

AGREEMENT

BETWEEN

INDEPENDENT SCHOOL DISTRICT NO. 390
BAUDETTE, MINNESOTA

AND

THE AMERICAN FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES, COUNCIL 65, AFL-CIO

LOCAL UNION NO. 3452

AFSCME COUNCIL 65

July 1, 2017 – June 30 2019

TABLE OF CONTENTS

ARTICLE	CONTENT TITLE	PAGE
ARTICLE 1	PURPOSE	3
ARTICLE 2	RECOGNITION	3
ARTICLE 3	DEFINITIONS	3
ARTICLE 4	PAYMENT OF DUES	4
ARTICLE 5	DISTRICT RIGHTS	4
ARTICLE 6	HOURS OF WORK	5
ARTICLE 7	HOLIDAYS	6
ARTICLE 8	VACATIONS	6
ARTICLE 9	LEAVES OF ABSENCE	7
ARTICLE 10	SEVERANCE PAY	10
ARTICLE 11	INSURANCE BENEFITS	11
ARTICLE 12	COURT APPEARANCE	13
ARTICLE 13	SENIORITY	13
ARTICLE 14	DISCIPLINE	14
ARTICLE 15	GRIEVANCE PROCEDURE	14
ARTICLE 16	WORKERS COMPENSATION PAYMENTS	17
ARTICLE 17	GENERAL PROVISIONS	17
ARTICLE 18	SALARIES	18
ARTICLE 19	DURATION	19

ARTICLE 1
PURPOSE

This AGREEMENT Is entered into between Independent School District No. 390, Lake of the Woods, Baudette, MN, hereinafter referred to as the School District, and Local Union 3452, Council 65, American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the Exclusive Representative, pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, as amended, hereinafter referred to as the P.E.L.R.A., to provide the terms and conditions of employment for all persons in the appropriate unit during the duration of this Agreement.

ARTICLE 2
RECOGNITION

In accordance with the P.E.L.R.A., the School District recognizes Local 3452, Council 65, American Federation of State, County and Municipal Employees, AFL-CIO, as the duly authorized bargaining representative for all persons in the appropriate unit employed by the school board of Independent School District No. 390. No discrimination shall be exercised against any employee because of Union membership or as per Federal Statute

ARTICLE 3
DEFINITIONS

Section A. Terms and Conditions of Employment: The term "terms and conditions of employment" means the hours of employment, the compensation therefore including fringe benefits except retirement contributions or benefits other than employer payment of severance pay, the employer's personnel policies affecting the working conditions of the employees. "Terms and conditions of employment" is subject to the provisions of PELRA.

Section B. Description of Appropriate Unit: All employees employed by Independent School District No. 390, Lake of the Woods Community Schools, Baudette, Minnesota, who are non-certified district office supervisory, confidential, and department head employees, who are public employees within the meaning of Minn. Stat. 179A.03, subd. 14.

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

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

ARTICLE 4
PAYMENT OF DUES

Section A. In recognition of the Union as the exclusive representative:

A.1 The Employer shall deduct an amount each pay period sufficient to provide the payment of regular dues and/or other Union approved deductions, established by the Union from the wages of all employees authorizing, in writing, such deduction on a form mutually agreed upon by the Employer and Union.

A.2 The Employer shall submit such deductions to AFSCME Council 65 Administrative Office with a list of the names of the employees from whose wages deductions were made along with other pertinent employee information necessary for the collection and administration of union dues preferably in an Excel formatted report that may be electronically transmitted or by U.S. mail and (this change reflects that we have a centralized dues collection system — ergo dues remitted to Council, not locals, and that we need more information to process dues i.e. wage rates, hours of work, full time or part time status) information that will be requested via direct communication with the Council or with our annual notice on dues. We also would like to establish an electronic exchange of information for expediting the process of dues — since you are with MCIS, this has not been an issue.

A.3 The Union shall provide the formula or schedule (if applicable) to calculate the actual dues deduction to the Employer and will provide a spreadsheet that can be used to calculate the actual dues along with any set amount for local assessments in an electronic Excel format or via U. S. mail.

