

AGREEMENT

between

INDEPENDENT SCHOOL DISTRICT NO. 319

NASHWAUK-KEEWATIN, MINNESOTA

and

THE AMERICAN FEDERATION OF STATE, COUNTY

AND MUNICIPAL EMPLOYEES, AFL-CIO

LOCAL UNION NO. 81

JULY 1, 2017-JUNE 30, 2019

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ARTICLE I
PURPOSE OF AGREEMENT

Section A.

This Agreement is entered into between Independent School District No. 319, hereinafter referred to as the "District-" or the School District, and Local Union No. 81 of the American Federation of State, County and Municipal Employees (AFSCME), affiliated with the American Federation of Labor and the Congress of Industrial Organization, hereinafter referred to as the "Union" pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, as amended, hereinafter referred to as PELRA, to provide the terms and conditions of employment for maintenance, custodial, secretarial, paraprofessionals/educational support assistants and the licensed practical nurse.

Section B.

The purpose of this Agreement is to set forth the rates of pay, hours of work, and all other terms and conditions of employment.

Section C.

The provisions of this Agreement constitute the sole procedure for the processing and settlement of any claim by the District, an employee, or the Union of a violation by one of the parties to this Agreement. As the representative of the employees, the Union may process grievances through the grievance procedure, including arbitration, in accordance with this Agreement to adjust or settle the same.

ARTICLE II
RESPONSIBILITIES OF PARTIES

The right of the District to discipline an employee for any violation of this Agreement shall be limited to the failure of such employee to discharge his/her responsibilities as an employee and may not in any way be based upon the failure of such employee to discharge his/her responsibilities as a representative or officer of the Union. However, representatives or officers of the Union remain subject to discipline in the same manner as other employees for their acts as employees.

ARTICLE III
DEFINITIONS

Section A.

The term, "regular employee," shall mean any employee who has been employed by the School District in the bargaining unit as described in ARTICLE IV, Section A., who works full-time or part-time fourteen (14) hours per week or more and who has completed a probationary period

Section B.

An employee under the provisions of this Agreement shall serve a probationary period of sixty seven (67) working days 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 sixty (60) days. A probationary employee shall have the right to bring a grievance on any other provision of the contract allegedly violated.

Section C.

1. The term, "full-time employee," shall mean any employee working forty (40) hours a week and fifty-two (52) weeks a year.
2. The term, "full-time seasonal employee," shall mean any employee working forty (40) hours a week during the school term only.
3. The term, "part-time employee," shall mean any employee not working at least forty (40) hours a week.
4. The term "casual employee" shall mean an employee hired for a period of sixty (60) working days or less. Such periods may be extended by mutual agreement of the School Board and Union. When a casual employee is hired, the employee and the Union shall be notified, in writing, of the temporary nature of the position, the approximate duration of employment, and the wage rate to be paid to the employee. Casual employees, however, will not qualify for the fringe benefits provided for in this Agreement, which are provided for regular employees

Section E.

1. The term, "terms and conditions of employment," means the hours of employment, the compensation therefor including fringe benefits except retirement contributions or benefits other than District payment of, or contributions to, premiums for group insurance coverage for retired employees or severance pay, and the District's personnel policies affecting the working conditions of the employees. "Terms and conditions of employment" is subject to the provisions of PELRA.
2. For purposes of administering this Agreement, the word/term, "District/School District," shall mean the School Board or its designated representative(s).
3. Any and all references to the word, "days," in this Agreement shall be work "days" unless otherwise specified.
4. Terms not defined in this Agreement shall have those meanings as defined by PELRA

ARTICLE IV
RECOGNITION

Section A.

The District recognizes Local 81, American Federation of State, County, and Municipal Employees, Council #65, AFL-CIO, as the exclusive representative of the employees of the District, in the unit composed of all regular non-licensed employees of the District and excluding casual and confidential employees.

Section B.

The exclusive representative recognizes that the School District is not required to meet and negotiate regarding 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 District, its overall budget, utilization of technology, the organizational structure, and selection, direction, and number of personnel.

Section C.

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

ARTICLE V
CHECK-OFF OF UNION DUES

Section A.

Nothing contained in this Agreement shall be construed to limit, impair, or affect the right of any employee or his/her representative to the expression or communication of a view, grievance, complaint, or opinion regarding 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 B.

Pursuant to PELRA, employees shall have the right to form and join labor or employee organizations and shall have the right not to form and join such organizations. Employees in an appropriate unit shall have the right, by secret ballot, to designate an exclusive representative for the purpose of negotiating grievance procedures and the terms and conditions of employment for such employees.

Section C.

The exclusive representative shall be allowed dues check off for its members, provided that dues check off and the proceeds thereof shall not be allowed to any exclusive representative that has lost its right to dues check off pursuant to PELRA. Upon receipt of a properly executed authorization card of the employee involved, the School District will deduct from the employee's paycheck the dues that the employee has agreed to pay to the exclusive representative in twenty-four (24) equal installments, beginning with the first pay period in July.

