

MASTER AGREEMENT

between

**INDEPENDENT SCHOOL DISTRICT #317
DEER RIVER, MINNESOTA**

and

**MINNESOTA COUNCIL 65, AMERICAN FEDERATION OF STATE, COUNTY AND
MUNICIPAL EMPLOYEES,
AFL-CIO
LOCAL UNION NO. 498**

July 1, 2016 through June 30, 2018

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AGREEMENT

ARTICLE I PURPOSE

Section 1. Parties

This Agreement is entered into between Independent School District #317, Deer River, Minnesota, hereinafter referred to as the School District, and Minnesota Council 65, AFSCME, AFL-CIO, Local Union 498, hereinafter referred to as the exclusive representative, pursuant to and in compliance with the Public Employment Labor Relations Act of 1971 as amended, hereinafter referred to as the P.E.L.R.A., to provide the terms and conditions of employment for all employees who are covered by this bargaining Agreement during the duration of this Agreement.

ARTICLE II RECOGNITION OF EXCLUSIVE REPRESENTATIVE

Section 1. Parties

In accordance with PELRA, the School District recognizes Local Union No. 498, Minnesota Council 65, AFSCME, AFL-CIO, as the exclusive representative for collective bargaining purposes for all employees of Independent School District #317, Deer River, Minnesota, who are not required to be licensed by the State of Minnesota, whose employment service exceeds the lesser of fourteen (14) hours per week or 35 percent of the normal work week and more than 67 work days per year, in a single classification, excluding supervisory and confidential employees. Paraprofessionals, Student Support Services, Transportation/Grounds-Maintenance, Food Service, Custodial and Clerical are the classifications to which exclusive representative shall have those rights and duties as prescribed by PELRA and as described in the provisions of this Agreement.

Section 2. Appropriate Unit

The Board shall not enter into any agreements with the employees coming under the jurisdiction of this Agreement, either individually or collectively, which in any way conflict with the terms and conditions of this Agreement.

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 other than employer payment of, or contributions to, premiums for group insurance coverage of retired employees or severance pay, and the employer's personnel policies affecting the working conditions of the employees and is subject to the provisions of PELRA.

Section 2. School District

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

Section 3. Other Terms

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

Section 4. Definitions of Employees

- A. **Full-time Employee:** An employee who works twelve (12) months per year and at least seven (7) hours per day.
- B. **Part-time Employee:** An employee who works less than seven (7) hours per day and twelve (12) months per year.
- C. **Full-time School Term Employee:** An employee who works not less than seven (7) hours per day during the school term.
- D. **Part-time School Term Employee:** An employee who works less than seven (7) hours per day during the school term. Pro rata based on seven (7) hours.

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 Board to efficiently manage and conduct the operation of the School District within its legal limitations and with its primary obligation to provide educational opportunity for the students of the School District.

Section 3. Effect of Laws, Rules and Regulations

The exclusive representative recognizes that all employees covered by this Agreement shall perform the services and duties 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, or alter any of, the terms of this Agreement.

Section 4. Reservation of Managerial Rights

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

ARTICLE V
EMPLOYEE RIGHTS

Section 1. Right to Views

Pursuant to PELRA, nothing contained in this Agreement shall be construed to limit, impair or affect the right of any employee or his representative to the expression or communication of a view, grievance, complaint or opinion on any matter related to the conditions or compensation of public employment or their betterment, so long as the same is not designed to and does not interfere with the full, faithful and proper performance of the duties of employment or circumvent the rights of the exclusive representative.

Section 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 to 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

In recognition of the Union as the exclusive representative:

Subd. 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; and the deduction of dues shall commence 30 working days after initial employment with the Employer, and

Subd. 2. The Employer shall remit such deductions to AFSCME Council 65 Administrative Office (118 Central Avenue, Nashwauk, MN 55769) 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

Subd. 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 4. Fair Share Fee/Agency Fee

The Union may collect an Agency fee or Fair Share Fee, in an amount determined 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. 179A06, Subd. 3.

Section 5. Hold Harmless Agreement

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 VI
RATES OF PAY**

Section 1. Rates of Pay

Subd. 1. Schedule

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

Subd. 2. Duration

During the duration of this Agreement, advancement on any salary schedule shall be subject to the terms of this Agreement. In the event a successor Agreement is not entered into prior to the expiration of this Agreement, an employee shall be compensated according to his current rate until a successor Agreement is executed.

Subd. 3. Long-term Substitutes

Substitutes who at the time of employment are known to be replacing the same non-certified staff member for more than thirty (30) days or who substitutes in the same position for 31 days shall be placed on the salary schedule under the correct grade, year 1.

**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. Establishment Of VEBA with Health Reimbursement Arrangement For Active Employees

Subd. 1. Establishment of VEBA: Effective January 1, 2006, Employer shall make available a VEBA Plan and Trust described in summary and attached hereto as VEBA APPENDIX E, to all qualified bargaining unit members [and eligible retirees] who exercise their option to enroll in the high deductible health insurance program offered in Section 4, Subdivision 2 of this Article. Employer and employees assent to and ratify the appointment of the trustee and plan administrator for the VEBA Plan and Trust identified in VEBA APPENDIX E. It is intended that this arrangement constitute a voluntary employees' beneficiary association under Section 501(c)(9) of the Internal Revenue Code.