Section B. Fair Share/Agency Fee:

The Union may collect an Agency fee or Fair Share Fee, in an amount not to exceed 85% by the Union, from bargaining unit members who choose not to become members of the Union. However, any such fees so collected by the Union shall be accomplished in accordance with the applicable terms of Minn. Stat. Sect. 179A.06.

Section C.

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 action taken by the Employer under all provisions of this Article.

ARTICLE 5
DISTRICT RIGHTS

Section A. Inherent Managerial Rights: The exclusive representative recognizes that the School Board is not required to meet and negotiate on matters of inherent

managerial policy, which include but are not limited to, such areas of discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, the organizational structure, and selection and direction and number of personnel.

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

Section C. Effect of Laws, Rules and Regulations: The exclusive representative recognizes that all employees covered by this Agreement shall perform the services and duties prescribed by the School Board and shall be governed by the laws of the State of Minnesota and by School Board rules, regulations, directives, and orders, issued by properly designated officials of the School District., The exclusive representative also recognizes the right, obligation, and duty of the School Board and its duly designated officials to promulgate rules, regulations, directives and orders from time to time as deemed necessary by the School Board insofar as such rules, regulations, directives and orders are not inconsistent with the terms of this Agreement and recognizes that the School Board, all employees covered by this Agreement, and all provisions of the Agreement are subject to the laws of the State. Any provision of the 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 D. Reservation of Managerial Rights: The foregoing enumeration of Board rights and duties shall not be deemed to exclude other inherent managerial rights and management functions not expressly reserved herein, and all management rights and management functions not expressly delegated in the Agreement are reserved to the School Board.

ARTICLE 6 **HOURS OF WORK**

Section A.

The normal workweek will generally be Monday through Friday, and 40 hours per week. The School District reserves the right to make changes and adjustments in the employees' schedules and assignments consistent with the needs of the School District. Employees shall record their hours worked using the system provided by the District.

Section B. Inclement Weather

In the event that school is not held on a regularly scheduled workday due to inclement weather or another emergency, any employee not reporting for work shall be required to use a vacation day or personal day. In the event that an employee has

the ability to work remotely when school is closed for inclement weather and with approval of the superintendent, they will not be required to take a vacation or personal day.

Section C. Longevity

Employees starting their eleventh year of service with the District through the fifteenth year of service with the District shall receive ten cents (\$.10) per hour for each year of service added to the employee's regular hourly rate of pay. Employees starting his/her sixteenth year of service shall receive twenty cents (\$.20) per hour for each year of service added to the employee's regular hourly rates of pay.

**ARTICLE 7
HOLIDAYS**

Section A.

All 12-month employees shall receive the following paid Holidays (10 month or less employees will not receive "Independence Day"):

New Year's Day	Memorial Day	Friday (After
President's Day	Independence Day	Thanksgiving)
Good Friday	Labor Day	Christmas Day
Easter Monday	Thanksgiving Day	Christmas Eve

Should the Christmas Eve holiday fall on a Saturday or Sunday, the holiday shall be observed on the preceding Friday or following Monday. The two-day holiday of Christmas Eve and Christmas Day may be taken as Thursday and Friday, Friday and Monday, or Monday and Tuesday, depending on how the holiday falls.

When a holiday falls during an employee's vacation period the employee shall not be required to take a day of vacation.

Section B.

An employee who is required to work on any of the listed holidays shall receive another day off with regular rate of pay scheduled with the approval of the administration.

Section C. All holidays shall be computed and disbursed on a full-time (40 hour per week) basis. Less than full-time employees shall receive holidays on a pro-rated basis.

**ARTICLE 8
VACATIONS**

Section A.

All full time employees shall earn vacation according to the following schedule. Vacation shall be prorated for part time employees:

<u>Years</u>	<u>Earn</u>
After completing 1 year of service	5 days
After completing 2 years of service	10 days
After completing 5 years of service	15 days
After completing 8 plus years and employee shall earn 1 additional day of vacation per year up to a cap of 20 days	

Section B.

Full years of service shall be defined as working on the job each scheduled day of the of the year, missing no more than 65 days in any year to earn credit for a full year. Once an employee applies for disability under P.E.R.A., vacation days will stop accruing. Should the affected employee not qualify for disability, all vacation benefits shall be reinstated retroactive to the date of the application for disability.

