

**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, 2018 through June 30, 2020**

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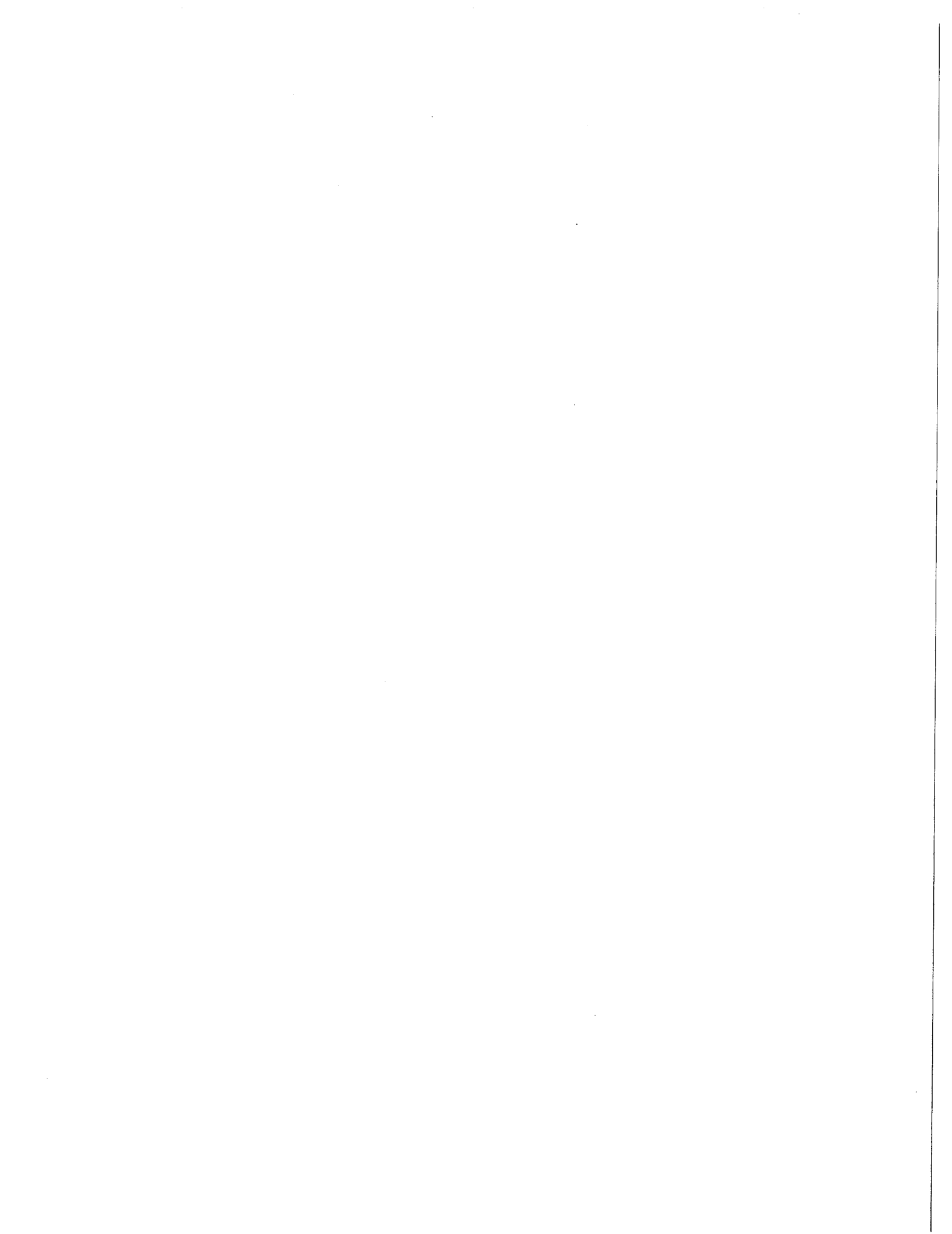
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## AGREEMENT

### 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, 2018 to June 30, 2020.

**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 shall be placed on the salary schedule under the correct grade, year 1 and those who substitute in the same position for 31 days shall be placed on the salary schedule in the correct grade, year 1, with that pay retroactive to day 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. Health and Hospitalization Insurance:**

**Subd. 1. Group Health Plan**

Employer shall make available a group health plan to all qualified bargaining unit members who elect to participate in said plan. With respect to qualifying bargaining unit members, Employer shall contribute an amount not to exceed \$595.00 towards the monthly premium cost for single group health coverage for the 2018-2019 school year, and an amount not to exceed \$620.00 during the 2019-2020 school year. Employer shall contribute an amount not to exceed \$950.00 during the 2018-2019 school year towards the monthly premium cost for family group health coverage, and an amount not to exceed \$975.00 during the 2019-2020 school year.

**Subd. 2. Employer Contributions to the Health Reimbursement Accounts for Active Employees**

**Subd. 1a. Definition.** For the purposes of this agreement, "health reimbursement account" shall mean an account recognized by the Internal Revenue Service in which contributions can be made by the employer for the purposes of healthcare cost reimbursements.