Section D.

In accordance with PELRA, any employee included in the appropriate unit who is not a member of the exclusive representative may be required by the exclusive representative to contribute a fair share fee for services rendered as exclusive representative. The fair share fee for any employee shall be in an amount equal to the regular membership dues of the exclusive representative, less the cost of benefits financed through the dues and available only to members of the exclusive representative, but in no event shall the fee exceed eighty-five (85) percent of the regular membership dues. The exclusive representative shall provide written notice of the amount of the fair share fee assessment to the School District and to each employee to be assessed the fair share fee. A challenge by an employee or by a person aggrieved by the assessment shall be

filed in writing with the Commissioner of the Minnesota Bureau of Mediation Services (Commissioner), the School District, and the exclusive representative within thirty (30) days after the receipt of the written notice. All challenges shall specify those portions of the assessment challenged and the reasons therefor, but the burden of proof relating to the amount of the fair share fee shall be on the exclusive representative. The School District shall deduct the fee from the earnings of the employee and transmit the fee to the exclusive representative within thirty (30) days after the written notice was provided, or, in the event a challenge is filed, the deductions for a fair share fee shall be held in escrow by the School District pending a decision by the Commissioner or court. Any fair share fee challenge shall not be subject to the grievance procedure. The exclusive representative hereby warrants and covenants that it will defend, indemnify, and save the School District harmless from any and all actions, suits, claims, damages, judgments, and executions or other forms of liability, liquidated or unliquidated, which any person may have or claim to have, now or in the future, arising out of or by reason of the deduction of the fair share fee specified by the exclusive representative as provided in this Agreement.

Section E.

The District agrees to one (1) Union deduction that has only one (1) vendor check issued.

ARTICLE VI **SENIORITY**

Section A.

1. Seniority standing shall be granted to all employees except casual employees. This standing is to be determined on the basis of total length of continuous employment by the District. Upon successful completion of the probationary period as defined in Article III of this Agreement the employee's seniority date will revert to the first day of employment.
2. All new employees hired after the signing of this agreement shall be placed at Step 1 of the salary schedule and shall advance 1 step each year.

Section B.

An employee shall lose his/her seniority if:

1. He/ She voluntarily resigns from employment,
2. He/ She is discharged for cause,
3. He/ She fails to report for work after layoff within fifteen (15) days after receipt of notice by registered or certified mail. The District shall send this notice to return to work to the employee at his/her last known address.

Section C.

In cases of transfer from one (1) classification of work to another, employees involved in the transfer shall not lose seniority standing within their previous classification and District seniority shall continue to accumulate. When positions are of a part-time nature, they will be calculated on a pro-rata basis.

Section D.

The seniority of an employee shall not be terminated or broken because of absence due to illness or temporary layoff.

Section E.

The seniority date of an employee who has been granted a leave of absence will remain the same and time spent on leave will not count toward seniority.

Section F.

The seniority list shall be brought up to date in January of each calendar year and posted on the employees' bulletin boards. A copy of the seniority list shall be sent to the president of the Union. Any objections to the list must be made within ten (10) working days after submission of the list to the Union president

ARTICLE VII
LAYOFFS

Section A.

In the event a layoff is contemplated, the District agrees to contact the Union president and discuss the situation before any action is taken.

Section B.

In the event of a layoff in any classification of work, employees shall be laid off according to seniority in the inverse order of hiring. Employees shall be recalled according to seniority in the inverse order of layoffs. Employees who are laid off shall report, in writing, each six (6) months to the Superintendent of their availability for employment. Failure to notify the Superintendent, in writing, of availability for employment each six (6) months shall constitute a forfeiture of seniority. Employees on layoff may not bypass bidding or accepting a job posting on a vacancy and still retain seniority.

Section C.

In cases of reduction of force or elimination of a position, a senior employee may exert his/her seniority preference over a junior employee in his/ her classification of work. The District shall make the determination as to whether or not the senior employee possesses the necessary qualifications.

Section D.

In the event of the abolishment of a position or a layoff, no part-time employee shall be able to bump a full-time employee.

ARTICLE VIII
POSTINGS & VACANCIES

Section A.

Notice of all vacancies, including temporary vacancies, annual vacancies of individual sports and activities, and newly created positions shall be posted internally for seven (7) days on employees' bulletin boards, and shall be emailed out to employee's work email address. The employees shall be given seven (7) days' time in which to make application to fill said vacancies or new positions. After that time the vacancies may be posted externally. Said vacancies shall be filled on the basis of seniority, qualifications, ability, and physical fitness. Selection is to be made at the discretion of the District.

A trial period of time, not to exceed thirty (30) days, shall be given the employee for the purpose of determining his/her qualifications, unless he/she is obviously not qualified. The District shall make the determination as to whether or not the applicant possesses the necessary qualifications.

