
**Collective Bargaining Agreement
Between
Independent School District #316, Greenway
Public Schools**

And

**The American Federation of State, County and
Municipal Employees, AFL- CIO,
Local Union NO. 456**

July 1, 2021- June 30, 2023

Current Board Members
 Bob Schwartz
 Bill Hoeft
 LaNea Johnson
 Mary Kay Jackson
 Carissa McIlwain
 Ryan Johns
 Lee Warne (SUPERINTENDENT)

2021 Negotiations Committee
 Troy Bauch (Afscoe Rep)
 Lisa Hallie
 Deb Groshong
 Patty Rychart
 Mike Delich
 Rene Vogel
 Ryan Becicka

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ARTICLE I PURPOSE AND AGREEMENT

Section A.

It is the intent and purpose of the parties hereto to set forth herein the basic Agreement covering rates of pay, hours of work, and other conditions of employment to be observed between the parties hereto.

Section B.

The provisions of the Agreement constitute the sole procedure for the processing and settlement of any claim by an employee or the Union of a violation by the Employer of 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

Section A.

Each of the parties of this Agreement hereby acknowledges the rights and responsibilities of the other parties and agrees to discharge its responsibilities under this Agreement.

Section B.

The Employer, including its managerial, supervisory and representatives at all levels, is firmly bound to observe the conditions of this Agreement.

Section C.

The Union including its officers and representatives and all employees are firmly bound to observe the conditions of this Agreement.

Section D.

In addition to the responsibilities that may be provided elsewhere in this Agreement, the following shall be observed:

1. The applicable procedures of the Agreement will be followed for the settlement of all grievances. All grievances shall be considered carefully and processed promptly in accordance with such procedures.
2. There shall be no interference with the rights of employees to become or continue as members of the Union, unless otherwise directed within the terms of this Contract.

ARTICLE III RECOGNITION

Section A.

The Employer hereby recognizes Local Union 456 and Minnesota Council 65, American Federation of State, County and Municipal Employees, AFL-CIO, as the exclusive representative for collective bargaining purposes for all employees of Independent School District No. 316, Coleraine, Minnesota, who are public employees within the meaning of Minnesota Statute 179A.03, subd. 14, excluding supervisory, confidential and instructional employees.

Section B.

The Employer shall not enter into any agreement with the employees coming under the jurisdiction of this Agreement, either individually or collectively, which in any way conflicts with the terms and conditions of this Agreement. No discrimination shall be exercised against any employee because of race, creed, sex, color or political belief.

Section C.

The Employer agrees to deduct from the salary of each employee who has signed an authorized payroll deduction card a sum certified by the Secretary of Local 456, which are Union dues of the Union or other Union Approved deductions, such deductions to be made from the payroll period ending the second period of each month, and to transmit to the Financial Secretary of Local No. 456 the total amount so deducted, together with a list of names of employees from whose pay deductions were made. Deductions may be terminated by the employee giving thirty days written notice to the Secretary of the Local, after which the Secretary shall notify the Business Office to stop deductions. Fair share deductions shall also be made for those employees who are not Union members. District agrees to a union deduction that will have only one vendor check issued.

Fair Share Fee:

In accordance with M.S. 179A.06, subd. 3, as amended, any employee included in the appropriate unit who is not a member of the exclusive representative may be required by the exclusive representative to contribute a fair share fee for services rendered by the exclusive representative. The fair share fee for any employee shall be in an amount equal to the regular membership dues of the exclusive representative, less the cost of benefits financed through the dues and available only to members of the exclusive representative, but in no event shall the fee exceed 85% of the regular membership dues.

The exclusive representative shall provide written notice of the amount of the fair share fee assessment to the Director, 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 Director, the school district, and the exclusive representative within thirty (30) days after receipt of the written notice. All challenges shall specify those portions of the assessment challenged and the reasons therefore, but the burden of proof relating to the amount of the fair share fee shall be on the exclusive representative. The school district shall deduct the fee from the earnings of the employee and transmit the fee to the exclusive representative thirty (30) days after the written notice was provided or, in the event a challenge is filed, the deductions for a fair share fee shall be held in escrow by the school district pending a decision by the Director, PERB 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 herein.

ARTICLE IV SENIORITY

Section A.

Seniority standing shall be granted to any employee of Independent School District No. 316 who has completed sixty-seven (67) working days in a calendar year. Once having accrued said number of days worked, the employee's seniority shall revert to the first day of employment that was used in the sixty-seven (67) day calculation.

Temporary and/or substitute employees shall accrue and establish an overall seniority date; however, such employees shall not establish a departmental seniority date and/or accrue departmental seniority until such time as the employee is awarded a position, as per the posting provision of this Agreement.

Seniority standing shall be granted as per Minnesota Statutes (PELRA) to any employee of Independent School District No. 316. (Unless otherwise specifically stated, whenever the term "employee" is used in this Agreement, the term shall refer only to an employee covered by this Agreement and to no other employee of the Employer, as per the Recognition Clause.

An employee's regular scheduled day shall equal one day of seniority. (i.e., actual days worked, vacation, holidays, paid sick leave, personal business days, bereavement leave days, paid disability, Union days, workers compensation days, sick child care days, snow days, authorized leave of absence not to exceed 5 days

Departments:

Basic Non-Instructional

- a. Custodial, , high school, grade school secretaries, and middle school (principals) secretaries, maintenance, crafts, and hired before May 1, 1983.

Unit 1:

- Aide/LPN, Licensed
- School Nurse/Clerical Aide, Non-licensed
- Teacher Aide
- Nurse Aide, Non-licensed
- All Other Aides

Unit 3: Food Service

Section B.

An employee shall lose his seniority standing upon voluntary resignation from employment or upon discharge. Seniority and employment shall be terminated for employees who are not on an approved leave of absence or permitted leaves granted under the Articles relating to same in this Agreement.

An employee's seniority shall not be terminated because of absence due to illness, authorized leave of absence, or layoff, provided, however, during such illness or disability leave and as a condition of its continuance, the employee shall furnish the Employer with a physician's certificate at intervals of six (6) months, certifying the employee's inability to return to work due to such continued illness or disability and, provided further, that an employee's seniority shall not accrue when absent due to unpaid illness or unpaid disability leave, authorized leave of absence in excess of five (5) days, or layoff.

Section C.

In the event of a layoff or reduction in work force due to elimination of a position or reduction in the normal work hours per day or week, or months worked per year, employees shall be laid off or reduced in time worked according to their seniority in the inverse order of hiring within their respective departments. Employees shall be rehired according to seniority in the inverse order of layoffs within their respective departments. Seniority shall not accrue while an employee is on layoff.

Section D.

In the event of a reduction of force or elimination of a position or time worked, as described in Section D, within the five departments, a senior employee can exercise his/her seniority over a junior employee within any of the five departments, providing said employee has earned his/her seniority, whether it be current or frozen, in that department he/she opts to bump into, and provided that he/she has the necessary qualifications to perform the duties of the job involved. The Employer shall make the determination as to whether or not the employee possesses the necessary qualifications within twenty (20) days. The Employer shall grant a forty-five (45) working day trial period to make the determination as to whether or not the employee possesses the necessary qualifications. An employee must complete the trial period in a department before accruing seniority in that department.

Section E.

In the event an employee is assigned to a position that has a higher rate of pay than the employee previously received, the higher rate of pay shall apply.

Section F.

Bargaining unit employees shall be offered first preference for all available hours of work in order of greater seniority and qualifications for the work. Temporary vacancies known to be in excess of twenty (20) working days shall be posted on employee bulletin boards.

Section G.

Notice of all vacancies and newly created positions shall be posted on the employees bulletin boards, with notice of said postings being mailed to the last known address of all employees on short or long term disability or workers compensation or layoff, and all employees shall be given seven (7) days time to make application to fill the vacancy. Within three (3) working days, all applicants shall be considered for the vacancy. The senior employee applying for the vacancy shall be granted the position, provided he/she is qualified of performing the duties of the job. Said employee shall be granted a 45 working day trial period in which time he/she may opt to return to his/her previous position, and the Employer shall have the same 45 working day period to determine whether the employee is qualified of performing the duties of the position. In the event the employee opts to return to his/her previous position, he/she shall state in writing that he/she is not able or qualified to perform the duties of the position, provided, however, such shall not be interpreted so as to prohibit an employee from bidding for and being awarded a position if the employee later becomes able or qualified to perform same.

