injured on the job in the service of the School District and collecting Worker's Compensation insurance may draw sick leave and receive full salary from the School District, the employees salary to be reduced by an amount equal to the insurance payments and only that fraction of the days not covered by insurance will be deducted from his/her accrued sick leave.

Section 6. Insurance Application

An employee on unpaid leave is eligible to continue to participate in group insurance programs if permitted under the insurance policy provisions. The employee shall pay the entire premium for such insurance commencing with the beginning of the leave, and shall pay to the School District the monthly premium in advance.

Section 7. Credit

An employee who returns from unpaid leave shall retain experience credit for pay purposes and other benefits which the employee had accrued at the time the employee went on leave. No credit shall accrue for the period of time that an employee was on unpaid leave.

Section 8. Eligibility

Leave benefits provided in this Article shall apply only to full time employees.

Section 9. Jury Duty

An employee may be excused without loss of pay to appear in court and to serve on jury duty. In the event of jury duty, all sums received by the employee as reimbursement, except mileage, from the County will be turned over to the School District in lieu of having the day deducted from sick leave credit.

Section 10. Educational Leave

Educational leave without pay may be granted to an employee for a period not to exceed two (2) years. Any employee who is granted a leave of absence without pay shall be accorded the "unqualified" right to be reinstated to a similar job upon expiration of the leave consistent with existing seniority language.

Section 11. Personal Leave

Two days per year, accumulative to three (3) days, shall be granted to an employee to deal with situations that cannot be handled during non-work hours.

Section 12. Child Care Leave

Subdivision 1. An Interpreter shall submit a written request for a child birth/child care leave of absence. An Interpreter shall notify the Superintendent in writing at least 30 duty days prior to the leave commencing. The request will state the length of the child birth/child care leave being requested.

Subdivision 2. In making a determination concerning the commencement and duration of a child birth/child care leave of absence, the School Board shall not, in any event, be required to:

- Grant any leave more than twelve (12) months in duration.
- Permit the Interpreter to return to her employment prior to the date designated in the request for child care leave.

Subdivision 3. Upon completion of the child birth/child care leave, the Interpreter shall be reinstated to her original job or to a position of like status or pay. The continuing contract shall remain in effect, and the Interpreter shall retain all seniority, salary and fringe benefits which she had accrued prior to taking child birth/child care leave.

Subdivision 4. Unless the Interpreter shall have previously presented a medical certificate from a qualified physician to the Superintendent stating that she is physically unfit to fully perform all of regularly assigned duties for reasons related to the pregnancy, failure of the Interpreter to timely return from child birth/child care leave pursuant to the date determined may constitute grounds for discipline in the School District.

Subdivision 5. An Interpreter who returned from child leave within the provisions of this section shall retain all previous experience credit and any unused leave time accumulated under the provisions of this Agreement at the commencement of the beginning of the leave. The Interpreter shall not accrue additional experience credit of leave time during the period of absence for child care leave.

Subdivision 6. An Interpreter on child birth/child care leave is eligible to participate in group insurance programs if permitted under the insurance policy provisions. The right to continue participation in such group insurance programs, however, will terminate if the Interpreter does not return to the School District pursuant to this section.

Subdivision 7. The parties further agree that any child care leave of absence granted under this Section shall be a leave without pay. If the Interpreter has paid time accumulated, she will be required to use it.

Subdivision 8. Accumulated sick leave benefits will be padi for any disabilities related to pregnancy or child birth, commencing with the date on which the Interpreter became disabled provided that:

- The School District shall be provided with a physician's certificate stating the date on which such disability commenced; and
- The employee shall not be on a child care or other unpaid leave of absence on the date on which said disability begins, unless related to pregnancy or child birth.

Said sick leave benefits shall automatically cease to be paid 30 working days following the date pregnancy ends, unless said employee shall promptly provide the School District with a physician's certificate stating that said employee is still disabled on such date. In that event, benefits shall cease as of the date the disability ends as certified by a physician. Federal Family Medical Leave Act (FMLA) will run concurrently with any sick leave benefits paid for pregnancy, childbirth or related disabilities and any child care leave.

