

8/10/16

COLLECTIVE BARGAINING AGREEMENT

between

INDEPENDENT SCHOOL DISTRICT # 435

**WAUBUN-OGEMA- WHITE EARTH
COMMUNITY SCHOOLS**

and

LOCAL UNION NO. 3265

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

July 1, 2016 – June 30, 2018

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COLLECTIVE BARGAINING AGREEMENT

ARTICLE I PURPOSE

Section 1. Parties: THIS AGREEMENT is entered into between Independent School District No. 435, Waubun-Ogema-White Earth School, hereinafter referred to as the School District, or "District", and the American Federation of State, County and Municipal Employees, AFL-CIO, Local # 3265, hereinafter referred to as the Union, pursuant to and in compliance with the Public Employment Labor Relations Act of 1971 as amended, hereinafter referred to as the P.E.L.R.A., to provide the terms and conditions of employment for all non-certified employees, excluding those mentioned under Section 2 of Article III, during the duration of this Agreement.

ARTICLE II RECOGNITION OF EXCLUSIVE REPRESENTATIVE

Section 1. Recognition: In accordance with the PELRA, the School District recognizes the American Federation of State, County and Municipal Employees, AFL-CIO, Local # 3265, as the exclusive representative for non-certified employees, excluding those mentioned under Section 2 of Article III, employed by the School District, which exclusive representative shall have those rights and duties as prescribed by the PELRA and as described in the provisions of this Agreement.

Section 2. Appropriate Unit: The Union 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 PELRA and in certification by the Commissioner of Mediation Services.

ARTICLE III DEFINITIONS

Section 1. Terms and Conditions of Employment: "Terms and conditions of employment" means the hours of employment, the compensation there for including fringe benefits except retirement contributions or benefits other than employer payment of, or contributions to, premiums for group insurance coverage for retired employees or severance pay, and the employer's personnel policies affecting the working conditions of the employees. Terms and conditions of employment is subject to the provisions of PELRA. The terms is subject to the provisions of PELRA regarding the rights of public employers and the scope of negotiations.

Section 2. Description of Appropriate Unit: For purposes of this Agreement, the terms "members of bargaining unit" and "appropriate unit" shall mean all persons employed by the School District, excluding the following: a) confidential employees, b) supervisory employees, c) emergency employees who are employed for emergency work caused by natural disasters, d) all employees excluded from the definition of "public employee" as per the PELRA.

Section 3. Employees: All employees covered by this Agreement shall be referred to as "non-certified regular employees" based on the hours they are scheduled to work by the School District.

Section 4. School District: For purposes of administering this Agreement, the term "School District" shall mean the School Board or its designated representative.

Section 5. Other Terms: Terms not defined in this Agreement shall have those meanings as defined by the PELRA.

ARTICLE IV
SCHOOL DISTRICT RIGHTS

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

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

Section 3. Effect of Laws, Rules and Regulations: The exclusive representative recognizes that all employees covered by this Agreement shall perform the services prescribed by the School District and shall be governed by the laws of the State of Minnesota, and by School District rules, regulations, directives and orders, issued by properly designated officials of the School District. The exclusive representative also recognizes the right, obligation and duty of the School District and its duly designated officials to promulgate rules, regulations, directives and orders from time to time as deemed necessary by the School District insofar as such rules, regulations, directives and orders are not inconsistent with the terms of this Agreement. Any provision of this Agreement found to be in violation of any such laws, rules, regulations, directives or orders shall be null and void and without force and effect.

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

ARTICLE V
EMPLOYEE RIGHTS

Section 1. Right to 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 and does not interfere with the full, faithful and proper performance of the duties of employment or circumvent the rights of the exclusive representative.

Section 2. Right to Join: Pursuant to PELRA, 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 District.

Section 3. Request for Dues Check off: The School District agrees to deduct from the wages of each Union member, upon written authorization of the employee, an amount equal to the regular dues of the Union, such deductions to be made on the last pay period of each month, and to transmit to the Union the total amount so deducted, together with a list of the names of the employees from whose pay deductions were made.