If the Employer maintains a cafeteria plan with a health flexible spending account (an "FSA"), the Employer will specify in the Adoption Agreement for the VEBA Plan document, before the first day of the FSA plan year, that eligible health expenses will be paid from the FSA first, until an individual's FSA account is exhausted, and from the VEBA Plan second. Employer agrees to take such steps as are necessary to achieve reimbursement of eligible health expenses from the FSA first, including amending the FSA or VEBA Plan so that their plan years begin and end on the same date. During any transition period in which the desired ordering rule is not available, reimbursements under the VEBA Plan will be limited to reimbursements of eligible health expenses that reduce the deductible under the high deductible health insurance program offered in Subd. 4, b. of this Article.

The VEBA Plan year will begin and end on the same dates as the high deductible health insurance program offered in Section 4, Subdivision 2 of this Article.

Subd. 2. Benefits provided through the VEBA. Employer shall provide the following welfare benefit arrangement through the VEBA Plan:

A health reimbursement arrangement for active employees described in summary and attached as VEBA APPENDIX D.

Subd. 3. Payment of Administrative Fee. Administrative fees allocable to individual accounts of active employees who are active participants in the VEBA Plan shall be paid from the employer VEBA account. Administrative fees allocable to individual accounts of active employees who have accrued a balance in the VEBA Plan but change coverage, so that they are no longer entitled to employer contributions, shall be paid: from the employee VEBA account. Administrative fees allocable to the individual accounts of former employees shall be paid from the employee VEBA account. Administrative fees allocable to the individual accounts of retirees shall be paid from the employee VEBA account. If the VEBA Plan is terminated, or if Employer Contributions cease by agreement between the parties, administrative fees shall be paid from the employee VEBA account.

Subd. 4. Employer Contributions to the Health Reimbursement Arrangement for Active Employees:

a. Contributions to the Active Employees' Plan

Employer will make a monthly contribution amount to individual accounts under the health reimbursement arrangement for qualifying bargaining unit members in accordance with the following schedule:

\$125.00 per month (up to \$1,500.00 annually) for each qualified employee who elects single coverage under the group health plan described in Subdivision 2; and

\$175.00 per month (up to \$ 2,100.00 annually) during fiscal year 2017, and **\$200. 00 per month (up to \$2.400.00 annually)** during fiscal year 2018 for each qualified employee who elects family coverage under the group health plan described in Subdivision 2.

The contribution will be made on a monthly basis over the VEBA Plan year. If a participant in the VEBA Plan is entitled to receive an annual contribution that is prorated on a monthly basis over the VEBA Plan year, and the participant incurs one or more claims for an eligible health expense that exceeds the participant's account balance in the VEBA Plan, the Employer may, at the participant's hardship case request, accelerate its prorated contribution for that year to the extent necessary to reimburse the participant for the claim. The total contribution for such a participant shall in no event exceed the contribution to which he or she was originally entitled to for that year.

If a qualified bargaining unit member [or retiree] enters the VEBA Plan as a participant on a date after the first day of the VEBA Plan year, the Employer shall prorate the amount of the Employer Contribution to reflect the late entry. If the participant incurs one or more claims for an eligible health expense that exceeds the participant's account balance in the VEBA Plan, the Employer may, at the participant's hardship case request, increase its contribution for that year to the extent necessary to reimburse the participant for the claim, but not exceeding the contribution made to similarly situated participants who entered the VEBA Plan on the first day of the VEBA Plan year. The participant shall be entitled to the same rights of similarly situated employees to accelerate future employer contributions that are prorated over the VEBA Plan year.

All contributions on behalf of a VEBA Plan participant shall cease on the date the participant is no longer covered under the high deductible health plan in Subdivision 2 below.

b. High Deductible Health Plan

Employer shall make available a high deductible health plan described in summary and attached hereto as Appendix E, to all qualified bargaining unit members who elect to participate in said plan. With respect to qualifying bargaining unit members, for the 2016-2017 contract year, the Employer shall contribute an amount not to exceed \$545.00 towards the monthly premium cost for single group health coverage, and \$900.00 towards the monthly premium cost for family group health coverage. For the 2017-2018 contract year, Employer shall contribute an amount not to exceed \$570.00 towards the monthly premium cost for single group health coverage and \$925.00 towards the monthly premium cost for family group health coverage.

Section 3. Establishment Of Minimum Value Plan with Health Savings Account For Active Employees

Subd.1. Establishment of MVP: Employer shall make available a Minimum Value Plan with Health Savings Account (HSA) to all qualified bargaining unit members (and eligible retirees) who exercise their option to enroll in such plan.

Subd.2. Payment of Administrative Fee: Administrative fees allocable to individual HSA accounts of employees who are active participants in the MVP plan shall be paid in accordance with the agreement set forth in Section 2, Subd. 3 of this Article.

Subd.3. Employer Contributions to the Health Savings Account for Active Employees: Employer will make a monthly contribution to individual HSA accounts for qualifying bargaining unit members in accordance with the schedule set forth in Section 2, Subd. 4, paragraph a. of this Article.