Section 13. Paternity Leave

Three (3) days of paid paternity leave shall be granted upon the birth of a child. These days will be deducted from sick leave. This leave shall be approved by the building administrator. In addition, leave consistent with Minn Statutes 181.940-944 shall be granted.

Section 14. Emergency Leave

Emergency leave may be granted with the approval of the building principal and Superintendent. The final determination of what constitutes an emergency shall be made by the Superintendent. Said leave may be deducted from sick leave credit.

ARTICLE X
HOURS OF SERVICE

Section 1. Basic Work Week and Year

A regular work week shall consist of forty (40) hours, inclusive of lunch, for full time employees. The school term for Interpreters shall be those days when teachers are on duty.

Section 2. Lunch Period

Employees shall be provided a duty free period for lunch.

Section 3. Rest Breaks

Employees shall receive two fifteen (15) minute breaks per day - one in A.M. and one in P.M. as scheduled. With Supervisor approval, employees may combine their lunch and rest breaks into a one hour duty free period.

Section 4. Overtime

Overtime will be paid at the rate of time and one half for all hours worked in excess of eight hours per day and/or forty hours per week. No overtime will be worked without the prior approval of the building Principal.

Section 5. Time Beyond Basic Work Week and Year

Any hours worked during the school term, as defined in section 1, which are beyond the normal school day (before and after school), or when school is not in session (holidays and weekends), the employee shall be compensated at a rate of 1 ½ times the employees regular rate of pay. This provision does not include time during the summer schedule.

ARTICLE XI
SENIORITY

Section 1.

Seniority shall be defined as an employee's length of continuous service with the Employer since the most recent date of employment.

Section 2.

Employees shall acquire seniority upon completion of the probationary period. Upon acquiring seniority, the seniority date shall revert to the first date of service. The seniority list will be categorized by salary schedule classification, then seniority date, then alphabetical by last name.

Section 3.

A seniority list shall be given to the Union prior to December 1, of each year.

Section 4.

An employee shall lose seniority standing through termination of employment or retirement.

Section 5.

Any vacancy or newly created position will be posted in each department where employees work. Such notice shall be posted for at least five (5) working days, and all interested applicants shall submit their written application within the five (5) day period.

Section 6.

In the event it becomes necessary to layoff employees, layoffs shall be based on salary schedule classification with non-certified being laid off first in inverse order of seniority, provided that all temporary employees have been laid off first. Employees shall be recalled from layoff in seniority order. An employee on layoff shall retain seniority and right to recall for a period of twelve (12) calendar months after the date of layoff. Employees to be laid off shall be given a thirty (30) calendar day notice of such layoff.

Section 7.

In the event a general layoff is contemplated, the Employer agrees to call in the Union President and discuss the problem before any action is taken.

ARTICLE XII
HOLIDAYS

Section 1.

The following days shall be observed and shall be paid holidays for all employees and shall receive the same paid holidays as the teachers.

Memorial Day	Labor Day
Thanksgiving Day	Day after Thanksgiving

Section 2.

Employees working twenty (20) hours or more a week will be eligible for a paid holiday. (Pay for holidays will be based on their normal work hours)

ARTICLE XIII
GENERAL PROVISIONS

Section 1. Mileage

Mileage will be reimbursed to employees for authorized travel at the same mileage rate as the teachers in the School District.

Section 2. Transfers Into the Unit

Employees hired new into the unit who have been previously employed by Independent School District No. 181 will receive one (1) year of credit on the salary schedule for every two (2) years of previous employment by this District, or the District they were employed in, to a maximum of 2 years credit for four years employment.

ARTICLE XIV
DISCIPLINE, DISCHARGE, AND PROBATIONARY PERIOD

Section 1. Probationary Period

An employee under the provisions of this Agreement shall serve a probationary period from starting day until the end of the school year in which they begin service in the School District, during which time the School District shall have the unqualified right to suspend without pay, discharge, or otherwise discipline such employee; and during this probationary period, the employee shall have no recourse to the grievance procedure, insofar as suspension, discharge or other discipline is concerned. However, a probationary employee shall have the right to bring a grievance on any other provisions of the contract alleged to have been violated.