Section 4. Fair Share Fee: In accordance PELRA, as amended, any employee included in the appropriate unit who is not a member of the exclusive representative may be required by the exclusive representative to contribute a fair share fee for services rendered as exclusive representative. The fair share fee for any employee shall be in an amount equal to the regular membership dues of the exclusive representative, less the cost of benefits financed through the dues and available only to members of the exclusive representative, but in no event shall the fee exceed 85 percent of the regular dues.

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

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

The exclusive representative hereby warrants and covenants that it will defend, indemnify and save the School District harmless from any and all actions, suits, claims, damages, judgements 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 5. Personnel Files: Members of the unit, upon written request to the supervisor having custody of the file, have the right to review the content of his or her own personnel file and evaluations. Members of the unit shall have the right to reproduce, at his or her own expense, any of the contents of his or her own file. Each member of the unit shall have the right to submit for inclusion in his or her own file written information in response to any material in the file and such information shall become part of the file.

Section 6. Union Security:

Subd. 1. Time Off for Union Activity: Any employee elected by the Union to represent Council 65 at local conventions and which requires his/her absence from duty, may be granted the necessary time off to attend such meetings without pay and without discrimination and without loss of seniority rights or any other rights granted by the School District, provided such absence does not interfere with the services of the particular department. The limit to attend such convention will be for 2 people and for a maximum of 2 days each.

Subd. 2. Union Access. A Union Representative assigned to the School District shall have access to the District's premises to conduct official Union business at such time that the District solely determines will not impair the conduct of District business.

Subd. 3. Bulletin Board. The School District will provide bulletin board space for posting of all authorized Union notices and material.

ARTICLE VI
RATES OF PAY

Section 1. Rates of Pay

Subd. 1. *The wages and salaries reflected in Schedule A, attached hereto, shall be part of the Agreement for the period commencing July 1, 2016 to June 30, 2018.*

Subd. 2. *During the duration of this Agreement, advancement in salary shall be subject to the terms of this Agreement. In the event a successor agreement is not entered into prior to the expiration of this Agreement, an employee shall be compensated according to his/her current rate.*

Subd. 3. *If an employee is placed by the School District into a new department or classification other than that pay classification normally assigned, on the sixth consecutive day, the employee shall receive the higher rate applicable for the newly assigned classification. If an employee changes a job classification whether by reassignment or volunteerism, the raise received as a result of the reclassification will be commensurate with other employees with the same point total and years of employment with the District.*

Subd. 4. *Employees who have changed their classification/job position prior to 7/1/2010 will be grandfathered in at their current rate of pay. Employees hired after 7/1/2010 who elect to voluntarily change their classification/job position to a lower classification will be moved to the starting pay per the contract. In the event an employee is forced to change their classification/job position they will retain their current rate of pay.*

Subd. 5. *In the event that an applicant possesses previous work experience the School District may elect to start the employee at a rate of pay other than the starting wage of the current contract. The School District will not start any new employee at a rate of pay higher than the senior person in the classification in which they are to be hired. In the event of a department of one the starting wage will not be higher than the person leaving the position. The School District will notify the Union in writing with the School Districts intent to start a new employee at a rate of pay other than the starting wage in the contract.*

Section 2. Overtime

All hours worked in excess of forty (40) hours per week shall be paid at time and one-half (1-1/2) the employee's normal rate of pay.

Any hours which are approved in writing by the supervisor or administration worked on a Sunday or a holiday shall be paid at double time (2X) the employee's normal rate of pay.

Section 3. Comp Time

An employee may elect to convert hours of overtime worked in a calendar year to compensatory time off, in lieu of payment, in accordance with the following terms. Compensatory time shall be accumulated at a rate of one and one-half times overtime hours worked for equivalent time off. Compensatory time shall be used within thirty (30) days or the employee will be paid at the normal overtime rates. The 30 days can be extended by mutual agreement.