Subd.4. Employer Contributions toward Premium: Employer shall contribute an amount toward the monthly premium for all qualified bargaining unit members who elect to participate in said plan in accordance with the schedule agreed to in Section 2, Subd.4, paragraph b. of this Article.

Section 4. Dental Insurance

The School District agrees to provide single and family dental coverage.

Subd. 1. Contribution Rate

The School District shall contribute \$40.00 per month during the contract term from July 1, 2016 through June 30, 2018, for all full-time employees. Part-time employees shall receive a pro-rata premium participation by the District. School District premium participation shall be on a twelve-month basis for all eligible 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 as agreed to herein, and no claim shall be made against the School District as a result of a denial of insurance benefits by an insurance carrier.

Section 6. District Contribution and Eligibility

Subd. 1.

An employee is eligible for School District contribution as provided in this Article as long as the employee is employed on paid status by the School District and is enrolled in the District's group health and hospitalization insurance plan. Upon termination of employment, all District contribution shall cease. Individuals may continue in the group insurance coverage at their own cost for a period of up to 18 months in accordance with COBRA. Premiums must be pre-paid to the District Office by the 22nd of each month preceding the month of coverage.

Subd. 2.

Beginning with the 2002-03 contract year, all newly hired employees shall receive School District contributions to premiums based on the number of months worked (i.e., twelve months, equals twelve month participation, pro-rated on hours worked; school year, nine months equals nine month participation, pro-rated on hours worked).

Section 7. Life Insurance

The School District shall contribute up to \$102.00 per year toward the purchase of \$50,000 term life insurance with the remainder to be borne by the employee.

Section 8. Long-term Disability Insurance

The School District shall contribute the total dollar amount per month toward the premium of each employee enrolled in the School District group long term disability income plan during the 2016-2018 contract years.

Section 9. Eligibility

Benefits in this Article are designed for personnel as specified in each Section of Article VII.

ARTICLE VIII LEAVES OF ABSENCE

Section 1. Sick leave

Subd. 1. Earning

All employees shall earn sick leave at the rate of one (1) day per month of service, accumulative to 140 working days. The one (1) day per month shall be equivalent to the hours worked per day. Annual sick leave shall accrue monthly as it is earned on a proportionate basis to the employee's work year.

Subd. 2. Use

Sick leave with pay shall be allowed whenever an employee's absence is found to have been due to the employee's illness and/or disability, which prevented attendance at school and performances of duties on that day or days. Pursuant to M.S. 181.9413 (with spouse and parent added), an employee may use sick leave for absences due to an illness of or injury to the employee's child, spouse or parent for such reasonable periods as the employee's attendance with the child, spouse or parent may be necessary on the same terms the employee is able to use sick leave benefits for the employee's own illness or injury.

Subd. 3. Medical Certificate Requirement

The School District may require an employee to furnish a medical certificate from a qualified physician as evidence of illness if a pattern of absences occurs, 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.

Subd. 4. Accrual

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

Subd. 5. During Vacation

If an employee becomes ill or is injured while on vacation, the scheduled vacation time is counted as vacation; and, if the disability continues beyond the scheduled time of vacation, sick leave pay (any remaining sick leave credit) will begin on the first consecutively scheduled working day after the end of the scheduled vacation.

Subd. 6. Procedure

Sick pay shall be approved only upon submission of an absence request to the absence reporting system used by the district and subsequent approval of the leave request by a building or district administrator. Any employee absent without approved leave shall be subject to disciplinary action and/or wage deduction.

Subd. 7. Balance Notification

Sick leave and vacation day balance notices are to be available in electronic format. Paper copies of balances will be made available upon written request.

Subd. 8. Donations

An employee may donate up to three (3) sick days per year total for employees within the bargaining unit who have exhausted all sick leave, personal leave, and/or vacation and who encounter a catastrophic medical condition as determined by the district.

Section 2. Worker's Compensation

Pursuant to M.S. 176, an employee injured on the job in the service of the School District and collecting Worker's Compensation insurance, may draw sick leave and receive full salary from the School District, their 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 their accrued sick leave.

Section 3. Medical Leave

Subd. 1. Qualifications

An employee who has completed their probationary period who is unable to perform their duties because of illness or injury, and who has exhausted all sick leave credit available, or has become eligible for long term disability compensation, may, upon request, be granted a medical leave of absence, without pay, up to six (6) months. This leave may be renewed at the discretion of the School District.

Subd. 2. Request Procedure

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 his normal responsibilities.

Subd. 3. Credit

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

Subd. 4. Unpaid Leave

A leave of absence shall be granted by mutual agreement of the Board and the Union. An employee shall not lose any seniority while on an approved leave of absence.

Section 4. Personal Leave

Subd. 1. Accrual

An employee may be granted a leave at the discretion of the Superintendent or his designated representative of no more than three (3) days per year, two (2) of which may accumulate to the next year, to a maximum of five (5) days. Regular twelve (12) month employees are granted personal leave days beginning July 1 of each year. School term employees are granted personal leave days beginning September 1 of each year.