**Subd. 1b. Contributions.** Employer will make a monthly contribution amount to individual health reimbursement accounts 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 district's group health plan.

\$200.00 per month (up to \$2,400.00 annually) for each qualified employee who elects family coverage under the district's group health plan.

All contributions on behalf of a plan participant shall cease on the date the participant is no longer actively enrolled in the group health plan.

**Subd. 3 Hardship**

The contribution will be made on a monthly basis over the insurance plan year. If a participant in the health reimbursement arrangement is entitled to receive an annual contribution that is prorated on a monthly basis over the plan year, and the participant incurs one or more claims for an eligible health expense that exceeds the participant's account balance in their account, 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.

**Subd. 4 Pro-ration.**

If a qualified bargaining unit member [or retiree] enters the plan as a participant on a date after the first day of the 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 their account, 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 plan on the first day of the 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 plan year.

**Subd. 5 Payment of Administrative Fees**

All administrative fees allocable to individual health reimbursement accounts of active employees or former employees shall be paid from the employees account.

**Section 3. 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, 2018 through June 30, 2020, 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 4. 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 5. 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 22<sup>nd</sup> 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 6. 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 7. 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 2018-2020 contract years.

**Section 8. 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 three (3) 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.

<b><u>WEEKS OF VACATION</u></b>		<b><u>SCHOOL YEARS OF CONTINUOUS SERVICE</u></b>
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** "A 12 month full time employee may carry over up to one week of vacation time balance from year to year."

**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 grievable. 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 22<sup>nd</sup> 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:

**FY2018 and FY2020**

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 \$24,000.00.

**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 1<sup>st</sup> 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 salary based upon the number of days and hours per day to be worked in accordance with the attached salary schedule found in Appendix A.. Employees hired prior to July 1, 2018 shall have the option to be paid in equal installments over 19 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. Nine month employees hired after July 1, 2018 shall be paid based on hours worked, calculated via the districts time tracking procedures.

**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 Absences**

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, 2020, 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

*Ther McGosell*

President

*Melissa A. Monroe*

Secretary

*[Signature]*

Chief Employee Negotiator

Dated this 31 day of July, 2018.

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

Chairperson

*Ryan In*

Clerk

*Sue Bellefe*

Chief Board Negotiator

Dated this 16 day of JULY, 2018.

**APPENDIX "A"**  
**NON-CERTIFIED SALARY SCHEDULE: 2018-2019**

	<b>1</b>	<b>4</b>	<b>8</b>	<b>12</b>	<b>16</b>
<b>Grade 1</b>	\$13.71	\$15.40	\$17.11	\$18.79	\$20.49
<b>Grade 2</b>	\$14.11	\$15.80	\$17.49	\$19.19	\$20.89
<b>Grade 3</b>	\$14.61	\$16.30	\$17.99	\$19.69	\$20.39
<b>Grade 4</b>	\$15.01	\$16.68	\$18.38	\$20.10	\$21.77
<b>Grade 5</b>	\$15.40	\$17.11	\$18.79	\$20.49	\$22.18
<b>Grade 6</b>	\$15.80	\$17.49	\$19.19	\$20.89	\$22.58
<b>Grade 7</b>	\$16.17	\$17.88	\$19.58	\$21.25	\$22.95
<b>Grade 9</b>	\$16.30	\$18.04	\$19.73	\$21.46	\$23.15

**NON-CERTIFIED SALARY SCHEDULE 2019-2020**

	<b>1</b>	<b>4</b>	<b>8</b>	<b>12</b>	<b>16</b>
<b>Grade 1</b>	\$ 14.05	\$15.79	\$17.54	\$19.26	\$ 21.00
<b>Grade 2</b>	\$14.46	\$16.20	\$17.93	\$19.67	\$21.41
<b>Grade 3</b>	\$14.98	\$16.71	\$18.44	\$20.18	\$21.92
<b>Grade 4</b>	\$15.39	\$17.10	\$18.84	\$20.60	\$22.31
<b>Grade 5</b>	\$15.79	\$17.54	\$19.26	\$21.00	\$22.73
<b>Grade 6</b>	\$16.20	\$17.93	\$19.67	\$21.41	\$23.14
<b>Grade 7</b>	\$16.57	<del>\$18.33</del> (18.33)	\$20.07	\$21.78	\$23.52
<b>Grade 9</b>	\$16.71	\$18.49	\$20.22	\$22.00	\$23.73