Section 4. Late Start/Early Out School Day Alteration

Employees will have the option to use eight (8) hours per year for the purposes of a late start or early out.

ARTICLE VII
GROUP INSURANCE

Section 1. Selection of Policy and Carrier: *The selection of the insurance carrier and policy shall be made by the School District as provided by law.*

Section 2. Enrollment: *The employee must enroll in the School District group health and hospitalization plan to qualify. The School District's designated representative and a member of the Exclusive Representative shall meet at the request of the Exclusive Representative to discuss insurance.*

Section 3. Single Coverage: *The School District, for single coverage, shall pay up to and not exceed \$6,165 of the hospital, surgical and major medical insurance premiums for full-time staff. Continuing thereafter, for each continuing year, the School District contribution shall increase this maximum by 5% or the amount of the premium increase, whichever is less. Any additional cost of the premium shall be borne by the employee and paid by payroll deduction. Choice of policy for single coverage is at the discretion of the employee.*

Section 3.4 Dependent Coverage/Family "Split" Benefits: *The School District, for dependent/family coverage, shall pay up to and not to exceed \$9,475 of the hospital, surgical and major medical insurance premiums for full-time staff and their dependents. Choice of policy for dependent coverage is at the discretion of the employee.*

1.1.1 *Split benefits occur when two full-time employees desire family insurance benefits from the District. One family member may receive the District's current premium contribution and the other family member may receive up to but not to exceed one half of the family contribution. The two District contributions may not exceed one and one half the amount of the District family contribution.*

1.1.2 *Example: Monthly premium cost = \$1,200
District contribution = \$ 700 provided to first family member
District contribution = \$ 350 provided to second family member
Total District Contribution = \$1,050 toward the required premium*

1.1.3 *Prorated split benefit shall apply to part-time employees.*

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 agreed to herein and no claim shall be made against the School District as a result of a denial of insurance benefits by an insurance carrier.*

Section 6. Duration of Insurance Contributions: *An employee is eligible for School District contribution as provided in this Article as long as the employee is employed by the School District. Upon termination of employment, all District contribution shall cease.*

Section 7. Eligibility: *Any full benefits provided in this Article are designed for full-time personnel as described in Article XI hereof. Part-time employees shall be eligible for partial benefits proportional to the extent of their employment. Eligibility is subject to any limitations contained in the contract between the insurance carrier and the District.*

Section 8. Election: *The employee can change the health insurance coverage from single to family or family to single coverage only before **July 1** each year or at the time the employee is employed by the District or if a status change occurs. Employees can submit this change to the insurance carrier through the business office.*

Section 9. Regular Employee: *For insurance purposes, a regular employee is defined as a custodian who works a minimum of forty (40) hours per week or cooks, secretaries, and aides who work a minimum of thirty-five (35) hours per week for the school year.*

Section 10. Prorated Benefits: *Any employee who is employed for the School District, whether part-time or full-time, shall be eligible for benefits in proportion to the terms and conditions of his/her employment. For clarification purposes, the term "benefits" applies to the following: Health Insurance (Article VII)*

and Leaves of Absence (Article VIII). This Section does not apply to annual leave or holidays for nine month employees and part-time employees.

ARTICLE VIII
LEAVES OF ABSENCE

Section 1. **Sick Leave**

Use: Sick leave with pay shall be allowed whenever an employee's absence is found to have been due to personal illness, physical disability, dental care, or medical care that could not be received at a time outside the District's regular work schedule, which prevented the employee's attendance and performance of duties on that day. Sick leave may also be used in the case of illness of an immediate family member.

9, 10 and 11 month full-time employees will be allowed the following: 12 days per year the first 2 years of employment and 11 days per year thereafter, accumulative to 110 days. Part-time employees are prorated based on actual time worked.

12 month full-time employees will be allowed 15 days per year the first 2 years of employment; 12 days per year thereafter.