Section C.

In figuring vacation, the year will start with July 1 anniversary date, and all accrual rates shall change on the July 1 anniversary date.

Section D.

Prior to the end of the school year, employees will consult with administration to arrange a working schedule for vacation periods

Section E.

Any unused vacation time shall be paid out on the June 30th or upon separation of employment in good standing.

ARTICLE 9
LEAVE OF ABSENCE

Section A.

All full-time employees shall be entitled to accrue fifteen (15) days of sick leave per year, prorated for part-time employees, with a maximum accumulation of 150 days. Sick leave days shall stop accruing once an employee applies for disability under P.E.R.A. and shall not accumulate in any complete month during which the employee is on leave.

Section B.

It shall be the duty of the employee to call the appropriate administrator and report the sickness prior to the time he/she is scheduled to report to work. A doctor's certificate may be required to be submitted to the supervisor before an employee is qualified for sick leave pay when absent due to illness.

Section C.

In figuring such leave, the year will start as of July 1. Each employee will be provided with an annual statement of his/her accumulated sick leave.

Section D.

Absence due to serious illness in the immediate family shall be allowed and the time so allowed will be deducted from sick leave.

The "immediate family; or "permanent members of the immediate household," will ordinarily be interpreted as the following individuals of either the employee or the employees spouse; father, mother, step father, step mother, brother, sister, wife, husband, child, grandparents, grandchild, son-in-law and daughter-in-law.

In regard to Minnesota Parenting Leave Act, 181.940 to 181.944 for the use of sick leave to attend a sick child as defined by above statute, employees will be allowed to use sick leave as so defined in 181.9413.

Section E

Employee shall be granted bereavement leave and the leave shall be deducted from accumulated sick leave.

Section F. Pregnancy Leave, Disability Leave, Child Care Leave

Sub. 1 Child care leave shall be granted by the School District, subject to the provisions of this section, to one parent of an infant child, provided such parent is caring for the child on a full-time basis.

Sub.2 An employee making application for the child care leave shall inform the Superintendent or his/her designee, in writing of his/her intention to take child care leave at least three calendar months prior to the date of the intended leave. The employee shall indicate the expected date to begin the leave and the length of the leave requested.

Sub. 3 If the reason for the child-care leave is occasioned by pregnancy,

an employee may utilize sick leave pursuant to the sick leave provisions of this Agreement during a period of physical disability. A pregnant employee will also provide, at the time of the leave application, a written statement from her physician indicating the expected date of delivery.

Sub. 4 The School District shall grant a minimum of three month child-care leave. The School District may, if mutually agreed between the employee and School District, adjust the proposed length, beginning and ending dates of a child care leave to coincide with some natural break in the school year.

Sub. 5 In making a determination concerning the commencement and duration of a child-care leave, the School District shall not in any event be required to:

1. Grant any leave more than twelve months in duration.
2. Permit the employee to return to employment prior to the date designated in the request for child-care, unless mutually agreed upon.

Sub.6 An employee returning from child care leave shall be-employed in the position in which he/she was previously employed or, if this position no longer exists, in a position for which the employee is qualified.

Sub. 7 Failure of the employee to return to work on the date mutually determined by the employee and the School District under this section shall constitute grounds for termination, unless the School District and the employee mutually agree in writing to an extension of the leave.

Sub.8 An employee returning from child care leave within the provisions of this section shall retain all of his/her seniority rights, experience, and any unused leave time accumulated under the provisions of the Agreement at the commencement of his/her child care leave. The employee shall not accrue additional seniority, experience, or leave time during the period of absence for child-care leave unless required by statute.

Sub.9 An employee on child care leave is eligible to participate in group insurance programs if permitted under the insurance policy provisions, but shall pay the entire premium for such programs as the employee wishes to retain, commencing with the beginning of the child care leave unless otherwise required by statute. The right to continue participation in such group insurance programs will terminate if the employee does not return to work for the School District to the section and subject to applicable state and federal laws.

Sub. 10 Leaves granted under this section shall be without pay or fringe benefits unless otherwise provided for under this section or by statute.