In the event the Employer determines that the employee is not qualified of performing the job duties, said employee shall return to his/her previous position and shall retain the right to appeal the Board's decision via the grievance procedure. Vacancies are to be posted as follows: Description of work, rate of pay, work hours, and classification. Background and experience shall also be considered as factors in determining an employee's qualifications for a vacancy.

Section H.

The following shall be the procedure to fill any type of vacancy by numerical order, providing an employee opts for said vacancy. In all cases, seniority and qualifications shall prevail. Whenever two or more applicants are equally qualified, seniority shall be the determining factor.

1. Working employees in the Department where the vacancy exists or employees who have retained frozen seniority in said Department.

2. Employees on layoff from the Department where vacancy exists or employees on layoff with frozen seniority in said Department.

3. Employees currently employed by the School District from any of the other Departments.

4. Employees from the other Departments on layoff.

For the purpose of this section, an employee shall be considered for a vacancy or newly created position in the preceding order as outlined, provided the employee currently holds or has held a previously posted position or was awarded their current position via the bumping process. Employees hired as temporary or casuals and who technically do not hold a posted position shall be considered for said positions only after the aforementioned procedure has been exhausted and prior to hiring outside the existing work force effective May 1, 1987. Current employees and subs who hold seniority in the bargaining unit, who have not held, or do not hold a posted position within the bargaining unit, shall be grandfathered in effective May 1, 1987.

Section I.

Employees of the School District will be used as much as possible in transfers and will have preference over outside applicants.

Section J.

Employees may work in more than one Department and hold seniority in multiple Departments, providing the schedule of working hours of each Department does not conflict with each other.

Section K.

Employees on layoff who are called back to work on a temporary basis must meet the insurance carrier's requirements as to minimum amount of working days needed to become eligible for insurance coverage.

Section L.

Employees on layoff may bypass bidding or accepting a job posting on a vacancy and still retain seniority, but cannot exercise their seniority later on or opt to bump a junior employee from the previously passed vacancy providing said job is not altered in hours or job classification.

Employees on layoff shall be notified of job vacancies prior to outside applicants.

Employees who are laid off shall report in writing each six months to the Superintendent of Schools of their availability for employment. Failure to notify the Superintendent of Schools in writing of availability for employment each six months shall constitute a forfeiture of seniority.

If an employee is working for the School District in any department or classification, they will not be considered on layoff. Employee will not be required to submit a letter to the administration every six months to show their interest in continuing their employment with the District and thereby not losing their seniority in any other department or classification in which they may hold seniority.

Section M.

Employees working in a regular job classification acquired by the posting or job application procedure and temporarily transferred to another department shall accrue seniority in their previously held bid for position. In the event said employee remains in the temporary position and the posting procedure under Article IV, Section I, is implemented and said employee is awarded the position, the employee's seniority in the new department would revert back to his or her first day of work in the new department as a result of the temporary transfer.

Section N.

The seniority list shall be brought up to date by the Superintendent of Schools no later than September 1st of each calendar year, and shall be posted on employees bulletin boards for a period of fifteen (15) days. Such seniority list shall contain both overall and departmental seniority dates for all employees who have acquired seniority standing, provided however, temporary and/or substitute employees shall only be granted an overall seniority date.

A copy of the seniority list shall concurrently be mailed by the Superintendent of Schools to the Secretary and President of the Union and to all ISD #316 bargaining unit members. The individual employees or Union shall be obligated to submit any corrections of the seniority list to the Superintendent of Schools within the period of September 16th to the 30th of each calendar year to be approved and certified by the Employer and returned to the Union.

The Employer shall use the most current approved and signed seniority list as the base and count daily accruals occurring after the date such seniority list is brought up to date, to determine the most senior employee, where consideration of part-time employee seniority is a factor in awarding job posting.

An employee returning to a department wherein the employee holds frozen seniority in accordance with this bargaining agreement shall have their previous calendar year seniority date within that department re-established to reflect the years, months and days in order to establish a new calendar year and date of seniority for that individual thus crediting the actual amount of frozen seniority time by adjusting the date of return to reflect same.

Section O.

The rights of all employees within the five departments of the School District are provided for in Article IV, Section A. The Employer will recognize and permit any employee to apply for transfers from one

department to another when either a newly created position or a vacancy exists, and proper posting procedure in a specified department have been complied with. The Employer, in selecting an applicant to fill such a vacancy or newly created position, shall use the determination of qualifications. The employee being transferred from one department to another shall freeze his/her seniority. Such employee, in being transferred, shall continue to carry over all accumulated sick leave and vacation credits into the department for which he/she has applied. However, such employee shall be governed by the conditions of the new department with respect to fringe benefits and other working conditions. In the employee's option of moving or being transferred to another department, he/she shall establish a new seniority date in that department.

Section P.

On whatever date an employee is transferred from the regular bargaining unit to a position outside of the bargaining unit, such employee's seniority date shall be frozen in the regular unit for a period of 45 working days from the first day such transferred employee works in the new position. In the event an employee so transferred opts to return to their former position within the bargaining unit, prior to the expiration of said 45 days, they shall retain seniority ranking and all benefits and privileges therein.

Section Q.

Probation. New employees shall be considered on probation for one hundred twenty (120) working days from their first date of hire. During such probationary period, the employee may be discharged at the sole discretion of the Employer without any recourse to the grievance procedure.

Section R.

If, as a result of a merger between School District No. 316, Coleraine, and another school district, all School District 316 employees shall retain their seniority and classification. The seniority shall be merged into one list for all employees for the purpose of job postings, protection from layoff, and right to recall.

ARTICLE V GENERAL PROVISIONS

Section A.

Representatives of the American Federation of State, County and Municipal Employees, AFL-CIO, shall have access to the premises of the Employer at reasonable times and subject to reasonable rules to investigate grievances and other problems with which they are concerned.

Section B.

There shall be no replacement of regularly employed employees by voluntary or relief workers for all school activities, excluding use of technicians who are employees of a for-profit professional artist or performance company; ticket takers and concession stand workers. When such request by outside organizations are made of the school district for the use of buildings, equipment, or transportation vehicles, it shall be the responsibility of the Employer or a delegated authority to make the working assignment, be they an employee of the school district or any other qualified person not employed by the school district.

Section C.

The Employer will erect and maintain a bulletin board of reasonable size to be placed in each one of the district buildings, which bulletin board shall be for the use of the Union to post any notices or documents relating to Union affairs.

Section D.

All employees who are scheduled to work in more than one building within an eight (8) hour shift and travel by employee providing his own transportation is authorized, shall receive the legal rate for the necessary mileage involved.

Section E.

Whenever an employee of the Employer is selected as a jurist and whenever such employee is required to vacate himself from his regular duty or service because of jury duty, or is subpoenaed as a witness for I.S.D. #316 court related matters, such employee shall be compensated the difference in each daily wage by the Employer, not to exceed a maximum day's wages, including the compensation received by serving as a jurist.

Subject to the requirements of Federal and State laws, employees who are members of either a National Guard or Reserve component of the U.S. Government, shall be entitled to a leave of absence without loss of pay, seniority status, vacation accrual, sick leave, or any other benefit to which they are entitled to attend required training not to exceed fifteen (15) days in any calendar year. The employee must comply with the notice requirements of the law. Should either State or Federal law change regarding this issue, it is agreed that this paragraph will be amended to conform to these requirements.

Section F.

No employee shall engage in Union activities during the time he/she is on duty, except that members of the Union's negotiating committee or its special consultants, not to exceed five (5) in number, shall, upon proper application, be excused without loss of pay for working time spent in negotiation sessions with the Board or its representatives. No employee shall use school facilities for union activities during the school day, nor shall any employees use school facilities for planning or engaging in strike activities or union activities which are adverse to the school district's operation.

Section G.