Section 2. Completion of Probationary Period

Employees shall be notified by the end of the school year if they have NOT successfully completed the probationary period. An employee who has completed the probationary period may be disciplined, suspended without pay, or discharged only for just cause. An employee who has completed the probationary period and is suspended without pay or discharged shall have access to the grievance procedure.

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.

Section 2. Representative

The employee, administrator, or School Board may be represented during any step of the procedure by any person or agent designated by such party to act in their behalf.

Section 3. Definitions and Interpretations

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 week days not designated as holidays by State law.

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

Grievances shall not be valid for consideration unless the grievance is submitted in writing to the School District's designee, setting forth the facts and the specific provision of the Agreement allegedly violated and the particular relief sought, within twenty (20) days after the date of the first event giving rise to the grievance occurred. Failure to file any grievance within such period shall be deemed a waiver thereof. Failure to appeal a grievance from one 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 seven (7) days after the 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 Superintendent of Schools, provided such appeal is made in writing within seven (7) days after receipt of the decision in Level I. If a grievance is properly appealed to the Superintendent, the Superintendent or his/her designee shall set a time to meet regarding the grievance within ten (10) days after receipt of the appeal. Within seven (7) days after the meeting, the Superintendent or his/her 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 School Board provided the appeal is made within ten (10) days after receipt of the decision in Level II. If a grievance is properly appealed to the School Board, the School Board shall set a time to hear the grievance within twenty (20) days after receipt of the appeal. Within seven (7) days after meeting, the School Board shall issue its decision in writing to the parties involved. At the option of the School Board, a committee or representative(s) of the Board may be designated by the Board to hear the appeal at this level, and report its findings and recommendations to the School Board. The School Board shall then render its decision.

Subd. 4. Mediation: Prior to arbitration, upon mutual agreement, the parties may enter into mediation as a resolution option.

Section 6. School Board Review

The School Board reserves the right to review any decision issued under Level I or Level II of this procedure provided the School Board or its representative notify the parties of its

intention to review within ten (10) days after the decision has been rendered. In the event the School Board reviews a grievance under this section, the School Board reserves the right to reverse or modify such decision.

Section 7. Denial of Grievance
Failure by the School District or its representatives 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. Arbitration Procedure

In the event that the employee and the School Administration 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 made in writing signed by the aggrieved party, and such request must be filed in the office of the Superintendent within ten (10) 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 proper submission of a grievance under the terms of this procedure, the parties shall, within ten (10) days after the request to arbitrate, attempt to agree upon the selection of an arbitrator. If no agreement on an arbitrator is reached, either party may request the Bureau of Mediation Services to submit a list of arbitrators, pursuant to M.S. 179A.21, Subd. 2, provided that such request is made within twenty (20) days after the request for arbitration. The Employer and the Union shall alternately strike names until one name remains and that person shall be the arbitrator. The party requesting arbitration shall strike the first name and shall be responsible for notifying the arbitrator of the selection.

Subd. 4. Submission of Grievance Information: a) Upon appointment of the arbitrator, the appeal party shall, within five (5) days after notice of appointment, forward to the arbitrator, with a copy to the School Administration, the submission of the grievance which shall include the following:

1) The issues involved;

2) Statement of the facts;

3) Position of the grievant;

4) The written documents relating to Section 5,

Article XIV, of the grievance procedure.

b) The School District may make a similar submission or information relating to the grievance either before or at the time of the hearing.

Subd. 5. 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. 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 and written arguments relating to the issues before the arbitrator. The proceeding before the arbitrator shall be a hearing denovo.

Subd. 6. Decision: The decision by the arbitrator shall be rendered within thirty (30) days after the closing of the hearing.

Decisions by the arbitrator in cases properly before him/her shall be final and binding upon the parties, subject, however, to the limitations of arbitration decisions as provided by the P.E.L.R.A.

Subd. 7. Expenses: Each party shall bear its own expense 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 shall be made at the hearing 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 arbitration.