Section G. Formula for computing Use of Sick Leave Allowance

The days of sick leave used in the current fiscal year are to be deducted from the total accumulated days. The days earned in the current fiscal year are then added to the remainder in order to arrive at the new accumulative total at the beginning of each fiscal year, July 1.

Section H: Emergency Medical Leave

- Sub. 1. Eligibility: An employee who has completed the required probationary period and who is unable to perform his/her duties because of illness or injury, and has exhausted all sick leave, may, upon request to the Superintendent in writing, be granted a medical leave of absence, without pay, of up to twelve months.
- Sub. 2 Medical Certificate: A request for leave of absence 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 resume regular service to the District,
- Sub. 3 Benefit Status: An employee will receive no benefits for the time of leave.
- Sub. 4 Insurance: The employee may remain a member of group Insurance plans at the employee's expense.

Section I: Personal Leave

Employees shall be eligible for three days personal leave per calendar year. This leave must be applied for in advance and approved by the Superintendent. Personal leave days shall be deducted from accumulated sick leave days. Employees not using personal leave days will be paid 50% of a normal eight-hour day's salary for each unused day.

**ARTICLE 10
SEVERANCE PAY**

Section A.

0-5 years	0% of sick bank into the HCSP
6-10 years	25%
11-15 years	50%
16-20 years	75%
20+	100%

Section B.

All employees eligible for the severance payment will contribute 100% of their

severance to a Trusted Base Health Care Savings Plan.

Section C.

If an employee dies before all of the severance has been distributed, the balance shall be paid to the named beneficiary or lacking same, to deceased employees estate.

ARTICLE 11
INSURANCE BENEFITS

Section A. Life Insurance

All regular employees shall be covered with a \$50,000 Group Term Life Insurance at no cost to the employee.

Section B. Long Term Disability Insurance

The School District shall provide long-term disability coverage at the District's expense.

Section C. Health Insurance

Cafeteria Plan: Benefits will be offered to eligible employees through a cafeteria plan qualified under IRS Coeds 105, 125 and 129. The cafeteria plan will contain core set of benefits. Enrollments in these core benefits is required in order to participate in the cafeteria plan and receive any School District contributions.

Core Benefits: The Core Benefits include health insurance, basic life insurance and long term disability insurance. Basic life insurance and long term disability insurance are provided under Section A and B, respectively, of Article 11.

School District Contribution: The following schedule identifies the School Districts contribution for eligible, full time employees selecting either a single health insurance plan or family insurance plan for the contract years noted. These amounts may be spent on insurance policies as part of the School District qualified cafeteria plan.

	<u>2017/2018</u>	<u>2018/2019</u>
Single Health Insurance	\$511.12 per month \$6,133.43 per year	\$536.12 per month \$6,433.43 per year

Family Health Insurance	<u>2017/2018</u>	<u>2018/2019</u>
	\$1,166.45 per month	\$1,221.45 per month
	\$13,997.34 per year	\$14,597.34 per year

Optional Insurance Programs: Dental insurance is available as a non-core insurance policy available to employees at their own cost. Any amounts not spent on health insurance as part of the District's Cafeteria Plan may be used to purchase dental insurance. Rates and polices are available upon request.

Any full time employee not enrolled in a School District qualified health plan will be given the opportunity to enroll in a School District qualified single dental plan at no cost to the employee.

Other Conditions: If the cost of benefits selected by the employee exceeds the School District contribution, that cost shall be paid by the employee through payroll deduction to be deducted in 12 equal payments. Insurance deductions will be adjusted in July to accurately reflect new rates.

If the School District contribution to an employee's health insurance premium exceeds the actual cost, the balance will be paid in the employee's VEBA account only if that balance exceeds \$10 per month and the contribution amount is permitted by the Select Account Company.

If two (2) spouses work in the Lake of the Woods School system, they may select either two (2) single plans or one (1) family plan.

Eligibility is subject to any limitations contained in the contract between the insurance carrier and the School District.

An employee is eligible for School District contribution as provided in this article as long as the employee is employed with the School District. Upon termination of employment, all School District contribution shall cease as of the date of termination. An employee who has completed a full year of employment a Cafeteria Contribution for a period not to exceed coverage through August 31 of that year.