Section B

In filling job vacancies and new positions under this article, preference shall be given to the senior, qualified employee. In judging an employee's qualifications for the job, the following factors shall be considered:

Seniority	Efficiency
Ability to perform related work	Past experience
Attitude	Physical qualifications
Aptitude	Appropriate License (s)
Versatility	

Section C.

All employees will be able to apply for any of the posted positions in the bargaining unit.

Section D.

The District agrees to post temporary vacancies when it knows that they will be in excess of a five (5)-day workweek. Temporary vacancies shall be filled on the basis of seniority, ability, and physical fitness. The selection is to be made at the discretion of the District. In the event said vacancy has a higher rate of pay, the employee filling such vacancy shall receive such higher rate of pay. An employee who has filled a temporary vacancy shall have the right to return to his/her former position.

Section E.

The District and the Union must mutually agree upon salaries and benefits for new jobs in the bargaining unit.

ARTICLE IX
TRANSFERS, DEMOTIONS, SUSPENSIONS, DISCHARGES

Section A.

Demotions or transfers to any other classification shall be made only for just cause. The Union and the employee affected shall receive prior notice, in writing, of any such action. If the Union feels the action was taken without just cause, the employee shall have the right of appeal through the normal grievance procedure. In the case in which a demotion or transfer has been proven unjustified and the employee returned to his/her former status, any loss of pay involved shall be restored, and any excess pay shall be reimbursed to the District.

Section B.

Any employee may be temporarily suspended with or without pay, for just cause. The employee shall be notified of the reason for his/her suspension in writing at the time thereof. If the employee feels he/she has been suspended without just cause or that the period of suspension is unwarranted, the employee shall have the right of appeal by invoking the normal grievance procedure within five (5) working days of the date of suspension. If the suspension was determined to have been made without just cause, the employee may be reinstated immediately and may receive full pay for any time lost as a result of the suspension.

Section C.

Discharge shall be made only for just cause. An action to discharge an employee shall be taken by the District only after a hearing, upon written notice, relative to the charges stated. The statement of charges and the notice of hearing shall be filed with the employee and the Union at least ten (10) days in advance of the hearing. The employee and the Union shall have the right to present witnesses, to introduce evidence, and to examine witnesses and evidence presented against him/her. The salary of the employee shall be suspended during the period in which the hearing takes place, but his/her name shall not be removed from the payroll. In case of reinstatement after the hearing, the employee may be given all the back pay withheld during the period of suspension, except as such penalty may be deemed necessary by the District as a disciplinary measure.

ARTICLE X GRIEVANCE PROCEDURE

Section A

1. The word, "grievance", shall mean an allegation, in writing, by an employee that the employee has been injured as a result of a dispute or disagreement between the employee and the School District as to the interpretation or application of specific terms and conditions contained in this Agreement.
2. 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. Such grievance must be in writing and signed by all grievants in the group.
3. The exclusive representative may file a grievance if a complaint involving ten (10) or more employees arises out of the same transaction or occurrence and the facts and claim are common to all members of the group. In order to pursue a group grievance, the exclusive representative must provide the names and signatures of the affected employees no later than the third level of the grievance procedure. The exclusive representative group grievance may proceed only as to the employees identified in the appeal to arbitration. The exclusive representative may also file a grievance if the allegation involves a specific right of the exclusive representative as provided in this Agreement.

Section B.

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

Section C.

1. Time limits specified in this Agreement may be extended by mutual written agreement.
2. Any reference to the word, "days," regarding time periods in this procedure shall refer to working days. The term, "working day," is defined as all week days not designated as holidays by state law.
3. In computing any period of time prescribed or allowed by procedures in this article, 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.
4. 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.
5. Failure by the School Board or its representative(s) to issue a decision within the time period provided in this article shall constitute a denial of the grievance, and the employee may appeal it to the next Step.

Section D.

A grievance shall not be valid for consideration unless the grievance is submitted in writing, signed by the grievant, to the School District's designee, setting forth the facts and the specific provision(s) of the Agreement allegedly violated and the particular relief sought within twenty (20) 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 of that grievance. Failure to appeal a grievance from one level to another within the time periods provided below 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 E.

The School District and the employee shall attempt to adjust all grievances which may arise during the course of employment of that employee within the School District in the following manner:

- Step 1 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.
- Step 2 In the event the grievance is not resolved in Step 1 above, the decision rendered may be appealed to the Superintendent, provided such appeal is made in writing within five (5) days after the receipt of the decision in Step 1 above. 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.

Step 3 In the event the grievance is not resolved in Step 2 above, the decision rendered may be appealed to the School Board, provided such appeal is made in writing within five (5) days after the receipt of the decision in Step 2 above. 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 twenty (20) days after the meeting, the School Board shall issue its decision, in writing, to the parties involved. At the option of the School Board, a committee or representative(s) of the School Board may be designated by the School Board to hear the appeal at this level and report the findings and recommendations back to the School Board. The School Board shall then render its decision.