In the event a general layoff is contemplated, the Employer shall advise the Union, employees, or their known representative, to discuss the problem with them before any action is taken.

Section H.

Whenever employees report to duty and due to inclement weather school is closed, employees shall be excused from work for the day, or any part or fraction of a day, and shall not be required to make up work time for such excused periods. Whenever employees are unable to report to work because of inclement weather, they shall not be required to make up work time for such excused day when school is closed. If inclement weather occurs during a regular scheduled vacation period (Christmas, Easter, etc.), the time off is to be made up.

Section I.

Employees may be granted a leave of absence. Authorized leave to be determined by supervisor if a suitable replacement can be found.

Section J.

Personnel Files. An employee shall be entitled to review evaluation reports, disciplinary notices or records, and attendance records contained in the School's personnel file during reasonable times and in the presence of a representative of the School District, and the Union at the request of the employee. An

employee shall be granted, upon their request, the first copy of items placed in their personnel file records and/or copies relative to a grievance related matter, at no cost to the employee.

Copies other than those regarding a grievance related matter or those granted in addition to the initial copy may be charged at cost to the employee.

Section K.

Employees required to possess a boiler license shall be reimbursed 100% by the employer for required license fees.

Section L. Drug and Alcohol Testing Policy

The parties agree to adopt the District Drug and Alcohol Testing Policy as an attachment to and extension of the Collective Bargaining Agreement.

The provisions of this Policy are intended to comply with the Omnibus Transportation Employee Testing Act of 1991, Minnesota State Statutes, and relevant Department of Transportation regulations.

Accordingly, violations of said policy shall be subject to the grievance and arbitration procedure as set forth in the parties Collective Bargaining Agreement.

Section M. Comparable Worth/Job Evaluation Committee

The parties agree to establish a Comparable Worth/Job Evaluation Committee, to be comprised of equal representation by the employer and the Union, Union to select its representatives to serve on such committee.

The Committee shall be charged with reviewing and evaluating AFSCME Local #456 job classifications. The Committee shall evaluate and assign point values to newly created positions whenever such are established and with re-evaluating existing positions whenever the job duties of a classification are amended to add additional job skills, training and/or educational requirements or other factors which are likely to increase the point values of such classification. The parties agree to implement said Committee no later than two (2) months after the conclusion of these negotiations. The Committee shall begin by reviewing existing job classifications.

Job classifications which have significantly changed shall be updated to reflect the employee's job duties, knowledge requirements (i.e., education, on-the-job training, etc.) and responsibilities, and same shall be submitted to the job evaluation process.

The Committee shall review any new job and determine its proper job classification. Jobs that have significantly changed will be reviewed by the Joint Job Classification Committee.

Should such determination show the position as rated higher than currently rated, any affected employee shall be paid the new rate commencing with the beginning of the immediately following pay period.

If a position is devalued, the incumbent or new employee will be red-circled until such time as such employee qualifies for the next step increase.

Requests for jobs to be re-evaluated by either management or the bargaining unit shall include specific justification for the review.

The job evaluations shall be completed using the State Job Match for Schools, or an equivalency.

Section N.

Should the School District enter into a collaborative agreement with other school districts in Itasca County, all School District employees who were employed by the School District prior to January 1, 2005, will have their seniority protected as well as their salary and benefits.

ARTICLE VI RIGHTS OF MANAGEMENT

Section A.

The management of the School District No. 316 and the direction of the working forces, including the right to direct, plan and control school district operations; to hire, recall, transfer, promote, demote, suspend, discipline and discharge employees for good and sufficient reasons; to lay off employees because of lack of work or for other legitimate reasons; to introduce new and improved operation methods and/or facilities; and to change existing operating methods and/or facilities, and to manage the School District in the traditional manner are vested exclusively in the Employer.

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

Section B.

All non-instructional employees who are in good standing and who have satisfactorily fulfilled the period of probation shall be subject to discharge for cause and due process of law.

In dealing with the following points, Article VI, Section B, shall apply:

1. Pilfering of School District's equipment and supplies.
2. Use or possession of intoxicating beverages and/or drugs during the course of employment or when on school premises.
3. Immoral conduct, including physical abuse or abusive language.
4. Employees driving any school district vehicle and having consumed alcoholic beverages within six (6) hours of driving said vehicle.
5. Insubordination, including gross disobedience of orders of a supervisor, or refusal to perform assigned duties.
6. Gross incompetence and workmanship in performance of duties provided

employee has been given proper notice and counseling relative to such inadequate performance of duties.

7. Intentionally falsifying time sheets.

8. Repeated violations of rules and regulations.

Section C.

Other infractions of established rules will be dealt with:

1. Written warning

2. Corrective layoff or suspension (one to five days, depending upon the seriousness of the infraction).

Section D.

Defining Custodial or Janitorial and other non-instructional employees duties, we will use the United States Office of Education definition:

He/she shall:

1. Preserve property
2. Protect health and safety
3. Provide climate for learning
4. Develop public good will
5. Maintain cleanliness and neatness
6. Effect operating economies

ARTICLE VII DEMOTIONS AND TRANSFERS

Section A.

Demotions or transfers shall be made for good and sufficient reasons. The Union and the employee affected shall receive prior notice upon stated charges, in writing, of any such action.

ARTICLE VIII SUSPENSION AND DISCHARGE

Section A.

The employee shall be notified of the reason(s) of his/her suspension or discharge verbally at the time of discharge and in writing within five (5) working days of the suspension or discharge. If the employee feels he/she has been suspended or discharged without good reason or that the period of suspension is unwarranted, the employee shall have the right of appeal by invoking the normal grievance procedure within fourteen (14) working days of the date of suspension or discharge. If it is determined that the suspension or discharge was made without good reason, the employee shall be reinstated immediately and shall receive full pay for any time lost as a result of the disciplinary action taken.

Section B.

An employee whose employment is terminated for just cause will forfeit accumulated sick days.

ARTICLE IX GRIEVANCE PROCEDURE

Section A.

A duly authorized grievance committee representing the Union shall be named by the Union, and a list of names of members of the committee will be submitted to the Superintendent of Schools and the Chairman of the Board of Education by March 15 of each calendar year.

Definition of Grievance: A grievance shall mean an allegation by an employee resulting in a dispute or disagreement between the employee and the School District.

Section B.

1. The Employer and the Union shall attempt to adjust all grievances which may arise by virtue of these regulations or otherwise in the following manner.

2. All grievances must be filed and submitted in writing within fourteen (14) working days from the date of infraction. Commencing with the first step of this procedure, if an employee or the Union fails to comply with the above time limits, the grievance shall not be valid and shall not be processed through this procedure.

If the discussions or adjustments of grievances at any step take place during work hours, only three members of the grievance committee shall be excused from work without loss of pay.

STEP A

All grievances must be reduced to writing within thirty (30) days of which the affected employee learns of the alleged infraction for the screening hearing and/or Step A if the screening hearing is waived. The Superintendent shall respond in writing within ten (10) working days of the hearing committee meeting.

First, an effort shall be made to adjust the grievance between the employee or his representative and the foreman or department head. The foreman or department head shall acknowledge and give disposition of the grievance in the first step in writing to the employee and the Union within ten (10) working days from the date of grievance reading between the parties on Step A. Should

the foreman or department head fail to answer grievance within the time limits of Step A, such grievance shall be honored and considered settled. (In the event grievance is unresolved, the grieving party or the Union shall have ten (10) working days to submit the grievance to Step B.)

STEP B

In the event no settlement is thereby reached, the employee or the employee's representative shall submit the grievance in writing to the Superintendent, and the Superintendent shall arrange for a meeting to process the grievance within ten (10) working days. The Superintendent shall, within ten (10) working days after such meeting on the grievance, submit a written answer to the employee and the Union.

STEP C

In the event no settlement is thereby reached, the employee or his representative shall submit a request to the Employer within ten (10) working days to provide a formal hearing on the grievance in an effort to resolve the grievance. The Employer shall schedule a formal hearing within fifteen (15) days thereof. This formal hearing shall be transcribed and recorded by the Employer and copies submitted to the Union, along with the final disposition of the Employer, within ten (10) working days.