Subd. 8. 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 and contained in this Agreement; nor shall an arbitrator have jurisdiction over any grievance which has not been submitted to arbitration in compliance with the terms of the grievance and arbitration procedure as outlined herein; nor shall the jurisdiction of the arbitrator extend to matters of inherent managerial policy, which shall include but are not limited to such areas of discretion or policy, as the functions and programs of the Employer, its overall budget, utilization of technology, the organizational structure, and selection and direction and number of personnel. In considering any issue in dispute, in its order, the arbitrator shall give due consideration to the statutory rights and obligations within the legal limitation surrounding the financing of such operations.

ARTICLE XVI
DURATION OF AGREEMENT

The terms and conditions of this Agreement shall remain in full force and effect for the period of July 1, 2015 to June 30, 2017, and from year to year thereafter unless either party gives notice at least sixty (60) days prior to the annual renewal date of a desire to amend or terminate the Agreement.

BOARD OF EDUCATION
INDEPENDENT SCHOOL DISTRICT EMPLOYEES
NO. 181, BRAINERD, MINNESOTA

DATE 07-12-18

BY _____

BY _____

BY _____

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL

AFL-CIO, MINNESOTA COUNCIL #65
LOCAL UNION #3215

DATE 7/11/18

BY _____

BY _____

BY _____
Troy Bauch
AFSCME Staff Representative

APPENDIX A
SALARY SCHEDULE

Non-Certified Schedule

Step	2018-2019	2019-2020	2020-2021
1	$20.50	$21.00	$21.50
2	$21.50	$22.00	$22.50

Compliant Schedule

Step	2018-2019	2019-2020	2020-2021
1	$22.00	$22.50	$23.00
2	$23.00	$23.50	$24.00
3	$23.50	$24.00	$24.50

Certified Schedule

Step	2018-2019	2019-2020	2020-2021
1	$24.50	$25.00	$25.50
2	$25.50	$26.00	$26.50
3	$26.00	$26.50	$27.00

Non-Certified includes employees on 2-year provisional or extension and language facilitators.

Compliant includes employees assessed compliant as per current MN standards.

Certified includes employees that hold RID certification or any certification accepted by RID.

Employees advance from step 2 of non-certified to step 1 of the compliant schedule and step 3 of the compliant schedule to step 1 of the certified schedule based on successful completion of the appropriate assessment or certification.

Longevity Schedule effective 7/1/2018:
After 9 years = $.50/hr
After 14 years = $1.00/hr
After 19 years = $2.00/hr
After 24 years = $3.00/hr

Certification/MN Required Assessment – The School District shall give a one-time reimbursement to an employee who has become RID certified or EIPA 4.0 assessed, the actual costs of the exams, not to exceed six hundred dollars ($600). The employee shall provide documentation of said costs.

Employees are required to turn in their CEU's they are using for certification yearly by June 30th of each calendar year.

Brainerd Public Schools

Opportunity. Innovation. Success.

Memorandum of Understanding

This is an agreement between ISD 181 and the AFL-CIO, MN, Local Union #3215 Educational Interpreters.

The district and union recognize that in rare circumstances an employee on a high deductible health plan may experience a medical bill that exceeds the amount in his/her Health Savings Account.

If this circumstance occurs, the employee will have the ability to request an advancement of the employee deduction agreed to at the beginning of the calendar year and the district HSA match. The employee will be expected to contribute his/her portion of the match back over remaining paychecks. If the employee severs employment mid-year, the employee will need to agree to pay his or her portion of the match back through payroll. Cases will be addressed annually on an individual basis and prior hardship does not guarantee hardship accommodation in subsequent years. MOU language must be readdressed at each contract negotiation. In no circumstances will the district apply more than the allotted employee or district match to the individual in a calendar year. It is the employee's responsibility to comply with all IRS rules regarding Health Savings Accounts.

This agreement will be in effect beginning January 1, 2019 and will only affect current employees hired prior to January 1, 2019.

ISD 181 Representatives:

Board Clerk Signature — Date: 7/10/18

Superintendent Signature — Date: 7/12/18

AFSCME Representatives:

Union President Signature — Date: 7/11/18

Troy Bauch, AFSCME Staff Representative — Date: 7/11/18