Step 4 In the event that the employee and the School Board are unable to resolve any grievance, the grievance may be submitted to arbitration as explained in this section:

- A. 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 Step 3 above.
- B. No grievance shall be considered by the arbitrator which has not first been duly processed in accordance with the grievance procedure and appeal provisions.
- C. 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 in this section shall constitute a waiver of the grievance.
- D. 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 de novo.
- E. 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.

- F. Each party shall bear its own expenses in connection with arbitration, including expenses relating to the party's representatives, witnesses, and any other expenses 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 the fees and expenses of the arbitrator, the cost of the transcript or recording if requested by either or both parties, and any other expenses 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.
- G. 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 contained in this Agreement; nor shall an arbitrator have jurisdiction over any grievance which has not been submitted to arbitration in compliance with the terms of the grievance and arbitration procedure as outlined in this article; nor shall the jurisdiction of the arbitrator extend to matters of inherent managerial policy which shall include, but are not limited to, such areas of discretion or policy as the functions and programs of the School District, its overall budget, utilization of technology, the organizational structure, and selection, direction, and number of personnel. In considering any issue in dispute, the arbitrator's order shall give due consideration to the statutory rights and obligations of the School District to efficiently manage and conduct its operation within the legal limitations surrounding the financing of such operations.

Section F.

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 in this Agreement, 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 XI **GENERAL PROVISIONS**

Section A.

The District agrees to permit the Union's negotiating or grievance committee to appear at all negotiations or grievance meetings with department heads or the District in disputes without the loss of pay, subject to authorization to be present at such meetings.

Section B.

No replacement of regularly employed employees by relief workers shall occur, nor shall a relief worker be placed in any classified position.

Section C.

Representatives of the Union shall have access to the premises of the School District at times which do not disrupt normal District operations to investigate grievances.

Section D.

The District will erect and maintain bulletin boards which shall be for the use of the Union to post any notices or documents relating to Union affairs. The bulletin boards shall be in each school office and the window of the Superintendent's office.

Section E.

Two (2) weeks' written notice of his/her desire to terminate employment shall be given to the District by an employee. If the employee fails to provide such notice, he/she shall forfeit all benefits covered by this Agreement.

Section F.

Meet and confer: Employees shall select two representatives to meet and confer with the committee from the District on matters not specified under section 179A.03, subdivision 19, relating to the services being provided to the public. The public employer shall provide the facilities and set the time for these conferences to take place. The parties shall meet if requested by either party at least once every four months.

Section G.

Employees shall request time off to attend local Union meetings or School Board meetings during scheduled work time; they are to make up this missed time. Every effort shall be made to grant these requests when possible.

ARTICLE XII **SICK LEAVE** **(Does not apply to ESAs)**

Section A.

1. All regular employees shall earn sick leave at the rate of two (2) working days for each month of service up to a maximum of fifteen (15) days each year, accumulative to one hundred fifty (150) working days.
2. Employees shall be allowed to use sick leave in a minimum of one (1) hour increments with the written approval of their immediate supervisor.
3. Any employee who reaches a maximum accumulation of sick leave of one hundred fifty (150) days will receive \$40.00 per day for unused sick leave over the cap amount (one hundred fifty (150) days) at the end of the school year (June) to a maximum of fifteen (15) days for any one employee (\$600.00). If an employee uses more than five (5) days of sick leave for more than one illness during the fiscal school year, the employee would not be eligible for the sick leave bonus in June. Use of a personal leave day will result in reduction of the sick leave reimbursement.
4. An employee will be required to present evidence satisfactory to the District of his/her inability to work due to illness or accident. After two (2) consecutive days of absence due to illness, a doctor's slip is

required as satisfactory evidence of inability to work. Employees may also utilize their accumulated sick leave to care for their children as per M.S. 181.9413.

5. Employees are granted, not to exceed, fifteen (15) days of sick leave during any school year without loss of pay, for serious illness in the employee's immediate family. The immediate family of the employee will include the spouse, children, parents, brothers and sisters of the employee. Claims under this subdivision shall be accompanied by a certificate of illness from the doctor of medicine in attendance of a member of the immediate family. The sick leave granted hereunder shall count as part of the sick leave granted under Section A. above.

6. Employees who have used all of their accumulated sick leave days may, at that time, use any vacation time providing the employee requests to use said vacation.

Section B.

Pursuant to M.S. Ch. 176, an employee injured on the job in the service of the School District and collecting workers' compensation insurance may draw sick leave and receive full salary from the School District, the salary to be reduced by an amount equal to the insurance payments, and only that fraction of the days not covered by insurance will be deducted from accrued sick leave.

Section C.