STEP D

In all cases, when a grievance or dispute is submitted to the provisions of Step C and remain unresolved, the parties hereto agree that within ten (10) working days after Step C, the parties shall submit to the Director of Mediation a request for a list of seven names for the purpose of the parties to select one of the seven names as the arbitrator. Upon receiving the list, the method in the selection shall be by virtue that each of the parties shall eliminate one name at a time until one name remains. The remaining name shall be the arbitrator who shall make his/her decision regarding the grievance and which shall be binding on the parties. It is hereby further agreed that the cost and expense of the arbitrator shall be shared equally by the parties of this Agreement. The arbitrator may not add to or subtract from the language of this Agreement.

The Method in Striking the Names Submitted for the Arbitrators: The grieving party shall strike the first name.

Duly authorized representatives of the Union shall have the right to accompany Union grievance committee in the discussions or adjustments of any and all grievances and on any and all steps.

ARTICLE X FRINGE BENEFITS

Section A.

Fringe benefits will be pro rated for all employees scheduled to work between 20 and 40 hours per week, inclusive, with an employee working 20 hours per week paying 50% of all fringe benefits costs, unless otherwise stated. Employees will not begin qualifying for fringe benefits until the employee fills a permanent

posted position or at such time as the employee is employed by the District and has worked as a temporary employee for a period of six (6) calendar months. Except for new employees hired during the year or employees posting to a newly created position during the year, assigned hours on record as of November 30 of the current year will be used to determine the premium paid by the School Board.

Section B.

All employees under the bargaining agreement who work less than 20 hours per week shall receive the applicable snow days on a pro rata basis.

ARTICLE XI VACATION

Section A.

Vacation Chart A*

All regular full-time non-instructional employees shall receive:

Two weeks of paid vacation after one (1) year of service;

Three weeks of paid vacation after five (5) years of service;

Four weeks of paid vacation after ten (10) years of service;

Five weeks of paid vacation after fifteen (15) years of service;

Six weeks of paid vacation after twenty (20) years of service.

In addition, one (1) extra day of vacation shall be granted for each year of service over twenty (20) years of service. When an employee's anniversary date falls after the vacation period within the fifth, tenth, fifteenth or twentieth calendar year, he/she shall receive the pro rata amount of vacation credit for such calendar year in whichever the case may be, using the employee's anniversary date in the computation. Employees working less than full time shall receive vacation benefits on a pro rata basis, provided, however, part-time employees hired after July 21, 1992 who work less than forty (40) hours per week are not eligible for vacation pay. The Employer shall calculate the vacation pay during June and issue this "extra payroll" prior to June 30th of each calendar year.

Vacation Chart B

*All Employees keep what they currently have earned for vacation under Chart A above, however they can only get more vacation if they improve via Chart B below. The effective date for the implementation of Chart B shall be January 3, 2011 for all current employees except for employees hired on July 1, 2010 or after.

New Employees as of July 1, 2010 are governed entirely by Chart B below.

One week of vacation after; one (1) year of completed service.

Two weeks of vacation after; two (2), three (3), and four (4) years of completed service.

Three weeks of vacation after; five (5) to nine (9) years of completed service.

Four weeks of vacation after; ten (10) to twenty-five (25) years of completed service.

Five weeks of vacation after; twenty-six (26) or more years of completed service.

All employees keep what they currently have for vacation, however, they can only get more vacation if they improve via the above chart.

New employees as of July 1, 2010 governed entirely by above chart.

Section B.

From March 1 to March 15 of each calendar year, department heads will consult with all regular full-time employees entitled to vacation, and from such consultation, a working schedule for vacation periods will be established. In the establishment of such working schedule, the employee must indicate in Section B, his/her option as provided for in Section E to be properly posted under the provisions of Section C. The right of the senior employee will prevail in the selection of the vacation time when an agreement cannot be reached among the employees.

Section C.

The vacation schedule shall be posted no later than April 1st of each calendar year. There shall be no subsequent changes in the vacation schedule for any employee unless such employee desiring to make a change in his/her vacation schedule shall submit to management a written request with specified dates of the requested change in vacation scheduled. Such changed vacation schedule may be granted by management providing, however, that no other employee is affected by such change; providing further that Section E of this Article for minimum vacation schedule shall apply in all cases. Not applicable to seasonal employees.

Section D.

Any employee who on or after April 1st of each calendar year desires to have a vacation period outside of the vacation schedule period October 31st shall, prior to July 1st of each calendar year, submit a request in writing to Administration of his/her desires and further state the desires of the change; however, it being understood that all vacation periods must end by December 31st of each calendar year. If the needs of the service will permit, and no other employee is affected by such request, Administration may grant such a change in vacation schedule; providing, further, that Section E of this Article for minimum vacation schedule shall apply in all cases. Not applicable to seasonal employees.

Section E.

The vacation period of an employee shall not be split, except at the option of the employee, providing however, that in the selection of such option, the employee may request a split vacation of less than one week. Such request shall be in accordance with the provisions provided for under Section B of this Article. Up to two (2) weeks of accumulated vacation days or hours can be carried from one year(fiscal year- July1) to the next at the employee's option, with the supervisor's approval.

Section F. Part-time Bus Drivers, Clerical Aides, Food Service, Laundry.

Upon completion of an accumulation of 2,080 hours, each eligible employee shall be entitled to 80 hours of vacation pay. Each year thereafter, he/she shall receive vacation credits based on the number of hours worked during that school year over the basic 2,080 hours to produce the fractional credit value until the accumulation reaches the second step of 4,160 hours at which time the number of hours per year over the 4,160 hours to produce the credited value, and shall continue to be prorated as such until the third step increase for the three-week prorating, etc.

For the purpose of computing vacation credits, the employee's original employment date shall be used for the accumulation of hours and vacation credits.

Section G. Vacation Accrual During Income Disability Leave.

Employees who are on leave of absence due to medical disability other than a work-related disability and are receiving the income disability insurance benefits shall continue to accrue seniority and vacation benefits during and up to the end of 60 working days of said leave. An employee who continues on said leave of absence for more than 60 working days shall continue to accrue seniority after said time, but shall not accrue added vacation time.

ARTICLE XII SICK LEAVE

Section A.

All regular full-time non-instructional employees shall earn sick leave at the rate of 12 day (s) per year. A day shall equal daily assigned hours. Part-time non-instructional employees working approximately 10 months of the year shall earn leave at a rate of 8 day(s) per year. and Part-time non-instructional employees working approximately 9 months of the year shall earn sick leave at the rate of 7 day (s) per year. A day shall equal daily assigned hours, accumulated to 180 working days (150 only toward retirement), July 1st, being the starting date.

Section B.

All part-time employees working less than full time shall earn sick leave credits on a pro rata basis accumulative to 180 working days (150 only toward retirement). For any part-time employee absent due to sickness, he/she shall be paid on a pro rata basis computed on the assigned number of hours worked per day.

A temporary employee who has an assignment greater than three (3) months shall be granted sick leave at the rate of one (1) sick day per month worked (pro-rated based on daily assignment hours) commencing on the first day worked as a temporary employee. Sick leave accumulated by a temporary employee may be used only during the temporary assignment.

Section C.

The Employer may require the employee to present satisfactory evidence of inability to work due to illness or accident. An employee may utilize sick leave for absence necessitated by illness, disability, child bearing-related problems, necessary mental health, medical or major dental care, or participation in a family counseling session of a rehabilitation program of a family member.

Section D.

An employee may use sick leave accrued pursuant to Article XII for the illness or injury care of the employee's spouse or the parent/stepparent, or children of the employee or employee's spouse.

Section E.

If an employee of the School District shall receive a compensable injury and have accrued benefits under either sick leave or vacation plan, the School District shall pay the difference between the compensation received by the employee and his regular monthly pay rate, same to be deducted from the said accrued vacation or sick leave benefits; the Employer will provide for the payments described in this Section during the period of disability. It is understood that the additional payments made to the employee over and above that paid by Workmen's Compensation shall not exceed the amount of credits which an employee is entitled to from such accrued vacation or sick leave benefits.

Section F.