Subd. 1a. Fifteen Year Additional Day

After fifteen (15) years of service, an employee will be granted one (1) additional day of personal leave. The total of accumulated days shall not exceed five (5).

Subd. 1b. Twenty-five Year Additional Days

After twenty (25) years of service, an employee will be granted two (2) additional day of personal leave. The total of accumulated days shall not exceed five (5).

Subd. 2. Request Timeline

Requests for personal leave must be entered into the absence reporting system used by the district at least three (3) days in advance. Leave shall only be granted upon approval by a building or district administrator and is contingent upon the employee securing a substitute when required, as determined by a building or district administrator. Any employee absent without approved leave shall be subject to disciplinary action and/or wage deduction.

Subd. 3. Leave Restrictions

A personal leave day shall not be granted during the first week nor the last week of the school year, unless prior approval has been given.

Subd. 4. Union Leave

A public employer must afford reasonable time off to elected officers or appointed representatives for the purpose of conducting the duties of the exclusive representative and must, upon request, provide an unpaid leave of absence to elected or appointed officials of AFSCME for a total of 2 employee days. The employee may use personal leave time for these days.

Section 5. Bereavement Leave

An employee will be granted up to four (4) days of bereavement leave annually in the event of the death of a member of the employee's immediate family. Immediate family will be defined as spouse, children, parents, siblings, grandparents, grandchildren, corresponding in-laws, and guardian. An employee will be granted one (1) day of bereavement leave annually in the event of the death of a non-family member. Any additional days granted will be deducted from salary at the current daily rate. Bereavement leave will be deducted from accumulated sick leave.

Section 6. Unpaid Leave

Employees may be granted unpaid leave at the discretion and prior approval of the District. Unpaid hourly and benefit rates will be deducted on the payroll following the dates unpaid leave time was taken.

Section 7. Family and Medical Leave

Subd. 1. Purpose:

Pursuant to the Family and Medical Leave Act, 29 U.S.C. 1201 et. Seq., an eligible employee shall be granted, upon written request, up to a total of twelve (12) weeks of unpaid leave per year in connection with

- (1) the birth and first year care of a child;
- (2) the adoption or foster placement of a child;
- (3) the serious health condition of an employee's spouse, child, or parent and;
- (4) the employee's own serious health condition.

Subd. 2. Salary and Fringe Benefits

Such leave shall be unpaid, except an eligible employee, during such leave, shall be eligible for regular School District group health and hospitalization insurance contributions as provided in this Agreement for a period of the leave, but not to exceed twelve (12) weeks, per year, notwithstanding any other provisions of this Agreement.

Subd. 3. Eligibility

To be eligible for the benefits of this section and insurance contributions, an employee must have been employed by the School District for the previous twelve (12) months and must have been employed for at least 1,250 hours during such previous twelve-month period.

Subd. 4. Paid Leave Under Contract

While FMLA leaves, except for eligible insurance contributions as provided in Subd. 2. hereof, are unpaid, nothing herein shall preclude an employee from utilizing paid leave otherwise provided in this Agreement, provided the employee qualifies for the paid leave; i.e., sick leave or personal leave or vacation leave, pursuant to the provisions of this Agreement governing such leaves. Moreover, nothing herein, or any other provisions of this Agreement, shall be construed to require the School District to combine leaves for a period of time that exceeds the leave provided by this section or the period of time for leaves provided in other sections of this Agreement.

Subd. 5. Notification

The employee will provide at least thirty (30) days of written notice of request for leave when the reason for the leave is foreseeable. The employee shall further make reasonable effort to schedule any treatment so as to minimize disruption of the work of the School District.

Section 8. Military Leave

Military leave shall be granted pursuant to applicable law.

Section 9. Jury Service

An employee who serves on jury duty shall be granted the day or days necessary as stipulated by the court to discharge this responsibility without any salary deduction or loss of basic leave allowance. The compensation received for jury duty service shall be remitted to the School District. Employees who are excused for an entire day or part thereof shall promptly report for duty after being excused by the court.

Section 10. 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 to the School District the monthly premium in advance.

Section 11. Physicals

The Board will pay for all physical examinations required by the School Board, the State Board of Education, or any state rules and regulations.

**ARTICLE IX
HOURS OF SERVICE**

Section 1. Basic Work Week

The normal work week for regular full-time employees as defined in Article III, Section 4A, shall be forty-(40) hours per week unless mutually agreed upon.

Section 2. Overtime

All hours worked in excess of forty (40) hours per week shall be paid at time and one half (1.5) the applicable hourly rates of pay at the end of each pay period.

Section 3. Shifts and Starting Time

All employees will be assigned starting time and shifts as determined by the School District. There shall be no split shifts or split days off for any employee covered by this Agreement, except by mutual agreement between the Union and the designated School District representative.

Section 4. Lunch Period

Shifts shall be 8-1/2 hours long. Two fifteen (15) minute breaks shall be allowed per shift. One half-hour lunch break shall be taken as an unpaid break. Employees who work over four (4) hours per day shall receive a paid fifteen (15) minute rest break.