After an employee has used all of his/her accumulated sick leave, he/she may be granted a leave of absence without pay at the discretion of the District, not to exceed six (6) months, without having his/her name removed from the seniority list. After the initial six (6) month period has expired, the District may review the case and determine whether any further leave shall be granted for additional periods, not to exceed two (2) years, subject to a doctor's report for each six (6) month period. After completion of the discretionary leave not to exceed two (2) years, the School Board may terminate the employee, and said employee's name will be removed from the seniority list.

Section D.

1. If an employee retires with fifteen (15) years of service in the District and is age fifty-five (55) or older, severance pay will be given to the employee in an amount to be determined at the date of retirement. This severance pay will be given to the retiring employee in a lump sum payment upon the employee's written request, or the amount of severance pay due to the employee will be paid by the District toward the retiring employee's medical-hospital insurance premiums until said amount is used up. In the event that a retired employee dies before all or a portion of his/her severance pay has been disbursed, any balance due shall be paid to a named beneficiary or, lacking same, to the deceased's estate.

2. The amount of severance pay due to a retiring employee shall be determined by multiplying the hourly rate of pay times the hours of work per day, times the total days of accumulated sick leave (example: \$13.00 x 8 hours per day x 20 days = \$2080.00).

3. In the event of the death of an employee, that employee's estate shall be paid any amount of salary and comp time due, and all accumulated vacation. Should the employee have fifteen (15) or more years of service, his/her estate shall receive payment for any unused sick leave at the highest possible rate.

4. \$25.00 per day for each day of unused sick leave shall be paid to each employee should the District consolidate, by School Board action, and only those employees who are severed would be eligible, up to a maximum of one hundred fifty (150) days.

5. For the following employees ONLY: Mardell Bevacqua and Michele Nelson. The District shall contribute the lesser of eighty (80) percent or the contribution amount as stated in the Agreement, of the single health Insurance Plan (currently VEBA 831) premium for these early retired employees (employees having fifteen (15) full years of service and are age fifty-five (55) or older) until Medicare eligible, age sixty-five (65). The employee has the option of paying one hundred (100) percent of the additional amount for dependent coverage. After reaching Medicare eligible, age sixty-five (65), the employee has the option of remaining in the insurance pool at his/her own expense.

Any new or newly eligible Union members will not have the retiree health insurance option as provided for in the previous paragraph above.

6. The District will investigate health savings or similar plans as options in support of future individual retiree health premiums.

ARTICLE XIII
BEREAVEMENT LEAVE

In the case of death in the family, leave shall be at the rate of up to three (3) consecutive work days within one (1) week of the funeral, without the loss of pay. This leave applies in the case of wife or husband, significant other, children, parents, brothers, sisters, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother and sister-in-law, or grandparents of either the employee or his/her spouse/significant other. This leave is not to be deducted from sick leave (applies to all employees in bargaining unit).

Significant other may only be identified once annually no later than July 1st of each year. Identification must be accompanied by proof of joint residency with employee. Any employee hired after July 1 of each year would not be able to declare significant other status until the following calendar year.

ARTICLE XIV
HOLIDAYS
(Does not apply to ESAs except for Section B)

Section A.

A full-time, (twelve (12) - month) employee shall receive the following paid holidays (ten (10) - month or less employees will not receive Fourth of July):

New Years Day	Fourth of July	December 24 (Christmas Eve)
Presidents' Day	Labor Day	Christmas Day
Good Friday	Thanksgiving Day	Easter Monday
Memorial Day	Friday after Thanksgiving	Floating Holiday
Ed MN Thursday & Friday		

*The Floating Holiday date will be determined by the District each school year and will coincide with the fall holiday for the teachers

Section B.

ESAs shall receive the following paid holidays:

Christmas Day	Thanksgiving Day	Presidents' Day
Christmas Eve	Friday after Thanksgiving Day	Floating Holiday

* The floating holiday date will be determined by the District each school year.

Section C.

All regular employees who are required to work on any of the above mentioned holidays shall be compensated at twice their rate of pay.

Section D.

When a paid holiday falls on an employee's scheduled day off or during his/her vacation period, he/she shall receive an additional day off scheduled by mutual written agreement between the employee and the building principal.

ARTICLE XV PERSONAL LEAVE

Section A.

1. Personal leave may be granted for a maximum of two (2) days per year for personal business for full-time employees (includes secretaries). The leave may accumulate to four (4) days in a year if both personal leave days are not used in any one (1) year. Personal leave days shall not be granted for the day preceding or the day following holidays or vacations. Such leave is to be deducted from sick leave.
2. Requests for personal leave shall be made via the district's online system to the administration at least three (3) days before the day of the leave. In the event of an emergency the employee will notify their building principal or another administrator as soon as possible.

Section B.