Unused sick leave days may accumulate to a maximum credit of 110 days of sick leave per employee.

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 allowed shall be deducted from the accrued sick leave days earned by the employee. However, an employee on initial probation shall be eligible to use up to one day per month of employee's accrued sick leave, until completion of probationary period.

Sick leave may be utilized during a period of physical disability resulting from a condition of pregnancy. The employee shall provide the District with a physician's statement certifying the dates of disability. An unpaid leave for child care purpose may be granted at the discretion of the School District.

Any sick leave days over 110 sick days that an employee does not use will be paid out at 50% of the substitute rate per sick day, at the end of the school year.

Upon the Superintendent's approval, non-certified staff will be given the option to donate up to three (3) sick leave days to another non-certified union member upon request. This will be allowed to be used by the employee, their significant other, or their immediate family member.

Sick Leave shall be approved only upon entry of absence into Time Clock Plus

Section 2. **403B.** *All public employees who work 20 hours or more per week may enter into a 403B plan. The School District will match up to 2% of regular pay with a maximum of \$2,000 per year. Employee must complete one year probation to be eligible.*

Section 3. **Workers Compensation:** *Pursuant to State Statute, an employee injured on the job in the service of the School District and collecting Workers Compensation insurance may draw sick leave*

and receive full salary from the School District, the 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 accrued sick leave.

Section 4. Bereavement: Five (5) days of bereavement leave with pay may be allowed per year. All paid bereavement days will be deducted from accumulated sick leave. Additional days without pay may be granted by the School District. The granting of bereavement leave beyond the five days shall be handled by the superintendent, and the superintendent or the District may, at their sole discretion grant additional days.

Section 5. Medical Leave

Subd. 1. Definition: An employee, who has completed the initial probationary period, who is unable to perform duties because of illness or injury, and who has exhausted all sick leave credit available, may, upon request, be granted a medical leave of absence, without pay, up to six (6) months, this would include any FMLA time granted. This leave may be renewed at the discretion of the School District.

Subd. 2. Request. A request for leave of absence, or renewal thereof, under this Section shall be accompanied by a written doctor's statement outlining the condition of health and estimated time at which the employee is expected to be able to assume normal responsibilities.

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: Immediate Family

For purposes of immediate family illness, immediate family includes: father, mother, sister, brother, daughter, son, wife, husband, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandchild or significant other.

Section 8. Credit:

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

Section 9. Education Grant:

Any employee under this Agreement who is granted a fellowship or other educational grant or pays his/her own way and has been in the system for five (5) years may be granted a one (1) year leave of absence without pay and may remain on the District's health insurance plan but must pay his/her own premium. Any person granted the leave must agree to work in the system at least one (1) year following the year of absence. One leave may be granted per year, at the discretion of the School Board.

Section 10. Personal Leave:

Employee's with less than five (5) years of service will receive three (3) personal leave days per year.

An employee can accumulate a total of five (5) days. The personal leave days will be deducted from the employees sick leave.

Employee's with more than five (5) years of service will receive three (3) personal leave days per year. An employee can accumulate a total of five (5) days. The personal leave days will not be deducted from the employees sick leave.

**Employees with five (5) years of service or more can utilize 3 personal days from their accrued leave time over break as a paid holiday leave. Leave will be deducted from sick leave. Requests for leave must be made in writing to the Superintendent at least 3 days in advance. All leaves must have prior written approval from the Superintendent.*

Section 11. Annual Leave

Annual leave shall be approved in writing by the immediate supervisor and Superintendent prior to taking leave.

Subd. 1. Regular 12-month employees:

- 1-5 years service shall receive 1 week of paid leave*
- 6-10 years service shall receive 2 weeks of paid leave*
- 11-19 years service shall receive 3 weeks of paid leave*
- 20 plus years service shall receive 4 weeks of paid leave*

Any legal holiday or holidays which fall within an employee's vacation period shall not count as a vacation day.

Subd. 2. Regular 10 and 11 month employees (employed 35 or more hours per week) who have more than 2 years of service shall receive 1 week of paid leave.