Section 5. School Closing

Subd. 1. Procedures

All school term employees (i.e., paras, school year secretaries, cooks, interventionist and nurse interventionist) shall be paid for all scheduled student contact days as determined by the school calendar. In the event of a change in the number of student days (i.e., school closings or calendar changes), these employees will be given the option of (1) making up that day or time on a non-student day, (2) taking a deduction for that day, or (3) taking a personal day on that day.

**ARTICLE X
HOLIDAYS**

Section 1. Paid Holidays

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

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

Section 2. School in Session

The employee shall be given a floating holiday to be used on a non-student day when either:

- a) Any of the above mentioned paid holidays fall on a Saturday or Sunday and the preceding Friday or the following Monday are not observed as a paid holiday, or
- b) Presidents' Day or Easter Monday falls on a day when school is in session.

Any legal holiday or any holiday which falls within an employee's vacation period shall not be counted as a vacation day.

Section 3. Application

In order to be eligible for holiday pay, an employee must have worked a regular work day the day before and the day after the holiday unless on an excused illness, leave, or on vacation under these provisions.

Section 4. Eligibility

Holiday benefits as defined in this article shall apply only to those full-time employees who work at least thirty (30) hours per week on a regular basis and shall not apply to substitute or temporary employees. Part-time employees who are employed an average of at least twenty (20) hours per week and at least the regular school year shall be eligible for partial benefits proportional to the extent of their employment. Part-time employees employed less than an average of twenty (20) hours per week or less than the regular school year shall not be eligible for any benefits pursuant to this article.

**ARTICLE XI
VACATIONS**

Section 1. Earned Vacations

All year round employees shall earn vacation with pay in accordance with the following schedule.

<u>WEEKS OF VACATION</u>		<u>SCHOOL YEARS OF CONTINUOUS SERVICE</u>
One (1)	after	One (1)
Two (2)	after	Two (2)
Three (3)	after	Eight (8)
Four (4)	after	Twelve (12)
Five (5)	after	Eighteen (18)

Section 2. Accrual

Vacation accrual is based on an employee's FTE.

Vacation time will accrue on July 1 of each year and must be used in the next 12 months.

First year employees who do not complete a full year of service prior to July 1 will receive a prorated amount of vacation on July 1.

Section 3. Use

Preapproval requests are to be presented to the employee's supervisor for approval at least three days in advance of the requested dates of absence. In determining vacation periods, the wishes of the employees will be respected as to the time of taking vacation, insofar as the needs of the service will permit, it being understood that the rights of the senior employee will prevail in the selection of vacation time when agreement cannot be reached among the employees.

Section 4. Resignation or Termination

If an employee resigns before completing their first full year of service, the employee shall not be entitled to any vacation pay. An employee who has completed at least one (1) year of service shall be entitled to receive the pro-rata pay of unused vacation time provided such employee provides the School District with at least two (2) weeks' advance, written notice of the resignation time. Upon termination of employment, for any cause, employee shall be paid for any accumulated vacation credit, including pro rata payments for periods of less than one year.

Section 5. Carryover

Vacation time balance shall not carryover from one year to another unless mutually agreed upon in writing by the employee and the District.

ARTICLE XII PROBATIONARY PERIOD

Section 1. Probationary Period

An employee under the provisions of this Agreement shall serve a probationary period of six (6) months 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. By mutual agreement, the School District may extend the probationary period by an additional ninety (90) days. A probationary employee shall have the right to bring a grievance on any other provisions of the contract alleged to have been violated.

Subd. 1a. Completion of Probationary Period

An employee who has completed the probationary period may be suspended without pay or discharged only for cause.

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 probationary period of three (3) calendar months in any such new classification. During this three (3) months 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 his former classification. The employee, during this period, shall be allowed to return to his/her former classification or position if he/she chooses to do so.

ARTICLE XIII SENIORITY

Section 1. 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 day of service in the Union posted position. If more than one employee commences work on the same date, seniority ranking shall be in alphabetical order by last name.

Section 2. Eligibility

Seniority standing shall be granted to all employees who have met the criteria of Section 1. Seniority shall mean seniority only in the classification for which the employee was hired and is or has worked and shall be so designated in the seniority list.

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, providing permanent full-time positions are not eliminated and replaced by part-time personnel.

Section 4. Layoff and Rehire Procedure

In the event of a layoff, employees shall be laid off according to the inverse order of seniority. Employees shall be rehired according to seniority in their inverse order of lay offs for a period of two (2) years. Employees who are offered a position for which they are qualified and in the category in which they were laid off (i.e., para for a Para, and are not physically incapable of accepting the offer, can decline one (1) time. The second time a position is offered and is declined, the employee shall be

considered as having resigned. Notice of Recall shall be sent to employees at their last known address as provided by the employee by registered or certified mail. If the employee fails to respond to the District within ten (10) working days from the date of mailing of Notice of Recall, the employee shall be considered as having resigned.

Section 5. Seniority Preference

In the case of a reduction in force, the elimination of a position, a single change of more than thirty (30) minutes per day, or a change that results in the position differing by more than 45 minutes per day for that school year, a senior employee may exert his or her seniority preference over a junior employee within the classification that the employee is currently employed. The most senior employee shall be given preference on extra non-academic time.