All employees in the ESA classification shall be credited with ten (10) personal leave days per school year. Leave time shall be accrued in equal monthly increments from September through May at the end of each month. A maximum accumulation of thirty (30) personal leave days at any time is allowed to be carried over. Leave may be taken in a minimum of one (1) hour increments with prior, written approval from the employee's supervisor. No paid leave will be granted once allotment is exhausted for the year. Employees in the ESA classification must submit written request for leave approval three (3) days in advance to the building administrator except in the case of emergency or unforeseen illness.

Section C.

In the event an ESA employee, while actively employed in the District, dies and a balance of vacation and personal time (excluding sick time) hours exists at the time of said death, payment of accrued vacation and personal time (excluding sick time) will be made at then hourly rate of employee, to a named beneficiary

(ies) on file with the District as indicated below (the employee shall be responsible for keeping updated beneficiary information on file with the District administration):

Personal time for ESAs will be paid out at a maximum cumulative of up to thirty (30) days prorated based when the death occurs during the year.

ARTICLE XVI
VACATIONS
(Does not apply to ESAs)

Section A.

All full-time employees shall receive:

Weeks of Paid Vacation		Full District Years of Service
One (1)	After	One (1)
Two (2)	After	Two (2)
Three (3)	After	Six (6)
Four (4)	After	Twelve (12)
Five (5)	After	Eighteen (18)

A week of vacation shall be construed as five (5) working days. Part-time employees (those not considered under ARTICLE III, Section C. 1. and 2.) shall receive vacation benefits on a pro-rata basis.

Section B.

In determining vacation periods, the wishes of the employee will be respected as to the time of taking vacation insofar as the needs of service will permit and the rights of the senior employee will prevail in the selection of vacation time when an agreement cannot be made among the employees. A vacation schedule shall be posted by May 1st of each year; however, scheduling may start before May 1st.

Section C.

The vacation period of an employee shall not be split unless mutually agreed upon in writing by the District and the employee (see Section F. below).

Section D.

Upon termination of employment for just cause, employees shall be paid for any accumulated vacation credit, including pro-rata payments for periods of less than one (1) year.

Section E.

No employee shall accumulate vacation from year to year.

Section F.

One (1) employee in a position that requires a replacement will be allowed up to ten (10) days of vacation during the school year providing a suitable replacement can be obtained from outside casual employees at the minimum wage scale

Section G.

The vacation year for employees shall be from July 1 to June 30.

ARTICLE XVII HOURS OF WORK

Section A.

The regular work day shall consist of eight (8) hours per day and shall include a one-half (1/2) hour lunch period. An employee may request to leave the premises for the lunch period, with approval of his/her supervisor, and said employee will agree to work 1/2 hour longer. Any time worked by an employee which is less than eight (8) hours per day shall be compensated for on the basis of the actual time worked. No employee shall have the starting time of his/her regular shift changed to avoid overtime payment due to extra-curricular events.

Section B: ESA's

1. ESAs shall work when students are present. ESA assigned to a "one-on-one student" will be given alternative work when that student is absent. An ESA employed as of 7/1/96 shall work seven (7) hours per day, unless otherwise assigned by the District.
2. If the school is closed due to inclement weather or other conditions, the employees will not be compensated, unless they use one of their leave days. ESA shall have the right to make up time missed due to tournaments, teacher workshops, and conditions outside of District control. This time shall be set by mutual agreement of both parties. Work will be custodial duties at the regular rate of pay. Any and all partial days or hours missed due to school closings will be banked and will be rescheduled at the end of the school year. This may be training or marking papers or other work as assigned. ESAs may take partial days off in lieu of pay if they so wish for early closings for inclement weather, teacher workshop days, or any early/late closings.
3. A reduction of more than one (1) hour per day to any ESA shall initiate the layoff and bumping procedure found in ARTICLE VII above. ESAs shall be scheduled by seniority within the classification; the most senior aide shall be scheduled the most hours available.

Section C: Other Employees

1. If school is closed because of weather conditions and employees find they are unable to come to work, they shall be able to take a day of vacation or comp time to offset the loss of pay. On a snow day, employees shall have the option to report to the District building nearest their residence to work, rather than use vacation or comp time.

2. The District will pay all employees for any school closings ordered by the Governor of the State of Minnesota. Any employees required by the District to report on a mandated "Governor closing" shall receive an additional day off scheduled by mutual agreement between the employee and his/her supervisor.

ARTICLE XVIII **OVERTIME HOURS**

Section A.

Overtime at the rate of time and one-half (1/2) shall be paid for hours worked in excess of forty (40) hours in any work week.

Section B.

All regular employees desiring not to work overtime hours shall register, in writing, with the Superintendent or principals of the respective buildings no later than July 1st of each calendar year.

Section C.

In all cases of extra work loads within the regular classification or positions now occupied by the regular employees, all regular employees shall be given preference over outside personnel for all such overtime hours; provided, however, that they are qualified to perform the duties involved and that the extra work load will not interfere with their regular eight (8)-hour shift.