No sick leave credit will be accrued while an employee is away from work due to an authorized leave of absence, sickness or disability.

Section G: Leaves of Absence

Sick Child Care Leave

Any employee may use personal sick leave benefits for absence due to an illness of the employee's child for such reasonable period as the employee's attendance with the child may be necessary, on the same terms that the employee is able to use sick leave benefits for the employee's own illness. An employee returning from a sick leave absence to care for a sick child shall be returned to his/her former position. In the event said position is no longer available due to a reduction in hours or the elimination of the position, the employee shall be re-employed in a position of comparable status and pay, subject to the seniority system and layoff/recall provisions of this Agreement.

School Conference and Activities Leave

The Employer shall grant an employee unpaid leave of up to 16 hours in accordance with Minnesota State Statute 184.9412.

An employee may elect to substitute accrued paid vacation leave or compensatory time for this purpose.

Parental Leave

The Employer shall grant an unpaid parental leave to any employee requesting such leave for the purpose of birth or adoption regardless of the employee's marital status.

The employee and his/her supervisor shall mutually agree on a reasonable choice of when the parental leave starts. The effective beginning date of such leave and its duration shall be submitted, in writing, to the Superintendent with such reasonable advance notice as is available to the employee. If intermittent leave becomes necessary, the Employer and employee will work together to minimize changes in staffing of the employee's position.

In making a determination concerning the commencement and duration of parental leave, the Employer shall not be required to:

- 1) Grant parental leave which is more than six (6) months in duration.
- 2) Permit the employee to return to employment prior to the return date designated in the request for parental leave.

When a parental leave is granted by the Employer pursuant to this policy, the employee shall be notified of the Employer's action in writing.

For the duration of the parental leave, the Employer shall provide and pay for health coverage under the group health insurance plan.

Maternity Leave

If the reason for leave is occasioned by pregnancy, the employee shall have the option to utilize sick leave and/or income protection insurance, as permitted by the insurance carrier, for disabilities related to pregnancy or childbirth and the recovery therefrom. Maternity leave of absence shall be granted to employees on probationary or permanent status when requested, provided however, the Employer may require that the employee provide a doctor's certificate as evidence of an inability to work.

Following childbirth, and upon the employee's signifying her intent to return to work, the Employer may require that the employee produce medical certification releasing said employee for a return to work duty.

An employee returning from parental leave or maternity leave, within the provisions of this Section, shall retain all accrued pre-leave benefits, all previous seniority credit for pay purposes, and any unused leave time accumulated at the commencement of the leave and any unused sick leave time remaining after a maternity leave. Further, such employee shall be re-employed in the same position the employee held prior to such leave. In the event said position is no longer available due to a reduction in hours or the elimination of the position, the employee shall be re-employed in a position of comparable status and pay, subject to the seniority system and layoff/recall provisions of this Agreement.

Failure of the employee to return pursuant to the date determined under this Section shall constitute grounds for termination, unless the Employer and employee agree to an extension of the leave.

Section H.

All employees who have used all of the accumulated sick leave days at that time shall be granted any vacation credits on an even pro-rated amount on a period of less than one year. After an employee has exhausted his/her accumulated sick leave days, he/she shall continue on the group long term disability insurance provided by the Employer. He/she shall continue to hold employee status with the Employer as long as he/she is actively covered by any one of the above areas of coverage.

Section I.

Whenever the Employer or State agencies require a physical, such physical shall be paid for entirely by the Employer. New employees shall be reimbursed any costs incurred once they pass the probationary period of ninety (90) days and have achieved seniority standing. All employees shall have the right to choose the doctor who shall perform said physical, at the facility chosen by the Employer

Section J.

If an employee becomes disabled or dies while employed for the District, any unused portion of the employee's accrued sick leave shall be used to pay for the employees' dependents hospital/medical insurance premiums until the employee's sick leave fund is exhausted, providing the employee was enrolled under the dependent coverage insurance prior to his/her death. In the event a deceased employee's spouse remarries, the aforementioned benefits shall cease.

Section K.

All employees who have 10 years of continuous employment with Independent School District No. 316 and who have reached a retirement age acceptable to the Minnesota Public Employees Retirement Association, Federal Social Security, a retirement age limit set up by Independent School District No. 316, or who become totally and permanently disabled as of, shall continue to be insured under the then existing hospitalization and medical program covering employees and their dependents of Independent School District No. 316.

Section L.

All such employees who have accumulated sick leave days to their credit at the time of retirement or at such time that they become totally permanently disabled shall be credited with an amount of sick leave equivalent to the current value of their unused sick leave accumulation.

Section M.

The monetary amount shall be placed in a special fund for the sole purpose of providing continuation of the retiree's or disabled employee's and their dependents' hospitalization and medical insurance coverage.

Section N.

The monetary value of such accumulated sick leave days shall be determined by multiplying the number of days of unused sick leave by the wage or salary rate per day being paid the employee at the time of his/her retirement or at the time of total permanent disability.

Section O.

The records of the Business Office shall make such determination for employees as to the number of accumulated sick leave days an employee has at the time of retirement or total permanent disability. In all cases, the records of the Business Office shall be final in such determination.

ARTICLE XIII DEATH IN THE FAMILY

Section A.

Three days absence without loss of pay shall be allowed an employee in the case of death in the immediate family. Immediate family shall be defined as brother, sister, son, daughter, father, mother, a guardian, wife, husband, father-in-law, mother-in-law, grandchildren, and grandparents of either of the

employee or his/her spouse. Two additional days shall be granted by the Superintendent for travel, if necessary, or for other reasons as he/she shall deem necessary.

Part-time employees shall be allowed funeral leave only when the funeral leave occurs within such employee's posted scheduled work week.

ARTICLE XIV HOLIDAYS

Section A.

All eligible full-time employees assigned 12 month positions shall receive the following paid holidays:

New Year's Eve	Memorial Day	Thanksgiving Day
New Year's Day	Fourth of July	Friday after Thanksgiving
Good Friday	Labor Day	Christmas Eve
Easter Monday (if school is not in session)		Christmas Day
Presidents Day (if school is not in session)		

Designation of Date: "Holiday" includes New Year's Day, January 1; Good Friday; Easter Monday, provided school is not in session that day; President's Day, if school is not in session that day; Memorial Day, last Monday in May; Independence Day, July 4th; Labor Day, first Monday in September; Thanksgiving Day, 4th Thursday in November; Friday after Thanksgiving, 4th Friday in November; Christmas Eve, December 24th; or Christmas Day, December 25; or New Year's Eve, December 31; provided when New Year's Day, January 1; or Independence Day, July 4; or Christmas Eve, December 24; or Christmas Day, December 25; or New Year's Eve, December 31, falls on Sunday, the following day shall be a holiday and, provided when New Year's Day, January 1; or Independence Day, July 4; or Christmas Eve, December 24; or Christmas Day, December 25; or New Year's Eve, December 31; falls on Saturday, the preceding day shall be a holiday.

Grandfather Clause: The following employees are grandfathered into receiving the paid holidays of a full-time assigned 12 month employee:

Cindy Mjolsness
Gwen Geisler

All part-time employees working less than forty (40) hours per week less than 12 month positions and all full-time employees working less than 12 month positions shall receive paid holidays on the list below on a pro rata basis computed on the assigned number of hours worked per day

Labor Day (if school begins before LD); Thanksgiving Day;
Presidents Day (if school is not in session); Friday after Thanksgiving
Easter Monday, (if school is not in session), Good Friday;
Memorial Day (if school extends beyond Memorial Day)

Section B.

All regular employees who are required to work on any of the above holidays shall be compensated at time and one-half the regular classified hourly rate of pay for their work that day, in addition to their regular holiday pay, providing a minimum of three (3) hours pay for such requirement.

The Union shall submit notice, in writing, to the Employer requesting permission to substitute days off in conjunction with holiday for long weekends, providing that in such request, employees agree to work a preceding Saturday at the regular hourly rate of pay for the benefit of such day off. In situations where a department can make arrangements with the immediate supervisor to alter the above provision, such arrangement is permissible providing the majority of the department agrees to such a condition; a request must be submitted in writing. Definition of a department as follows: 1) District Clerical Staff; 2) All Custodial Staff of Greenway High School and Vandyke Elementary School; 3) All Custodial Staff of Connor-Jasper Middle School; 4) All Outlying Custodians; 5) Transportation Department including Truck Drivers; 6) Crafts.