Section 12. Public Office Leave

Pursuant Minnesota Statutes 211.B.10 and 3.088

ARTICLE IX
HOLIDAYS

Section 1. Paid Holidays:

All 12 month employees will receive these days as paid holidays. If any holiday falls on a weekend, it is up to the sole discretion of the Administration to allow the holiday to be taken on the preceding Friday or the following Monday:

Labor Day
*Christmas Day
**Presidents Day
Easter Monday
July 4th

Thanksgiving Day and Day After
*New Year's Day
Good Friday
Memorial Day

* Half day before New Year's Day and Christmas Day may be given at the discretion of the Superintendent, if it falls on a work day.

** If school is dismissed for that day.

Section 2.

All 11 month employees will receive the following as paid holidays:

Labor Day
*Christmas Day
**Presidents Day
Easter Monday

Thanksgiving Day and Day After
*New Year's Day
Good Friday
Memorial Day

* Half day before New Year's Day and Christmas Day may be given at the discretion of the Superintendent, if it falls on a work day.

** If school is dismissed for that day.

Section 3:

All 9 and 10 month employees will receive the following as paid holidays:

Thanksgiving
Christmas

The day after Thanksgiving
Good Friday

ARTICLE X
LICENSE FEE

The District will pay the boiler license renewal fee for custodians.

ARTICLE XI
HOURS OF SERVICE AND DUTY YEAR

Section 1. Basic Work Week: The regular work week, exclusive of lunch, shall be prescribed by the School District each year for regular employees.

Section 2. Basic Work Year: The regular work year shall be prescribed by the School District each year for regular employees. Section 3. Part-time Employees: The School District reserves the right to employ such personnel as it deems desirable or necessary on a part-time or casual basis for time less than that of the regular employee.

Section 4. Shifts and Starting Time: All employees will be assigned starting time and shifts as determined by the School District.

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

Section 6. School Closing: In the event that school is closed for any reason and the employees are not required to perform services, the employees compensation shall be specifically reduced accordingly (see exception in Section 7 below).

Section 7. Inclement Weather (Snow Days) or Emergencies: In the event that school is not held, starts late, or releases early on a regularly scheduled school day due to inclement weather or other

emergencies that employees are not required to work, said employees shall be given opportunity to make up such lost time at a later date under the following conditions:

1. Regular 9, 10 and 12 month employees shall be able to reschedule the lost hours or use comp time to offset any loss.
2. Employees who work 9 or 10 month full-time shall be able to reschedule the lost hours of work, or be able to work additional days.
3. All makeup of lost time must be prearranged with the employee's immediate supervisor (School Principals, etc.). Title 1 employees must be doing approved Title 1 activities.
4. Employees will not be paid for lost time until such time is made up and documented on a separate time sheet and signed off by the employee's immediate supervisor.
5. Should the school year be extended because of inclement weather or other emergencies, employees who do not normally receive additional paid holidays because they fall outside of the regular school year, shall not receive said holiday pay.
6. When the storm days that are built into the school calendar are used up and the school year has to be extended, employees will not be able to make up lost day(s), but must be present when the school is in session. This applies to nine and ten month employees. This section does not apply to employees who are employed on a temporary basis or part-time basis.

Section 8. School Tournament Playoffs:In the event that school is not held, starts late, or releases early due to tournament games on a regularly scheduled school day, employees will be given two options:

1. Attend the activity. Sign-in with the designated Administrator at the event to received salaried pay for regular contracted workday.
2. Sign out and not attend the event. The employee may choose to take Personal Leave day, Sick Leave or Leave without pay.

ARTICLE XII

DISCIPLINE, DISCHARGE AND PROBATIONARY PERIOD

Section 1. Probationary Period: An employee under the provisions of this Agreement shall serve a probationary period of one school year of continuous 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. Probationary Period: Change of Classification: In addition to the initial probationary period, an employee transferred or promoted to a different classification shall serve a new probationary period of three (3) calendar months in any such new classification. During this three (3) month probationary period, if it is determined by the School District that the employee's performance in the new classification is unsatisfactory, the School District shall have the right to reassign the employee to the former classification.