Section D.

For the purpose of overtime hours worked, an employee working in a classification or position other than his/her own shall receive a rate of pay equivalent to one and one-half (1-1/2) times the rate for the classification or position in which he/she is performing such overtime hours, whether the classification or position rate be higher or lower than his/her regular classification or position rate.

Section E.

All overtime hours worked by regular employees, in any of the classifications or positions, shall be divided as equally as possible among the qualified employees. (See Appendix "D" for overtime call-out system.)

Section F.

A copy of the overtime list shall be given to the Union upon request by the Union president.

ARTICLE XIX **COMPENSATION**

Section A.

General wage increase: Wages will be administered according to the schedule in Appendix A.

Section B.

Any custodial employee required to report to work after hours or on the weekend to perform a boiler check or respond to an electronic notification system will be compensated a minimum of two (2) hours pay.

Section C.

The employee in the Maintenance position, holding the Boiler license, will generally oversee the operation and maintenance of all School District heating facilities. In his/her absence of more than one (1) day, the next most senior employee with a boiler license shall be granted step-up pay when taking over those duties.

Section D.

The District shall pay for the annual cost of boiler operator licenses obtained by the employees, if such licensure is required by the District.

Section E.

ESAs who are assigned student(s) who are non-ambulatory, require diapering, tube feedings, or catheterization shall receive an additional \$.65 per hour for all hours worked.

Section F.

ESAs who have a C.N.A. license shall receive an additional \$.20 per hour.

Section G.

1. Shift differential pay of \$.25 per hour will be paid to any employee working the "afternoon shift".
Afternoon shift is defined as time commencing between the hours of 2:00 p.m. and 4:00 p.m. and ending between the hours of 10:00 p.m. and 12:00 midnight.
2. Shift differential \$.25 per hour will be paid to any employee whose shift starts at 11:00 a.m. or later and who works at least four (4) hours after 3:00 p.m.

Section H.

Whenever a custodial maintenance employee is assigned to perform work during their shift in any other class than his/her own, he/she shall receive the highest classified rate of pay in which the employee performs the work. An employee must work in the higher classification for a minimum of two (2) hours in order to receive the higher classification pay.

Section I.

Should any maintenance employee be required by the employer and be qualified to be the Chief Engineer in charge of all aspects of the boilers within the district, he/she shall be paid \$2.00 per hour above their regular rate of pay during the period of which this responsibility is expected by management.

Section G.

Clerical staff required to make call-ins for replacement workers and teachers shall be paid an additional \$500 per year. Half will be paid in December; the other half in June. Employees assigned this duty must be available between 6:15 and 6:45 a.m. on school days in session. Effective 9/1/97, the assignment for call-ins shall be offered by seniority to the clerical staff. If one of the clerical staff elects to assume all responsibilities for call-ins, he/she shall receive \$1000.00 per year for the extra duty. If neither of the clerical staff elects to perform the work, it shall be assigned to both, and they shall each receive \$500.00 per year.

ARTICLE XX
WAGE ADMINISTRATION

Section A.

When computing wages owed for vacation pay, compensatory time, or sick leave, pay shall be based on actual hours worked when accumulating said time, and shall include all premium pay normally earned by the employee. For the purpose of scheduling employees and computing the payment of overtime under this Agreement, the following shall apply:

The first pay period shall be a period commencing the first day of the month to the fifteenth day of the month, and the second pay period shall be a period commencing the sixteenth day of the month and running to the last day of the month, inclusive.

Section B.

AFSCME Employees will be paid on the fifteenth and the last working day of the month. When payday occurs on a holiday or weekend, payment will be made on the preceding work day. All employees' checks will be direct deposited to the bank(s) and account(s) of their choice.

Section C.

All employees will be paid by direct deposit. Employees who work less than twelve (12) months shall have the option of pay taken in a ten (10) - or twelve (12) - month period.

ARTICLE XXI
GROUP INSURANCE
(Does not apply to ESAs except as noted)

Section A.

1. The District agrees to contribute eighty (80) percent of the deductible and eighty (80) percent of the premium for a single or family plan under the VEBA 831. The employee will be responsible for twenty (20) percent of the deductible and twenty (20) percent of the premium for a single or family plan.
2. In the event that the deductible of the plan increases, the District will increase contributions to cover the increase on the effective date of the deductible increase.

Section B.

Dental Insurance: The School District agrees to pay the full cost of dental insurance during the Agreement for each full-time employee who qualifies for and is enrolled in the School District's plan. ESAs may purchase dental insurance by paying fifty (50) percent of the premium, with the District paying the other fifty (50) percent for the year.

Section C.

(Applies to ESA) The District shall pay the premium for an \$18,000 term life insurance policy for each full-time employee and a \$5,000 term life insurance policy for each retired employee.

Section D.