Section 6. Inter Staff Substituting

An employee assigned by the School District to fill in for an absent employee on a temporary basis (minimum of one full shift) shall be paid the higher of either the employee's regular hourly rate or the hourly rate (using the assigned employee's normal step placement) in the classification to which the employee is temporarily assigned for all hours worked in the temporary assignment.

Section 7. Vacancies

Notices of all vacancies and newly created positions shall be posted on employee bulletin boards, and the employees shall be given ten (10) days time in which to make application to fill the vacancy or new position, provided he/she has the necessary qualifications to perform the duties of the job involved. Job postings that occur during the summer will be mailed to one representative from each building for dissemination to staff. The District shall make the determination as to whether or not the applicant possesses the necessary qualifications. In the event the Union does not concur in the determination, the applicant shall have the right of appeal through the normal grievance procedure. The District retains management rights of hiring as noted in this section and hiring decisions are not greivable. Newly created positions or vacancies are to be posted in the following manner: the type of work, the place of work, the rate of pay, the hours to be worked, and the classification.

Section 8. Seniority List

The seniority list shall be brought up to date by January 1 of each calendar year. Copies of the seniority list shall be sent to the employees in January. Employees shall have thirty (30) days from the date of the initial posting to notify the District of any disagreement over the seniority list. The seniority list shall be posted on employees bulletin boards after verification has been made. A copy of the seniority list shall be sent by mail to the Secretary and the President of the Union.

Section 9. License Accommodations

Employees posting into a position within their specific job classification which requires a special license or training shall have six (6) months to obtain the necessary license or training. An employee who possesses a specific license or certification upon hire shall maintain that license or certification unless the district determines that the license or certification is no longer necessary, required, or germane to their position. Any employee who lets a necessary, required, or germane license or certification lapse shall have six (6) months to reacquire their certification or licensure or shall be subject to dismissal or reassignment.

**ARTICLE XIV
SICK LEAVE BUYOUT**

Section 1. Employees hired prior to September 1, 2002

Subd. 1. Post Retirement Health Savings

Employees shall receive as a post retirement health benefit 50% of their accrued unused sick leave calculated at the current daily rate deposited into a health savings account (MSRS) not to exceed seventy (70) days provided they have served a minimum of ten (10) years of service with the School District.

Subd. 2. Sick Leave Buyout

Employees shall receive as sick leave buyout 50% of their accrued unused sick leave calculated at the current daily rate, not to exceed seventy (70) days provided they have served a minimum of ten (10) years of service with the School District.

Subd. 3. Medical Insurance Continuation Qualification and Duration

Retirees may continue to participate in the group medical insurance coverage at their own expense for up to seven (7) years, providing the retiree has completed fifteen (15) year of service with the District. Premiums must be pre-paid to the District Office prior to the 22nd day of the month preceding the month of coverage.

Subd. 4. Death Prior to Disbursement

In the event of a retirees death before the sick leave buyout pay has been distributed, that balance shall be paid to a named beneficiary or to the deceased's estate.

Subd. 5. 403B Match Contribution Offset

Employees hired before September 1, 2002 can elect to participate in the 403b match with the understanding that District match monies will be deducted from the Sick Leave Buyout Section 1, Subd. 1 and Subd. 2.

Section 2. Employees hired after September 1, 2002

Subd. 1. 403B Matching Contribution Eligibility

Beginning September 1, 2002, employees who are regularly employed and who have completed at least five (5) years of service with Independent School District #317 shall be eligible to participate in a 403b matching contribution plan.

Subd. 2. Contribution Rate

Independent School District #317 will contribute annually an amount equal to the amount contributed by the eligible employee to the 403b plan not to exceed the amounts shown in the following formula:

FY 2017 and FY 2018

5-9 year of service in ISD #317 = \$1,300.00

10-14 years of service in ISD #317 = \$1,500.00

15 or more years of service in ISD #317 = \$2,000.00

Subd. 3. Part time calculation

Employees who work less than full time may participate in the 403b matching plan on a pro rata basis.

Subd. 4. Limits

The maximum career matching contribution by Independent School District #317 for any individual shall be \$22,000.00.

Subd. 5. Authorization

A salary reduction authorization agreement must be completed by the eligible employee by October 1st of the current school year for the employee to participate in the 403b matching contribution plan for that school year. Once enrolled, the authorization will remain in force unless the employee requests a change by October 1st of the following year.

Subd. 6. Ineligibility

Employees on unpaid leave may not participate in the 403b plan while on leave.

Subd. 7. Investment Options

Contributions can be directed only to those investment companies participating in the 403b match that are presently being utilized in the District.

**ARTICLE XV
BULLETIN BOARD**

Section 1. Placement and Use

The District will erect and maintain bulletin boards of reasonable size to be placed in each location where the employees report for work, as may be mutually agreed upon between the Union and the-District.

**ARTICLE XVI
WAGE ADMINISTRATION**

Section 1. Schedule

All full and part-time employees shall be paid twice a month. Payroll information shall be made available to employees twice monthly. Direct deposit is required.