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

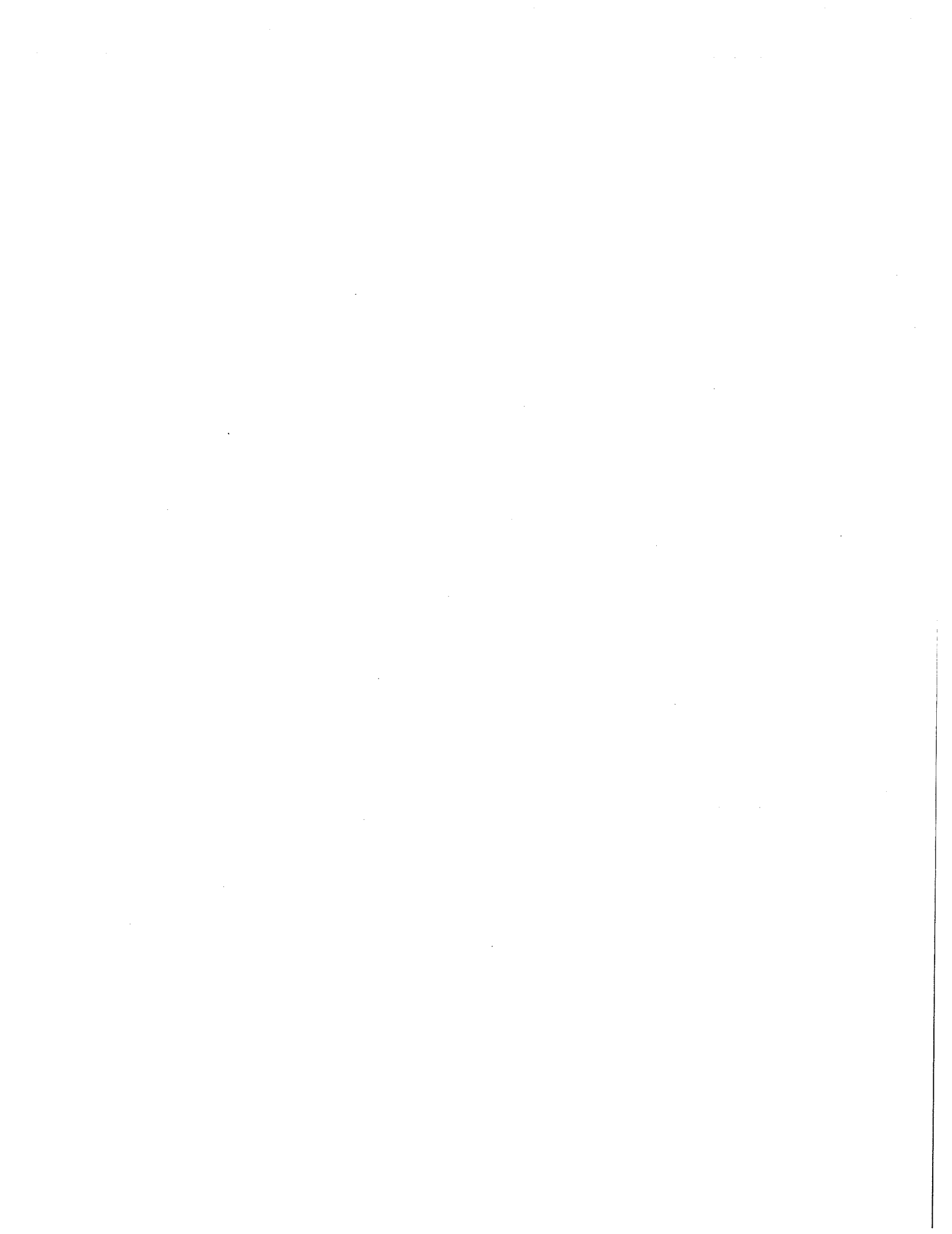
**GRADE 6:** Secretary to the Assistant Principal/Athletic Director\*  
Nurse Interventionist

**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.





**MEMORANDUM OF UNDERSTANDING**  
**Between**  
**DEER RIVER PUBLIC SCHOOLS, ISD # 317**  
**And**  
**AFSCME LOCAL NO. 498, DEER RIVER**  
**Regarding**  
**MAKE UP OF TIME DUE TO INCLEMENT WEATHER OR BUILDING**  
**EMERGENCIES**

WHEREAS, there have been days where school has been closed due to inclement weather; and

WHEREAS, Article IX, Section 5 of the master agreement between Local No. 498 and the School District governs the make-up of school days lost due to school closings; and

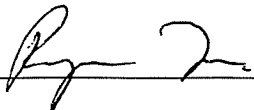
WHEREAS, the language in the contract indicates that the day or time must be made up on a non-student day; and

WHEREAS, this practice causes issues for both parties;

It is therefore agreed that:

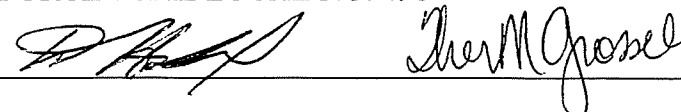
1. Lost time due to early outs or late starts because of inclement weather or building emergencies does not need to be made up for school term employees. This will be allowed for up to six (6) hours of lost time due to inclement weather or building emergencies. After six (6) hours of lost time due to inclement weather or building emergencies, the following steps must be taken to make up the time:
  - a. An AFSCME employee may make up the time lost due to school closing on a student day;
  - b. The plan for making up the lost time must be developed in conjunction with the building principal;
  - c. Make-up time must be in increments of at least 30 minutes;
2. This MOU expires on June 30, 2020, at which time language permanently resolving the issue will be incorporated into the master agreement.

FOR DISTRICT 317

  
\_\_\_\_\_

DATE 7-16-18

FOR AFSCME LOCAL NO. 498

  
\_\_\_\_\_

DATE 7/31/18