(Applies to ESA) The District shall sponsor a long-term disability insurance policy providing a sixty-six and two-thirds (66 2/3) percent payment of wages when the employee is incapacitated by illness or injury. The District agrees to pay one hundred (100) percent of the premiums for those employees who qualify for and are enrolled in the School District's long-term disability insurance policy. If an employee is approved to receive long

term disability and is enrolled in the current health insurance plan, the District agrees to pay 80 percent of the VEBA 831 health insurance plan premium for a maximum period of six (6) months.

Section E.

The School District's only obligation is to purchase an insurance policy and pay such amounts as agreed to in this agreement, and no claim shall be made against the School District as a result of a denial of insurance benefits by an insurance carrier.

Section F.

An employee is eligible for School District contribution as provided in this article as long as the employee is employed by the District, on paid status, and enrolled in the District's group health and hospitalization insurance plan. Upon termination of employment, all District contribution shall cease. Employees are not able to change health insurance coverage except on the anniversary date of September 1, unless a life changing event occurs.

Section G.

The Employer agrees to contribute 80% of the deductible and 80% of the premium for a single plan for retirees until Medicare eligible. The retiree will be responsible for 20% of the deductible and 20% of the premium amount of a single plan. Retirees may enroll in a family plan by paying the difference in deductible and premium between the single and family plans until Medicare eligible. An eligible retiree is an employee who is 55 and has worked in the District for 15 years.

**ARTICLE XXII
PRO-RATION OF FRINGE BENEFITS**

All premiums for fringe benefits shall be pro-rated on the following basis:

Four (4) hours worked per day	One-half (1/2) of the premiums paid by District
Five (5) hours worked per day	Five-eighths (5/8) of the premiums paid by District
Six (6) hours worked per day	Six-eighths (6/8) of the premiums paid by District
Seven (7) hours worked per day	Seven-eighths (7/8) of the premiums paid by District
Eight (8) hours worked per day	Total of the premiums paid by District

Any time a part-time employee is on temporary layoff, the employee shall pay for his/her own fringe benefits. Such costs for fringe benefits will be withheld from the employee's pay over the period the employee works preceding his/her temporary layoff, if such temporary layoff is predictable or eminent.

**ARTICLE XXIII
DURATION OF AGREEMENT**

Section A.

Except as otherwise provided, this Agreement shall continue in full force and effect until June 30, 2017. The party wishing to modify or amend this Agreement commencing at its expiration shall be required to submit written notice to the other party at least ninety (90) days prior to the termination of the Agreement. The present Agreement shall remain in effect until a new agreement has been ratified.

Section B.

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

Section C.

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

**ARTICLE XXIV
PUBLIC OBLIGATION**

Section A.

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

Section B.

The exclusive representative agrees, therefore, that during the term of this Agreement, neither the exclusive representative nor any individual employee shall engage in any strike. For purposes of this section, the word, "strike" shall mean concerted action in failing to report for duty, the willful absence, in whole or in part, from the full, faithful, and proper performance of the duties of employment for the purposes of inducing, influencing, or coercing a change in the conditions or compensation or the rights, privileges, or obligations of employment. The parties agree that this article shall not be subject to the grievance or arbitration procedure but is enforceable in the courts.

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

X Michele Nelson
Michele Nelson
President AFSCME Local 81, Council 65

X David Bevaqua
Nashwauk Keewatin Schools- Board Clerk

X Leann Stoll
Leann Stoll
Labor Representative-AFSCME Council 65

X Risa Perata
Nashwauk Keewatin Schools-Board Chair

Dated this day 4/12 of 2018

Dated this _____ day of 2018

APPENDIX "A"

ESA	YEAR	7/1/2017	7/1/2018
	1	\$ 14.74	\$ 15.03
	2	\$ 15.51	\$ 15.82
	3	\$ 16.31	\$ 16.64
	4	\$ 17.11	\$ 17.45
MAINTENANCE	YEAR	7/1/2017	7/1/2018
	1	\$ 20.60	\$ 21.01
	2	\$ 21.64	\$ 22.07
	3	\$ 22.78	\$ 23.24
	4	\$ 23.92	\$ 24.40
CUSTODIANS	YEAR	7/1/2017	7/1/2018
	1	\$ 19.31	\$ 19.70
	2	\$ 20.38	\$ 20.79
	3	\$ 21.45	\$ 21.88
	4	\$ 22.52	\$ 22.97
LPN	YEAR	7/1/2017	7/1/2018
	1	\$ 15.27	\$ 15.58
	2	\$ 16.12	\$ 16.44
	3	\$ 16.92	\$ 17.26
	4	\$ 17.77	\$ 18.13
BUILDING SECRETARY	YEAR	7/1/2017	7/1/2018
	1	\$ 22.33	\$ 22.78
	2	\$ 23.43	\$ 23.90
	3	\$ 24.45	\$ 24.94
	4	\$ 25.63	\$ 26.14