Section C.

When a paid holiday falls during an employee's vacation period, the holiday shall not be counted as a day of his or her vacation.

Section D.

All full time and part-time employees, excluding employees on probation, shall be entitled to three (3) personal business days with pay each year, accumulative to five personal days each year for non vacation earning staff, accumulative to 4 personal days each year for vacation earning staff, providing three days notice be given prior to the date requested, for business that is not possible to conduct after the work day. Prior approval from the employee's supervisor and the Superintendent must be received before taking a personal business day. Personal business day shall be used in increments of not less than three (3) hours.

ARTICLE XV HOURS OF WORK

Section A.

The basic workday and workweek shall consist of eight (8) hours per day and forty (40) hours per workweek. Day shift employees shall work eight (8) hours per day, inclusive of the one-half (1/2) hour paid lunch period. An employee working less than forty (40) hours per workweek shall be paid the regular classified hourly rate of pay for the appropriate hours.

Section B.

An employee who is called out for service during his regular scheduled time and/or days off shall receive a minimum of two (2) hours pay.

Section C.

Split shift work will not be scheduled for employees of any department.

Section D.

If the needs of service permit, all employees shall receive two (2) fifteen (15) minute rest breaks in each eight (8) hour shift at times designated by their immediate supervisor, except that all employees working straight eight (8) hour shifts shall not exceed thirty (30) minutes for lunch and coffee breaks.

Section E.

All employees who are scheduled to work or assigned to work beyond 2:00 p.m. shall receive a \$.35 per hour shift differential for all hours worked beyond 2:00 p.m. Regular scheduled day shift employees and part-time drivers shall not be entitled to the shift differential during their normal scheduled day shift hours or daily runs. Work hours performed after their regular scheduled day shift or daily runs shall be eligible for shift differential. Regular late runs shall be considered as part of the daily runs.

Section F.

When an employee working as a Teacher's Aide is assigned to a specific student and such student is absent, said Aide shall be assigned other work duties for the scheduled work hours.

Section G.

Any employee who works ten (10) hours per day for four (4) days per week, subject to his/her supervisors approval, shall be credited with five (5) days of seniority.

ARTICLE XVI OVERTIME HOURS

Employees within the custodial, maintenance crafts, that want overtime must sign up with their supervisor (or designee). All overtime hours shall be on a rotating basis. An accurate record shall be kept for all hours refused and hours worked. All such hours shall be posted each month.

Section A.

In the case of extra work load, all employees who have registered for overtime hours or extra work hours in accordance with Section B shall be given preference over outside the bargaining agreement personnel for all such hours, providing they are qualified to perform the duties involved and said hours will not interfere with their regular 8-hour shift or normal regular daily work shift. Once an employee has been offered and the employee has accepted an overtime or extra work shift, the Employer is not required to change the employee's accepted work shift to offer a shift of more hours.

Extra work load is defined as work that cannot be performed by the regular employees during the normal day shift or afternoon shift working hours as assigned within their respective classifications.

Section B.

Overtime work on a job other than an employee's current job classification shall be paid at the rate of the job class worked.

Section C.

An employee who chooses compensatory time off in lieu of overtime shall be compensated 1.5 hours for every hour of overtime allowed. Compensatory time off shall be taken at the discretion of the Employer, but never later than the end of the following pay period. The employee may take the wages due at time and one-half the regular pay rate. The supervisor must approve the accumulation of compensatory time prior to its accumulation.

Section D.

It is understood between the parties that when the Maintenance Supervisor has approached all eligible employees who have signed up for the overtime list as to whether or not they wish to work the late evening overtime for special student functions, and having no one from the overtime list accept that overtime, the Supervisor may request a change in schedule hours for the employee working the afternoon shift to provide coverage of the event by someone from the custodial unit.

ARTICLE XVIII EMPLOYEE RESPONSIBILITIES

Section A.

- 1) All employees, for whatever reason they may have, who are not able to be on their job at the regular scheduled time, shall be required to call their supervisor approximately one hour before normal starting time for that day. If an employee fails to meet the requirements of this sub-section, he/she would be subject to the provisions of Article VIII, Section A (Suspension and Discharge).
- 2) If an employee fails to report for work as scheduled, or to furnish his supervisor with a justifiable excuse within 24 hours thereof, such failure to report to work shall be conclusively presumed to be a resignation from the service of the School District and termination of such employee's seniority and employment; provided, however, that if such employee can thereafter furnish his supervisor with reasonable proof that such employee could not report for work or could not notify his superior of his absence because of illness and unforeseen emergency or other justifiable reason, then such employee shall be reinstated without any break in the service record.

ARTICLE XIV WAGE ADMINISTRATION

Section A.

- 1) The pay period shall be two consecutive periods commencing at 12:00 a.m. on the 1st day of each month lasting until 11:59 p.m. on the 15th day of each month. The next pay period shall commence

at 12:00 a.m. on the 16th day of each month and shall end at 11:59 p.m. on the last day of the month. Employees are to be paid on a twice-monthly basis.

The above pay periods and pay days shall apply to all employees.

Section B.

The following has been adopted as School Board policy:

"Any change in tax-sheltered annuities or the number of withholding tax exemptions will be made only once a year; the Business Office must be notified of such changes before April 1st of each year."

ARTICLE XX SUBJECT TO CHANGES BY MUTUAL AGREEMENT

Section A.

The Board shall make available to the Union upon reasonable request any and all available information, statistics and records relevant to negotiations or necessary for the proper enforcement or amendment to this Agreement.

Section B.

Any subsequent agreement reached on the interpretation of any part of the Agreement shall be reduced to writing and signed by the Board or its designee and the Union or its representative. It shall then become an addendum to this Agreement.

Section C.

Nothing herein shall be construed to affect the status of veterans in contravention of existing laws relating to veterans employment, discharge or promotion.

Section D.

Any article, clause or statement herein contained that in any way violates the laws of the State of Minnesota shall be disregarded, and the laws of the State of Minnesota and opinions of the Supreme Court, policies and rules and regulations of the State Department of Education that are applicable hereto shall apply and become binding on both parties.

ARTICLE XXI FAIR PRACTICE

It is the policy of the Board of Education of Independent School District No. 316 to comply with federal and state law prohibiting discrimination and all requirements imposed by or pursuant to regulations issued thereto, to the end that no person shall, on the grounds of race, color, national origin, creed, religion, sex,

marital status with regard to public assistance, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any educational program or activity operated by the District for which it receives federal financial assistance.

ARTICLE XXII LONGEVITY

LONGEVITY: All employees who have completed ten (10), fifteen (15), twenty (20) or twenty-five (25) years of service or more in the School District shall be paid longevity pay in addition to their base salary, in accordance with the following:

<u>Years of Service</u>	<u>Amount Earned Cumulative Per hour</u>
Ten Years	\$.20
Fifteen Years	\$.40
Twenty Years	\$.60
Twenty-five years	\$1.00

Longevity Eligibility:

Any employee upon reaching ten (10), fifteen (15), twenty (20) or twenty-five (25) years of service or more for the School District, in accordance with the above, (a year of service is any year in which the employee was assigned to a permanent position and began work prior to February 1 and completed the fiscal year. shall qualify for longevity pay as per these stipulations.

Employees who work less than 8 hours per day shall receive longevity pay on a pro rata basis; i.e., an employee who works 4 hours per day shall receive one-half of the contractual longevity amount each year.

Longevity pay implementation or increase will be made on July 1 of the year.

District service to include military service up to a maximum of four years in longevity credit effective with hires after July 1, 2021, employee is responsible for providing the district with their DD214 to receive credit.

ARTICLE XXIII GROUP INSURANCE BENEFITS FOR ALL NON-INSTRUCTIONAL EMPLOYEES

Section A. Group Life Insurance.