Section 2. Calculation

The School District shall determine annual salary based upon the number of days and hours per day to be worked in the ensuing year in accordance with the attached salary schedule. Employees shall have the option to be paid in equal installments over 18 or 24 pay periods. Such election shall be made upon hire and in the event of a major life event as determined by the district, but not more than once per year.

Section 3. Additional or Overtime Hour Payments

Timecard hours will be calculated and paid twice monthly.

**ARTICLE XVII
GRIEVANCE PROCEDURE**

Section 1. Definitions

Subd. 1. Grievance

A "grievance" shall mean 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. Group of Employees

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

Section 2. Representative

The grievant, administrator, or School District may be represented during any step of the procedure by any person or agent designated by such party to act in the party's behalf.

Section 3. Definitions and Interpretations

Subd. 1. Extension

Time limits specified in this Agreement may be extended by mutual written agreement.

Subd. 2. Days

Any 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

A grievance shall not be valid for consideration unless the grievance is submitted to the School District's designee in writing, signed by the grievant, setting forth the facts and the specific provision(s) of the Agreement allegedly violated and the particular relief sought within twenty five (25) days after the date that 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. Grievance Steps

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 discussion, the School District designee shall give a written decision on the grievance to the parties involved within ten (10) days after receipt of the written grievance.

Subd. 2. Level II

In the event the grievance is not resolved in Level I, the decision rendered may be appealed to the Superintendent, provided such appeal is made in writing within ten (10) days after the 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 (15) days after receipt of the appeal. Within ten (10) 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 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 ten (10) 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 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(s) notifies the parties of the 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 Board or its representative to issue a decision within the time period 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 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 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 may, 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 Commissioner of the Bureau of Mediation Services to submit a panel of seven (7) arbitrators to the parties, pursuant to PELRA, provided such request is made within twenty (20) days after request for arbitration. The request shall ask that the panel be submitted within ten (10) days after the receipt of said request. Within ten (10) days after receipt of the panel, the parties shall alternately strike names, and the remaining name shall be the arbitrator to hear the grievance. The order of striking will be determined by lot. Failure to agree upon an arbitrator or the failure to request an arbitrator from the Commissioner within the time period as provided herein shall constitute a waiver of the grievance.

Subd. 4. Hearing

The grievance shall be heard by a single arbitrator, and both parties may be represented by such person(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 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 (30) days after the close 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 in 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 of the hearing shall be made at the request of either party. The parties shall share

equally fees and expenses of the arbitrator, the cost of the transcript or recording if requested by either or both parties, and any other expenses, which the parties mutually agree are necessary for the conduct of the arbitration. However, the party ordering a copy of such transcript shall pay for such a copy.

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 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 School District to efficiently manage and conduct its operation within the legal limitations surrounding the financing of such operations.

Section 9. 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 XVIII
GENERAL PROVISIONS**

Section 1. Union Committee Absence From Duty

The Board agrees to permit the Negotiating Committee or the Grievance Committee to appear at Board meetings in negotiations or disputes without the loss of pay. Representatives of the AFSCME, AFL-CIO, shall have access to the premises of the School District at reasonable times and are subject to reasonable rules to investigate grievances and other problems with which they are concerned. The Union will provide the School District with a list of the committee members. Not more than three (3) committee members shall be entitled to a total of five (5) days without loss of pay.

Section 2. Required Absence from Duty

Employees required to attend State mandated or School District assigned safety or training seminars shall be paid to attend same upon authorization of same by Superintendent of Schools.

Section 3. Subpoenaed Situations

A paid absence shall also be granted when subpoenaed in as a witness in legal proceedings directly related to employment with the District.

**ARTICLE XIX
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 through June 30, 2018, and thereafter until modifications are made pursuant to 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 ninety (90) days prior to said expiration.

Unless otherwise mutually agreed, the parties shall not commence negotiations more than ninety (90) days prior to the expiration of this Agreement. In the event a settlement on a new contract is not reached between the parties by the termination date of this Agreement, the present Agreement shall remain in force until a new Agreement is reached.

Section 2. 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 provision of this Agreement or the application of any provision thereof.

FOR: MINNESOTA COUNCIL 65, AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO, LOCAL UNION 498

Address

President

Secretary

Chief Employee Negotiator

Dated this _____ day of _____, 2016.

FOR: INDEPENDENT SCHOOL DISTRICT #317, DEER RIVER, MINNESOTA

Chairperson

Clerk

Chief Board Negotiator

Dated this _____ day of _____, 2016.