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

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

ARTICLE XIII
SENIORITY AND REDUCTION IN FORCE

Section 1. Seniority:

Subd. 1. Seniority standing shall be granted to all bargaining unit employees upon successful completion of the probationary period as provided in this Agreement.

Subd. 2. The seniority date shall be the first date of continuous service in the bargaining unit, and such date shall be established upon completion of the probationary period in the School District. Upon completion of the probationary period, the seniority date shall revert back to the first date of continuous service in the bargaining unit.

Subd. 3. A seniority list shall be developed by the School District and posted no later than May 1 of each year. The Union shall be provided with a copy of the posting. An employee who does not agree with the seniority date as posted shall have thirty (30) calendar days to challenge the posting and to file a grievance if no resolution is reached. The list shall then be used by the School District for purposes as provided in this Article.

Section 2. Layoff and Recall:

Subd. 1. The parties recognize the principle of seniority in the application of this Article, within classification concerning layoff and recall, provided the employee is fully qualified for the duties and responsibilities of the position, as determined by the School District.

Subd. 2. An employee on layoff pursuant to this Article shall be notified by the School District by registered mail of any vacancy for which the employee is qualified as determined by the School District. The notice shall be sent by registered mail to the employee's last known address. It is the responsibility of the employee to provide the School District with a current address. Failure to return following notice of recall within ten (10) working days shall be considered voluntary termination by the employee.

Subd. 3. An employee on layoff shall retain seniority and right to recall, within classification, for positions for which qualified, in seniority order for a period of twelve (12) months after the date of layoff.

Section 3. Filling of Vacancies

Subd. 1. Notices of all vacancies and newly created positions shall be posted on bulletin boards, and the employees given five (5) days time in which to make application to fill such vacancy or newly created position.

Subd. 2. Notice of vacancies and newly created positions shall state the type of work, place of work, rate of pay, hours to be worked and job classification. Copies of job posting shall be sent to the Union president.

Subd. 3. Whenever possible, the vacancy or newly created position shall be filled from among the present employees, giving first consideration to qualifications for the job and seniority. When all other qualifications are equal, the Employer shall promote the most senior qualified applicant for a position. In the event the most senior employee is not selected to fill the vacancy or newly created

position, such employee shall be given written reasons therefore upon request.

Section 4. Loss of Seniority: An employee shall lose seniority for the following reasons:

1. Discharge for cause.
2. Voluntary resignation or retirement.
3. Failure to accept recall within the period as provided in Section 2 hereof.
4. The expiration of 12 months without notice of recall.
5. Failure to return upon the expiration of an authorized leave of absence.

An employee shall not lose seniority for authorized absences due to short term illness, a layoff of less than 12 months duration during the period of a School District authorized leave of absence.

ARTICLE XIV 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 the terms and conditions of 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 his/her behalf.

Section 3. Definitions and Interpretation:

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

Subd. 2. Days: Reference to days regarding time periods in this procedure shall refer to working days. A working day is defined as all 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 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 days after the date of the first event giving rise to which 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 Grievances: The School District and the employee shall attempt to adjust all grievances which may arise during the course of employment of any employee within the School District

in the following manner:

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

Subd. 2. Level II: In the event the grievance is not resolved in Level I, the decision rendered may be appealed to the Superintendent of Schools, provided such appeal is made in writing within five 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 fifteen days after receipt of the appeal. Within ten 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 such appeal is made in writing within five 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 days after receipt of the appeal. Within twenty days after the meeting, the School Board shall issue its decision in writing to the parties involved. At the option of the School Board, a committee or representative(s) or 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.

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 days after the decision has been rendered. In the event the School Board reviews a grievance under this Section, the School Board reserves the right to reverse or modify such decision.