Pro-rated benefits will be paid to Part time employees under this article in proration to full time employees.

Section D

Regular employees who work half time or more shall be covered on a pro-rata

basis of full-time employees.

Section E.

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

ARTICLE 12
COURT APPEARANCE

Section A.

With school connected court appearances, there will be no loss of salary or leave days unless the employee is bringing action against the School District. In those instances, only vacation leave may be used.

Section B.

Jury Duty salary deduction will be equal to the amount of pay he/she receives for her jury duty services. This cannot be considered personal leave.

ARTICLE 13
SENIORITY

Section A.

Seniority for all employees in this group shall begin on July 1, 2012.

Section B.

An employee shall lose his/her seniority standing upon voluntary resignation/termination from employment.

Section C.

In the event of a layoff or the elimination of a position, employees shall be entitled to any available position if they have the necessary qualifications as determined by the Employer to perform the duties of the job. Determination of qualifications is not subject to the grievance procedure. Employees will retain rights to recall for eighteen (18) months from their date of layoff. Employees refusing to accept a similar position with similar pay, hours and benefits, shall forfeit all rights to recall.

Section D.

A seniority list of Local 3452 members shall be presented by the School District once a year in the first week of June to Local 3452 and its officers. Local 3452 members will have 30 days time in which to make any corrections to the list, after which time dates shall stand as shown on the list.

Section E.

Notice of all vacancies and newly-created positions shall be posted on employee bulletin boards, and the employees shall be given five days time in which to make application to fill said vacancy or new position. The senior employee making application shall be transferred to fill the vacancy or new position, provided he/she has the necessary qualifications to perform the duties of the job involved. The School District shall make the determination as to whether or not an applicant possesses the necessary qualifications. Determination of qualifications is not subject to the grievance procedure.

ARTICLE 14
DISCIPLINE

Section A.

The School Board maintains the right to discipline and/or discharge any employee for just cause. An employee shall have the right to question or dispute such disciplinary action in accordance with Article 15 of this agreement.

Section B.

The employer will discipline for just cause only. Discipline will be in one or more of the following forms:

1. Oral Reprimand
2. Written Reprimand
3. Suspension with or without pay
4. Discharge

ARTICLE 15
GRIEVANCE PROCEDURE

Section A. - Definition and Interpretations:

- Subd. 1 Grievance: A "grievance" shall mean an allegation in writing by an employee that the employee has been injured as a result of a dispute or disagreement between the employee and the School District as to the interpretation or application of specific terms and conditions contained in this Agreement.

- Subd. 2 Representative: The grievant, 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 that party's behalf.
- Subd. 3 Extension: Time limits specified in this Agreement may be extended by mutual written agreement.
- Subd. 4 Days: Any reference to days regarding time period in this procedure shall refer to working days. A "working day" is defined as all weekdays not designated as holidays by state law.
- Subd. 5 Filing and Postmark: The filing or service of any notice or document herein shall be timely if it is personally served or it bears a postmark of the United States Postal Service within the time period.

Section B. - Time Limitation and Waiver: A grievance shall not be valid for consideration unless the grievance is submitted in writing, signed by the grievant, to the School District's designee, setting forth the facts and the specific provision(s) of the Agreement allegedly violated and the particular relief sought within fifteen (15) days after the date that the first event giving rise to the grievance occurred. Failure to file any grievance within the time periods hereinafter 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 C. - Adjustment of Grievance: The School District and the employee shall attempt to adjust all grievances which may arise during the course of employment of that employee within the School District in the following manner:

Subd. 1. Level 1: If the grievance is not resolved through informal discussion, School District Superintendent shall give a written decision on the grievance to the parties involved within ten (10) days after receipt for the written grievance.

Subd. 2. Level II: 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 (5) days after the receipt of the decision in Level I. 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 or at the next regularly scheduled School Board meeting. Within twenty (20) days after the meeting, the School Board shall issue its decision in writing to the parties involved. At the option of the School Board, a committee or representative(s) of the School Board may be designated by the School Board to hear the appeal at this level and report the findings and recommendations back to the School Board. The School Board shall then render its decision.