APPENDIX "A"
NON-CERTIFIED SALARY SCHEDULE

2016-2017

	1	4	8	12	16
Grade 1	\$13.05	\$14.66	\$16.28	\$17.88	\$19.50
Grade 2	\$13.43	\$15.04	\$16.64	\$18.26	\$19.88
Grade 3	\$13.91	\$15.51	\$17.12	\$18.75	\$20.36
Grade 4	\$14.29	\$15.87	\$17.49	\$19.13	\$20.72
Grade 5	\$14.66	\$16.28	\$17.88	\$19.50	\$21.12
Grade 6	\$15.04	\$16.64	\$18.26	\$19.88	\$21.50
Grade 7	\$15.40	\$17.02	\$18.63	\$20.23	\$21.85
Grade 9	\$15.51	\$17.17	\$18.78	\$20.42	\$22.04

Non Cert Salary Schedule

2017-2018

	1	4	8	12	16
Grade 1	\$13.38	\$15.02	\$16.69	\$18.33	\$19.99
Grade 2	\$13.77	\$15.41	\$17.06	\$18.72	\$20.38
Grade 3	\$14.25	\$15.90	\$17.55	\$19.21	\$20.87
Grade 4	\$14.64	\$16.27	\$17.93	\$19.61	\$21.24
Grade 5	\$15.02	\$16.69	\$18.33	\$19.99	\$21.64
Grade 6	\$15.41	\$17.06	\$18.72	\$20.38	\$22.03
Grade 7	\$15.78	\$17.44	\$19.10	\$20.73	\$22.39
Grade 9	\$15.90	\$17.60	\$19.25	\$20.94	\$22.59

Employees shall be moved on the salary schedule steps when they begin that year of service.

A shift differential of 1% shall be added for custodians starting their shift after 12:00 noon.

Longevity will be paid as follows: beginning 20 years of service increase .75 per hour.

Longevity will be paid as follows: beginning 25 years of service increase 1.00 per hour.

OTHER SALARY ITEMS

STEP INCREASES

All step increases or movement will be made on the employee's anniversary date of employment.

OVERTIME

Any overtime offered on weekends shall be offered first to full-time employees, then to a substitute.

APPENDIX "B"

GRADE LEVEL CLASSIFICATIONS

GRADE 1:

GRADE 2: Assistant Cook

GRADE 3: Instructional Para
Library Assistant (Media Para)
Special Ed Para
Food Service Aide
Building and Grounds Secretary*

GRADE 4: Computer Technical Assistant
Attendance Clerk/Secretary*
Custodian
Cook

GRADE 6: Secretary to the Assistant Principal/Athletic Director*
Nurse Interventionist

GRADE 7: Elementary Secretary*
High School Secretary*

District Secretary*

GRADE 9: Food Service Manager

*Secretary positions shall not be subject to bumping procedures.

The district reserves the right to hire a Facilities Custodian and to place that individual at a Grade commensurate with qualifications. The Facilities Custodian position will not be subject to bumping procedures.

APPENDIX D

VEBA

The welfare benefit arrangement provided by the Employer shall be the Health Reimbursement Arrangement for Active Employees, the terms of which are governed by the Minnesota Service Cooperative VEBA Plan.

APPENDIX E

VEBA

The VEBA Plan and Trust is comprised of two documents, as follows:

- 1) The Minnesota Service Cooperatives Employee Benefits Trust Agreement, dated June 30th, 2002, by and among participating Minnesota Service Cooperatives, on behalf of itself and its Participant Members as described below, and Wells Fargo Bank Minnesota, N.A., Trustee.
- 2) The Minnesota Service Cooperative VEBA Plan.

It is intended that the VEBA Plan and Trust constitute a Voluntary Employees' Beneficiary Association under Section 501(c)(9) of the Internal Revenue Code.

FOR: MINNESOTA COUNCIL 65, AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO, LOCAL UNION 498

Address

Shen McHorsell

President

Janet Swanson

Secretary

J. Hall

Chief Employee Negotiator

Dated this 29th day of SEPTEMBER, 2016.

FOR: INDEPENDENT SCHOOL DISTRICT #317, DEER RIVER, MINNESOTA

Chairperson

R. Z.

Clerk

Gene Bellis

Chief Board Negotiator

R. Z.

Dated this 15 day of August, 2016.

Deer River High School
101 First Avenue NE
PO Box 307
Deer River, MN 56636
"Home of the Warriors"



King Elementary School
504 5th St. SE
PO Box 307
Deer River, MN 56636
"King Pride"

Dedicated to develop lifelong learners prepared to succeed in an ever-changing world

Memorandum

To: Theresa Grossell, AFSCME Local No. 498 President
CC: Tim Hoshal, Carrie Riley, Alex Kaczor
From: Matt Grose, Superintendent *MG*
Date: July 27, 2016
Re: Clarification of CBA and notice of discontinuance of past practice if applicable

It has come to my attention that Article IX, Section 2 of the CBA between AFSCME No.498 and ISD #317 has not been consistently interpreted over time, so this memo serves as written notice to the union as to the intent of the district as it relates to the language.

The language currently states:

Article IX Hours of Service

"Section 2. Overtime

All hours worked in excess of forty (40) hours per week shall be paid at time and half (1.5) the applicable hourly rate of pay at the end of each pay period."

This language clearly states that overtime will be paid when an employee works more than 40 hours in a week, not scheduled for more than 40 hours in a week. Therefore, any time taken during the week as sick, personal, vacation, or any other leave of absence does not count towards the 40 necessary to trigger overtime pay.

This language is also clear that overtime is paid based on a weekly total, not a daily total, so no overtime will be paid for hours worked in excess of a daily number of hours.

Since the 2014-2016 collective bargaining agreement has expired, the application of this clarification is effective immediately. The district understands that this particular contract language and any other contract language is subject to the collective bargaining process.