1) The Employer will provide and pay the entire premium for the present group life insurance in the amount of \$50,000.00 for each eligible employee under age 70; said insurance includes a double indemnity clause for accidental death and dismemberment clause. This is a 100% district paid benefit for all employees working at least 20 hours per week.

2) Active employees under age 70 may elect to purchase additional life insurance, in \$5,000 increments as per insurance carrier's policy, such coverage will terminate upon employee reaching age 70.

Section B. Income Protection Insurance

1) The Board shall continue to provide and pay the entire premium for long term disability insurance which provides 66% of salary, 60 waiting days, and \$30,000 maximum annual covered salary for all eligible employees. This is a 100% district paid benefit for all employees working at least 20 hours per week.

2) Medical Emergency Leave Sharing Bank. The medical emergency leave sharing bank for employees shall be administered by the Union and shall accumulate no more than 100 days. Any employee may elect to donate up to five (5) sick leave days per year to colleagues from their sick leave accumulation. Any employee wishing to donate days to an employee in need, shall notify the District office and the Union President of this donation prior to the end of each payroll period.

Employees who meet the following criteria may access up to 30 days per year of additional sick leave:

- Have a "Medical Emergency" of the employee or immediate family member of the employee (as defined by Minnesota Statute 181.9413) that will result in a prolonged absence. Medical emergency is defined as a major illness or other medical condition (e.g. heart attack, cancer, etc) that will require the absence of the employee from duty and will result in a substantial loss of income. Prolonged absence will be defined as 3 or more days.
- Have exhausted (or will exhaust) all of his or her paid leave (Per IRS ruling 90-29).
- Complete and submit an application describing the medical emergency accompanied by verifying medical certification from a qualified health care provider.
- Application and documentation submitted to District Administration to determine eligibility, application then forwarded to union president for authorization or denial.

Section C. Hospital and Medical Insurance

1) Hospital and Medical Insurance: The Employer will provide as follows:

Single and Family- Employees agree to shared 80%/20% Health Insurance Premium contributions with the District Health Insurance Plan (VEBA 831 effective September 1, 2014). The employees agree to pay 20% of the health insurance premium with the district's share at 80% for both Single and Family coverage.

VEBA (effective September 1, 2014):

A. Single Coverage – The District shall contribute a sum not to exceed \$1480.00 per year toward the eligible employee's VEBA account.

B. Family Coverage – The District shall contribute a sum not to exceed \$2960.00 per year toward the eligible employee's VEBA account.

If two employees are married and both work for ISD #316, they shall be permitted to hold two single hospitalization contracts. If the two employees have a child(ren), they shall be permitted to hold one (1) contract.

The District shall also allow for hardship requests from any employee who may incur a medical/prescription bill that exceeds the balance in an individual's VEBA account. Employees will have to provide evidence of the charges by submitting the EIB (explanation of benefit statement) or actual receipt from the pharmacy or medical provider. Upon receipt of such proof, the District will take action to deposit an amount to cover the shortage or the balance of the annual District contribution, whichever is less. In no instance will the District contribute more than the prescribed annual allowances.

Section D. Deferred Compensation Plan (Greenway 403B Plan):

All new employees (and any employee with less than ten years in the District and under the age of 35 at the time of implementation- September 1, 1998) shall be enrolled in the Greenway 403B. The Employer shall use the employee's anniversary date, not total hours or days worked, to compute years of service. The employee thus enrolled shall receive Employer matching contributions at up to \$1000 matching for the service years of 0-3, and up to \$1250 matching for the service years 4- 10 and \$1500 for service years beginning with year 11.

The 403B enrollee will not be eligible for Employer paid retiree medical insurance, with the exception of those who become disabled. The 403B enrollee shall not be required to make an investment in the Greenway 403B plan.

Employees (other than those required to be enrolled in paragraph one) have the option of enrolling in the Greenway 403B plan from the time of implementation. All past service years will be counted. There is a \$1500 annual limit on match per employee.

Employees, other than those required to be enrolled in paragraph one, shall have the option to participate in the Employer's Greenway 403B plan by making employee contribution to such plan, up to the maximum contributions allowable by law, and without Employer matching contribution to the plan. In the event the employee elects to participate in such plan without the added benefit of Employer matching contributions, the employee shall retain his/her rights to Employer medical insurance payments, upon retirement.

The following employees are grandfathered into retiree medical benefits:

Teresa Card
Rebecca Rasche
Debra Groshong

Upon retirement, employees shall be eligible to purchase group health insurance through the School District at the group rate.

Section E.

The Employer will provide a dental insurance program for the employees as per present dental coverage, or its equal, and pay 80% of said premium and any increase in same during this contract. The effective date of this premium split (i.e. 80% district/20% employee) is January 3, 2011.

An employee desiring a change in insurance coverage must submit a written notification of the desired change to the business office.

Section F.

The retired employee's accumulated sick leave fund shall continue in full force and effect and shall be distributed in payments in accordance with the following provisions of hospitalization and medical insurance coverage covering retired employees and their dependents, upon retirement, except those under the Employer contributions to the Greenway 403B plan. In the event the retiree dies and the spouse remarries, said benefit shall cease.

Upon retirement, employees shall be eligible to purchase group health insurance through the School District at the group rate.

ARTICLE XXIV INSURANCE COVERAGE FOR RETIRED EMPLOYEES

Section A.

Laws of 1965, Chapter 296, authorizes the Board of Education to insure or protect its retired employees and their dependents under a policy or policies or contract or contracts of group insurance or benefits covering life, health and accident, medical and surgical benefits, or hospitalization insurance or benefits and pay all or any part of the premiums or charges of such insurance or protection.

Section B. Eligibility of Retired Employees

Any employee of Independent School District No. 316 who retires (see definition) on or after July 1, 1996, shall become eligible for the supplemental insurance coverage or insurance programs now in effect with Independent School District No. 316; provided, however, that such retired employee is eligible for the benefits under any public employee retirement act or entitled to benefits under the Federal Social Security Act.

Definition of Retirement: Retirement occurs when an employee terminates active employment and is paid a retirement annuity thereafter.

In the event, such retiree's annuity is temporarily suspended, said retiree shall be permitted to remain under his/her existing medical insurance plan by providing the full premium payment for such policy during

the period of temporary suspension. When such temporary suspension ends and the retiree is again receiving annuity payments, the Employer shall resume payment of the Employer share of such medical insurance payments.

Section C.

All employees who retire (see definition) on or after July 1, 1966, and who have reached a retirement age acceptable to Federal Social Security and all employees who become totally and permanently disabled on or after July, 1966, shall continue to be insured during 2005-2006 and 2006-2007 under the Arrowhead Pro-Care Blue Cross and Blue Shield Revised Plan 4 policy to become effective on March 1, 2006, covering employees of Independent School District No. 316, except that if the retiree is eligible at age 65 for Federal Medicare, he/she shall be covered by the Arrowhead Pro-Care Senior Gold policy, except those under the Greenway 403B. This does not include the dental plan. Upon retirement, the Greenway 403B Plan employees shall be eligible to purchase group health insurance through the school district at the group rate.

In the case of a retiree, age 65 and older, the Board shall pay one hundred percent (100%) of the Arrowhead Pro-Care Senior Gold single subscriber policy up to \$152.00.

If the retiree's dependent is under the age of 65, the Board shall pay fifty percent (50%) and the retiree shall pay fifty percent (50%) of the premium of the Arrowhead Pro-Care Blue Cross and Blue Shield Revised Plan 4 policy indicated in subdivision A. However, the fifty percent (50%) dependency premium cost which is the obligation of the retiree shall be paid by the School District from the retiree's accumulated sick leave fund. If the fund is exhausted, the retiree shall make arrangements with the District for payment of his/her fifty percent (50%) share of the dependency premium.

If the retiree's dependent is age 65 or older, the Board shall pay one hundred percent (100%) of the dependent's Arrowhead Pro-Care Senior Gold single subscriber policy up to \$152.00.

In lieu of the insurance option, for married employees holding two single plans and choosing not to use spousal insurance benefits after retirement, the employee shall be reimbursed by the School District for unused sick leave days up to a maximum of \$5,000.00.