Section D. - Denial of Grievance: Failure by the School Board or its representative(s) to issue a decision within the time period provided constitutes a denial of the grievance by the District and the union shall be entitled to bring the grievance to the next level.

Section E. - Arbitration Procedures: In the event that the employee and the School Board are unable to resolve the grievance at Level II, the grievance may be submitted to arbitration as explained herein:

Subd. 1. - Request: A request to submit a grievance to arbitration must be 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 II of the grievance procedure.

Subd. 2 - Prior Procedure Required: No grievance shall be considered by the arbitrator which has not 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 thirty (30) days after the request to arbitrate, agree upon the selection of an arbitrator from a list provide by the Commissioner of the Bureau of Mediation Services pursuant to PELRA. The order of striking will be determined by lot.

Subd. 4. - Hearing: The grievance shall be heard by a single arbitrator and both parties and may be represented by such person(s) 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 issue before the arbitrator.

Subd. 5 - Decision: 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 in PELRA.

Subd. 6 - Expenses: Expenses relating to the party's representatives, witnesses, and any other expenses which the individual party incurs in connection with presenting its case in arbitration shall be paid by the individual party. The parties shall share equally the fees and expenses of the arbitrator, the cost of the transcript or recording if requested by both parties, and any other expenses which the parties mutually agree are necessary for the conduct of the arbitration.

Subd. 7 - Jurisdiction: The arbitrator shall have jurisdiction over disputes or

disagreements relating to grievances properly before him/her pursuant to the terms of this procedure. The jurisdiction of the arbitrator shall not extend to proposed changes in terms and conditions of employment as defined herein and contained in this written Agreement; nor shall an arbitrator have jurisdiction over any grievance which has not been submitted to arbitration in compliance with the terms of the grievance and arbitration procedure as outlined herein; nor shall the jurisdiction of the arbitrator extend to matters of Inherent managerial policy which shall include, but are not limited to, such areas of discretion or policy as the functions and programs of the School District, its overall budget, utilization of technology, the organizational structure, and selection, 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 School District to efficiently manage and conduct its operation within the legal limitations surrounding the financing of such operations.

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

ARTICLE 16 WORKERS COMPENSATION PAYMENTS

Pursuant to Minnesota Statute Chapter 176, an employee injured on the job in the service of the School District and collecting worker's compensation insurance, shall 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. Such payments from employee's accumulated sick leave shall not result in the employee receiving a wage greater than he/she would have earned had he/she been actively working for the School District, such payments shall be charged against the employee's accumulated sick leave.

Article 17 GENERAL PROVISIONS

Section A.

403(B) Plan: All employees shall be eligible to participate via payroll deduction to a qualified 403(b) tax deferred annuity. The School District shall contribute one dollar to the same annuity, up to a maximum monthly contribution of ninety dollars (\$90.00) per month.

Section B.

The district shall pay the professional dues/membership to the appropriate professional organizations for all employees and in addition shall pay all valid expenses for attendance at professional conferences and meetings when attendance is required, directed or permitted by the Superintendent. The employee shall file itemized expense statements to be processed and approved as provided by law.

Section C.

The Head Cook will receive two-hundred fifty dollars (\$250) per year to purchase shoes and uniforms. The Pool Coordinator/Lifeguard will receive two hundred twenty-five dollars (\$225) per year for the necessary uniforms.

ARTICLE 18
SALARIES

Section A.

The School District reserves the right to adjust the pay cycle on a yearly basis to meet the needs of the District. The District may elect to go to two paydays per month (15th and first day) or remain with one payday per month (15th). If any payday falls on a Saturday, Sunday, or holiday, the payday shall occur on the last preceding business day.

Section B.

All employee base salaries will increase by 2% on July 1, 2017 and by 2% on July 1, 2018.