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

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

Subd. 1. Request: A request to submit a grievance to arbitration must be in writing signed by the aggrieved employee, and such request must be filed in the office of the Superintendent within ten days following the decision in Level III of the grievance procedure.

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

Subd. 3. Selection of Arbitrator: Upon the proper submission of a grievance under the terms of this procedure, the parties shall, within ten 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 Commissioner to appoint an arbitrator, pursuant to P.E.L.R.A., providing such request is made within twenty days after request for arbitration. The request shall ask the appointment be made within thirty days after the receipt of said request. Failure to agree upon an arbitrator or the failure to request an arbitrator from the Commissioner within the time periods provided herein shall constitute a waiver of the grievance.

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

and make oral or written arguments relating to the issues before the arbitrator. The proceeding before the arbitrator shall be a hearing *denovo*.

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

Subd. 6. Expenses: Each party shall bear its own expenses in connection with arbitration including expenses relating to the party's representatives, witnesses and any other expenses which the party incurs in connection with presenting its case in arbitration. A transcript or recording shall be made of the hearing at the request of either party. The cost of the transcript on recording shall be borne by the parties requesting it, or equally if requested by both parties. The parties shall share equally fees and expenses of the arbitrator.

Subd. 7. Jurisdiction: The arbitrator shall have the 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 written agreement; nor shall an arbitrator have jurisdiction over any grievance which has not been submitted to arbitration in compliance with the terms of the grievance and arbitration procedure as outlined herein; nor shall the jurisdiction of the arbitrator extend to matters of inherent managerial policy, which shall include but are not limited to such areas of discretion or policy as the functions and programs of the School District, its overall budget, utilization of technology, the organizational structure, and selection and direction and number of personnel. In considering any issue in dispute, the arbitrator's order shall give due consideration to the statutory rights and obligations of the public school boards to efficiently manage and conduct their operation within the legal limitations surrounding the financing of such operations.

Subd. 8. Election of Remedies and Waiver: A party instituting any action, proceeding or complaint in a federal or state court of law, or before an administrative tribunal, federal agency, or seeking relief through any statutory process for which relief may be granted, the subject matter of which may constitute a grievance under this Agreement, shall immediately thereupon waive any and all rights to pursue a grievance under this Article. Upon instituting a proceeding in another forum as outlined herein, the employee shall waive his/her right to initiate a grievance pursuant to this Article or, if the grievance is pending in the grievance procedure, the right to pursue it further shall be immediately waived. This section shall not apply to actions to compel arbitration as provided in this Agreement or to enforce the award of an arbitration.

ARTICLE XV PUBLIC OBLIGATION

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

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

arbitration procedure but is enforceable in the courts.

ARTICLE XVI
DURATION

Section 1. Term and Reopening Negotiations: This Agreement shall remain in full force and effect for a period commencing on its date of execution, and thereafter until modifications are made pursuant to the PELRA. If either party desires to modify or amend this Agreement commencing at its expiration, it shall give written notice of such intent no later than 120 days prior to said expiration. Unless otherwise mutually agreed, the parties shall not commence negotiations more than 90 days prior to the expiration of this Agreement.


Section 2. Effect: This Agreement constitutes the full and complete agreement between the School District and the exclusive representative representing the employees. The provisions herein relating to terms and conditions of employment supersede any and all prior agreements, resolutions, practices, school district policies, rules or regulations concerning terms and conditions of employment inconsistent with these provisions. Nothing in this Agreement shall be construed to obligate the School District to continue or discontinue existing or past practices, or prohibit the School District from exercising all management rights and prerogatives, except insofar as this exercise would be in express violation of any term or terms of this Agreement.

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

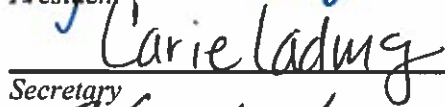
Section 4. Severability: The provisions of this Agreement shall be severable, and if any provision thereof or the application of any such provision under any circumstances is held invalid, it shall not affect any other provisions of this Agreement or the application of any provision thereof.