ARTICLE XXV COMPENSATION

Section A. Compensation FY 2022 and FY 2023

1. There will be a 2.75% increase on the salary schedule for FY 2022
2. There will be a 2.75% increase on the salary schedule for FY 2023

Any Employee eligible to receive retro pay must be actively employed on the retro payroll processing date and be actively working within the Afsme unit.

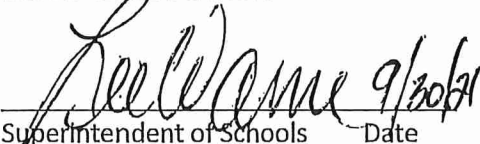
ARTICLE XXVI DURATION OF AGREEMENT


Section A.

Except as otherwise provided, this Agreement shall continue in full force and effect until June 30, 2021. Either of the parties shall be required to submit a written notice at least sixty (60) days prior to the termination date of this Agreement for the purpose of negotiating a new agreement. If a settlement on a new agreement is not reached within the provided sixty (60) day period prior to termination, the present agreement shall remain in effect until a new settlement has been reached.

Effective Date: **July 1, 2021**


MINNESOTA COUNCIL 65 AND LOCAL
NO. 456, AFSCME, AFL-CIO
and
BOARD OF EDUCATION


Superintendent of Schools Date

DocuSigned by:
 10/8/2021
090A49E8BEB44DF...
Staff Representative Date

 9-29-21
Chair or Vice-Chair, Date
Board of Directors

 10.1.21
President Date

 9/29/21
Clerk, Date
Board of Directors

DocuSigned by:
 10/8/2021
D71D24CCC1904B1...
Recording Secretary Date

Attachments: Schedule A
Schedule B

Schedule B

Schedule B

7/1/2021-6/30/2022

BASIC UNIT	Start	6 Mo.	12 Mo.	18 Mo	2 Yr.
Maintenance Repairman (Class 15)	\$21.94	\$22.44	\$22.94	\$23.44	\$23.94
Secretaries II	\$18.35	\$18.85	\$19.35	\$19.85	\$20.35
Principal's/Purchasing Secretary	\$18.35	\$18.85	\$19.35	\$19.85	\$20.35
Student Services Secretary	\$18.35	\$18.85	\$19.35	\$19.85	\$20.35
Secretary	\$19.43	\$19.93	\$20.43	\$20.93	\$21.43
Administrative Assistant	\$21.11	\$21.61	\$22.11	\$22.61	\$23.11
Custodians (Class 9)	\$18.10	\$18.60	\$19.10	\$19.60	\$20.10
Maintenance Worker (Class 9)	\$18.10	\$18.60	\$19.10	\$19.60	\$20.10
Custodians (Class 4)	\$18.10	\$18.60	\$19.10	\$19.60	\$20.10
Janitors (Class 3)	\$17.19	\$17.69	\$18.19	\$18.69	\$19.19
Licensed Practical Nurse	\$19.43	\$19.93	\$20.43	\$20.93	\$21.43

UNIT #1 Teacher Aides

Community Education Aide	\$17.89	\$18.39	\$18.89	\$19.39	\$19.89
LPN (Aide)	\$16.22	\$16.72	\$17.22	\$17.72	\$18.22
Teacher, etc. Aides	\$16.13	\$16.63	\$17.13	\$17.63	\$18.13
Audio Visual Aide	\$16.13	\$16.63	\$17.13	\$17.63	\$18.13

UNIT #3 Food Service

Cook/Head Cook	\$17.58	\$18.08	\$18.58	\$19.08	\$19.58
Assistant Cook	\$17.22	\$17.72	\$18.22	\$18.72	\$19.22
Cashier	\$15.48	\$15.98	\$16.48	\$16.98	\$17.48
Kitchen Aide	\$15.48	\$15.98	\$16.48	\$16.98	\$17.48
Food Deliverer	\$15.48	\$15.98	\$16.48	\$16.98	\$17.48

Schedule A

Schedule A (after two years of service)

Schedule A

	7/1/2021	7/1/2022
Maintenance Repairman (Class 15)	\$23.94	\$24.60
Secretaries II	\$20.35	\$20.91
Principal's/Purchasing Secretary	\$20.35	\$20.91
Student Services Secretary	\$20.35	\$20.91
Secretary	\$21.43	\$22.02
Administrative Assistant	\$23.11	\$23.75
Custodians (Class 9)	\$20.10	\$20.65
Maintenance Worker (Class 9)	\$20.10	\$20.65
Custodians (Class 4)	\$20.10	\$20.65
Janitors (Class 3)	\$19.19	\$19.71
Licensed Practical Nurse	\$21.43	\$22.02

UNIT #1 Teacher Aides

Community Education Aide	\$19.89	\$20.44
LPN (Aide)	\$18.22	\$18.72
Teacher, etc. Aides	\$18.13	\$18.63
Audio Visual Aide	\$18.13	\$18.63

UNIT #3 Food Service

Cook/Head Cook	\$19.58	\$20.12
Assistant Cook	\$19.22	\$19.75
Cashier	\$17.48	\$17.96
Kitchen Aide	\$17.48	\$17.96
Food Deliverer	\$17.48	\$17.96

Upon ratification of this agreement, the District will calculate the amount of back pay owed the members by the District, and the amount of insurance premium contributions owed by the members to the District. Any calculated back pay will be used, as necessary, to reimburse the District for insurance premiums owed. Any net balance owed the member will be paid on the back pay payroll within sixty (60) calendar days, and any net balance owed the District will be recovered from the members wages over a period not to exceed twelve (12) calendar months

Schedule B		7/1/2022- 6/30/2023				
BASIC UNIT		Start	6 Mo.	12 Mo.	18 Mo	2 Yr.
Maintenance Repairman (Class 15)		\$22.60	\$23.10	\$23.60	\$24.10	\$24.60
Secretaries II		\$18.91	\$19.41	\$19.91	\$20.41	\$20.91
Principal's/Purchasing Secretary		\$18.91	\$19.41	\$19.91	\$20.41	\$20.91
Student Services Secretary		\$18.91	\$19.41	\$19.91	\$20.41	\$20.91
Secretary		\$18.91	\$19.41	\$19.91	\$20.41	\$22.02
Administrative Assistant		\$21.75	\$22.25	\$22.75	\$23.25	\$23.75
Custodians (Class 9)		\$18.65	\$19.15	\$19.65	\$20.15	\$20.65
Maintenance Worker (Class 9)		\$18.65	\$19.15	\$19.65	\$20.15	\$20.65
Custodians (Class 4)		\$18.65	\$19.15	\$19.65	\$20.15	\$20.65
Janitors (Class 3)		\$17.71	\$18.21	\$18.71	\$19.21	\$19.71
Licensed Practical Nurse		\$20.02	\$20.52	\$21.02	\$21.52	\$22.02
 UNIT #1 Teacher Aides						
Community Education Aide		\$18.44	\$18.94	\$19.44	\$19.94	\$20.44
LPN (Aide)		\$16.72	\$17.22	\$17.72	\$18.22	\$18.72
Teacher, etc. Aides		\$16.63	\$17.13	\$17.63	\$18.13	\$18.63
Audio Visual Aide		\$16.63	\$17.13	\$17.63	\$18.13	\$18.63
 UNIT #3 Food Service						
Cook/Head Cook		\$18.12	\$18.62	\$19.12	\$19.62	\$20.12
Assistant Cook		\$17.75	\$18.25	\$18.75	\$19.25	\$19.75
Cashier		\$15.96	\$16.46	\$16.96	\$17.46	\$17.96
Kitchen Aide		\$15.96	\$16.46	\$16.96	\$17.46	\$17.96
Food Deliverer		\$15.96	\$16.46	\$16.96	\$17.46	\$17.96

Upon ratification of this agreement, the District will calculate the amount of back pay owed the members by the District, and the amount of insurance premium contributions owed by the members to the District. Any calculated back pay will be used, as necessary, to reimburse the District for insurance premiums owed. Any net balance owed the member will be paid on the back pay payroll within sixty (60) calendar days, and any net balance owed the District will be recovered from the members wages over a period not to exceed twelve (12) calendar months.