<u>Title</u>	<u>Effective Date</u>	<u>2% Increase</u>
Office Manager/Administrative Assistant (Cynthia McDougall)	July 1, 2017	\$35,190.00
Technology Coordinator (William Chambers)	July 1, 2017	\$50,785.32
Supervisor Transportation/Bldgs & Grounds (Reed McFarlane)	July 1, 2017	\$68,603.20
Pool Coordinator/Lifeguard (Lisa Beckstrand)	July 1, 2017	\$50,887.42
Community Ed. Coordinator/Lunch Coord..	July 1, 2017	\$46,455.41

(Cece Charlton)
Head Cook
(Jacqueline Pearson)

July 1, 2017

\$32,731.05

Title

Effective Date

2% Increase

Office Manager/Administrative Assistant
(Cynthia McDougall)

July 1, 2018

\$35,893.80

Technology Coordinator
(William Chambers)

July 1, 2018

\$51,801.03

Supervisor Transportation/Bldgs & Grounds
(Reed McFarlane)

July 1, 2018

\$69,975.26

Pool Coordinator/Lifeguard
(Lisa Beckstrand)

July 1, 2018

\$51,905.17

Community Ed. Coordinator/Lunch Coord,
(Cece Charlton)

July 1, 2018

\$47,384.52

Head Cook
(Jacqueline Pearson)

July 1, 2018

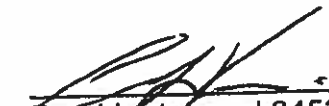
\$35,142.80

ARTICLE 19
DURATION

This Agreement shall remain in effect for the period of, July 1, 2017 to June 30, 2019 and from year to year thereafter unless either party gives notice to the other party at least thirty (30) days prior to the renewal date of its desire to amend said Agreement.

Local 3452, American Federation
of State, County & Municipal
Employees, AFL-CIO

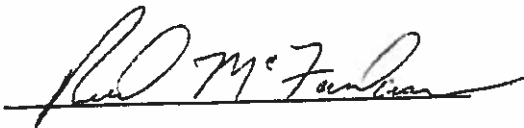
School Board
Independent School District
No. 390 Baudette, MN



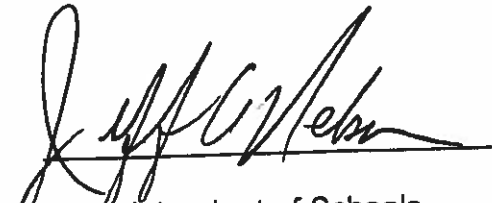
President, Local 3452, AFSCME
AFSCME 65-USA 100



Chairman, School Board



Staff Representative



Superintendent of Schools

(Cece Charlton)
Head Cook
(Jacqueline Pearson)

July 1, 2017

\$32,731.05

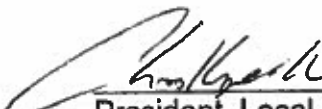
<u>Title</u>	<u>Effective Date</u>	<u>2% Increase</u>
Office Manager/Administrative Assistant (Cynthia McDougall)	July 1, 2018	\$35,893.80
Technology Coordinator (William Chambers)	July 1, 2018	\$51,801.03
Supervisor Transportation/Bldgs & Grounds (Reed McFarlane)	July 1, 2018	\$69,975.26
Pool Coordinator/Lifeguard (Lisa Beckstrand)	July 1, 2018	\$51,905.17
Community Ed. Coordinator/Lunch Coord, (Cece Charlton)	July 1, 2018	\$47,384.52
Head Cook (Jacqueline Pearson)	July 1, 2018	\$35,142.80

ARTICLE 19
DURATION

This Agreement shall remain in effect for the period of, July 1, 2017 to June 30, 2019 and from year to year thereafter unless either party gives notice to the other party at least thirty (30) days prior to the renewal date of its desire to amend said Agreement.

Local 3452, American Federation
of State, County & Municipal
Employees, AFL-CIO

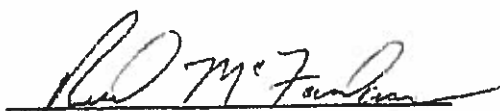
School Board
Independent School District
No. 390 Baudette, MN



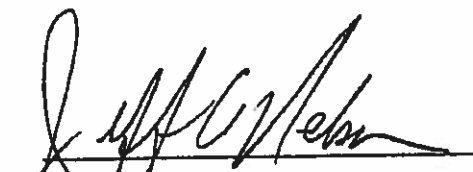
President, Local 3452, AFSCME
AFSCME 65 Local Rep



Chairman, School Board



Staff Representative



Superintendent of Schools