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

FOR: AFSCME LOCAL UNION NO. 3265
COUNCIL 65



President

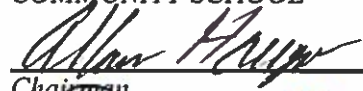


Secretary



Chief Employee Negotiator

FOR: SCHOOL DISTRICT NO. 435
WAUBUN-OGEMA-WHITE EARTH
COMMUNITY SCHOOL



Chairman



Clerk



Chief District Negotiator

Dated this 11th day of August, 2016 _____ Dated this 17 day of Aug, 2016 _____

LOCAL UNION NO 3265 - AFSME

SALARY SCHEDULE

GRADE	GROUP	POSITION	2016-2017							
			STEP 0	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
1	CUSTODIAL	CUSTODIAN WITHOUT LICENSE	\$ 12.15	\$ 12.27	\$ 12.46	\$ 12.70	\$ 12.96	\$ 13.25	\$ 13.58	\$ 13.99
2	EDUCATIONAL	PARAPROFESSIONAL (ECFE, TITLE I, TITLE VII, ISS, PBIS) PARAPROFESSIONAL (MEDIA CENTER) PARAPROFESSIONAL (SPED)	\$ 12.45	\$ 12.57	\$ 12.76	\$ 13.02	\$ 13.28	\$ 13.58	\$ 13.92	\$ 14.33
3	FOOD SERVICE	FOOD SERVICE WORKER	\$ 13.15	\$ 13.28	\$ 13.48	\$ 13.75	\$ 14.03	\$ 14.34	\$ 14.70	\$ 15.14
	CUSTODIAL	CUSTODIAN WITH LICENSE								
	FOOD SERVICE	COOK								
	ADMINISTRATIVE SUPPORT	ADMINISTRATIVE ASSISTANT - (HS, HEALTH COORD) COMMUNITY EDUCATION SACC COORDINATOR	\$ 13.60	\$ 13.74	\$ 13.94	\$ 14.22	\$ 14.51	\$ 14.83	\$ 15.20	\$ 15.66
4	ADMINISTRATIVE SUPPORT	ADMINISTRATIVE ASSISTANT (ELEMENTARY)								
5	ADMINISTRATIVE SUPPORT	STUDENT SERVICES COORDINATOR (MARRS)	\$ 14.15	\$ 14.29	\$ 14.51	\$ 14.80	\$ 15.09	\$ 15.43	\$ 15.82	\$ 16.29

Employees Placed on schedule according to "Hire Date"

Longevity Pay:

Employees will receive the Longevity Pay in a lump sum payment in June of each year according to the schedule stated below:

	9 Mth	10Mth	11mth	12mth
8 - 11 Years	0.33	0.28	0.24	0.22
12 - 15 Years	0.48	0.40	0.35	0.31
16 - 20 + Years	0.63	0.52	0.46	0.41

Raise starting wages by \$0.25

- Step 0 - 1 = 1.0%
- Step 1 - 2 = 1.5%
- Step 2 - 3 = 2.0%
- Step 3 - 4 = 2.0%
- Step 4 - 5 = 2.25%
- Step 5 - 6 = 2.5%
- Step 6 - 7 = 3.0%

*Section 1 - Custodians - 2nd shift custodians shall receive a shift differential pay of twenty cents (\$0.20) per hour for all hours worked on 2nd shift as determined by the Superintendent.

*Section 2 - Custodians - Shift differential will not be paid during the summer months unless approved by the Superintendent and scheduled by the Facilities Manager

*Section 3 - If one cook has Lead Responsibilities as determined by the Superintendent, that employee will be eligible for an additional Annual Stipend of \$1,000.00

Selected SPED Paraprofessionals: Additional \$0.20 per hour pay for intense personal care and/or subsection to high stress physical or emotional environment as determined by the Superintendent and reassessed yearly by assignment.