

**SECRETARIAL AND CLERICAL
CONTRACT**

2015-2016 & 2016-2017

BETWEEN

**INDEPENDENT SCHOOL DISTRICT
NO. 381**

AND

**AFSCME COUNCIL 5
LOCAL 66
ADMINISTRATIVE ASSISTANTS UNIT**

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PREAMBLE

This Agreement is entered into between ISD No. 381, Two Harbors, MN., hereinafter referred to as the School District and AFSCME 5, Local 66, hereinafter referred to as the Exclusive Representative (or Union), pursuant to and in compliance with the Public Employment Labor Relations Act of 1971 as amended, hereinafter referred to as the P.E.L.R.A. to provide the terms and conditions of employment for employees as defined in Article 1 Recognition.

PURPOSE

The purpose of this Agreement is to reach an understanding for the purpose of enhancing the material and working conditions of the employee, and to promote the general efficiency of the School District to eliminate as far as possible political considerations from hiring policies, and to promote the moral well-being and security of employees. This collective bargaining Agreement was adopted by the Board and the Union.

ARTICLE 1 - RECOGNITION

Section 1. The School District recognizes the Union as the Exclusive Bargaining Representative for all secretarial and clerical employees of Independent School District No. 381, Lake County, Minnesota, who are public employees within the meaning of Minnesota Statutes I 79A.03, Subd. 14, excluding teacher aides, students in the work-study program, certified employees, and supervisory and confidential employees.

Section 2. Disputes. Disputes which may occur over the inclusion or exclusion of new or changed job positions or classifications shall be referred to the Bureau of Mediation Services for expedient resolution, unless mutually agreed to by the Union and the School District,

Section 3. The School District will not, during the life of this Agreement, meet and negotiate with any individual employee(s) or with any other employee organization with respect to the terms and conditions of employment of the employees covered by this Agreement except through the Union or its authorized representatives. The Employer will not assist or otherwise encourage any other employee organization which seeks to bargain for employees covered by this Agreement.

ARTICLE 2. - DEFINITIONS

Section 1. Terms and Conditions of Employment: The term "terms and conditions of employment" shall be defined as in Minnesota Statute 179A.03, Subd. 19 and 179A.07.

Section 2. School District: The term "School District" or "District" means the employer or the designated representative of the employer. The designated representative shall be the superintendent or a designee of the superintendent.

Section 3. Employee: The term "employee" means a person appointed to a position in this unit as defined by PELRA.

Section 4. Other Terms: Terms not defined in the Agreement shall have those meanings as defined by the PELRA.

ARTICLE 3. SCHOOL DISTRICT RIGHTS

Section 1. Managerial Rights: The Exclusive Representative recognizes and acknowledges that the School District is not required to meet and negotiate on matter of inherent managerial policy, which include, but are not limited to, such areas of discretion or policy as:

- a. the functions and programs of the employer;
- b. its overall budget;
- c. utilization of technology;
- d. the organization structure; and
- e. the selection and direction and number of personnel, as referred to in. Minnesota Statutes 179A.07, Subd. 1.

Section 2. If the School District determines a need for a new position and a new job description of that position is developed by the School District, the School District and the Union shall meet and negotiate a rate of pay for the new title.

Section 3. Personnel Policies. The School District may establish and enforce reasonable personnel policies that are not in conflict with the provisions of this Agreement. Such policies shall be applied and enforced without discrimination. The School District shall provide copies of any proposed changes in personnel policies to the Union prior to posting. New or amended personnel policies shall be posted on appropriate bulletin boards not less than fifteen (15) calendar days before their effective date.

ARTICLE 4. UNION SECURITY

Section 1. Checkoff. The School District shall deduct the monthly membership dues or fair share fee from the earnings of those employees who are in the bargaining unit. The Union shall submit such authorizations and certify the amounts to be deducted. The deductions shall continue in effect until canceled by the employee through the Union. The deductions of all employees, together with a detailed record, shall be remitted to the Local 66 office within ten (10) days after such deductions are made.

Section 2. Exclusivity. No other employee organization shall be granted payroll deduction for dues for employees covered by this Agreement.

Section 3. Employee Lists. The School District shall advise the Union office, in an electronic version or in writing, of the names, classifications, and addresses of all employees added to the bargaining unit, the names of the employees removed from the bargaining unit, and names and hire date of all temporary employees. This information shall be submitted to the Union within ten (10) calendar days of the date of hire.

Section 4. The Union will hold harmless and indemnify the Employer against any and all claims, suits, losses, orders, verdicts or judgments against the Employer resulting from action taken by this Employer pursuant to the provisions of Section 1 and Section 5 of this Article.

Section 5. P.E.O.P.L.E. Checkoff. The Employer shall deduct from the wages of any employee who is a member of the Union, a P.E.O.P.L.E. deduction, as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time, by giving written notice to both the Employer and the Union. The Employer shall remit any deductions made pursuant to this provision promptly to the Union, together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

Section 6. There shall be no agreements either written or otherwise entered into with any employee included in this bargaining unit established either collectively or individually that in any way conflicts with the terms and conditions agreed upon herein in this collective bargaining agreement.

ARTICLE 5. UNION RIGHTS

Section Union Activities. With consent of the employee's immediate supervisor, which shall not be unreasonably denied, the School District agrees that during working hours, on the School District's premises, and without loss of pay, the local Union steward and/or designated Union Representatives shall be allowed reasonable time, which does not unduly interfere with their normal duties, to: post Union notices and announcements; transmit communications authorized by the local Union or its officers to the School District or his/her representative, local Union steward or other Union representatives concerning enforcement of any provisions of this Agreement.

Section 2. Employee Bulletin Board. The School District shall furnish and maintain adequate bulletin board space in a convenient place in the work areas to be used exclusively by the Union for posting pertinent Union information. It is specifically understood that posted materials shall not advocate any course of action contrary to the provisions of this Agreement nor shall it contain material of a partisan political or inflammatory nature.

Section 3. Processing Grievances. The steward involved and the grieving employee shall not leave work or disrupt departmental routine to discuss grievances without first requesting permission from his/her immediate supervisor which shall not be unreasonably withheld. The steward involved and the grieving employee shall receive their regular pay, excluding overtime, when a grievance is investigated or processed during working hours.

Section 4. Any employee duly authorized to represent the Union at International, State, or District meetings, shall be permitted leave without pay from duty upon one week's advance notice and shall not be discriminated against nor lose any rights or status earned or enjoyed.

Union representative shall have access to the premises but agree not to interfere with the normal operation of school business.

Section 5. The District agrees to appoint a Union representative on the School Year Calendar Committee. The Union shall notify the District as to the name of the committee member upon ratification of the contract by both parties and from year to year thereafter.

ARTICLE 6 - SENIORITY AND JOB SECURITY

Section 1. Seniority shall consist of the continuous service of the employees with the Board. In the event of consolidation, employees currently employed by School District No, 381 will have precedence over positions unless existing laws dictate otherwise. Any non-probationary employee terminated because of consolidation, merger, or reduction in force shall have five (5) years of re-employment rights before hiring of non-district employees takes place.

Section 2. The seniority of each employee shall not be lost due to reassignment, title change, or change of school, and shall be carried with the employee in promotion or demotion, and shall not be lost because of absence due to illness, authorized written leaves of absence or temporary layoff. Time spent on paid sick leave, special leave authorized by the School Board and vacation shall count towards seniority.

Section 3. Seniority lists shall be maintained by the School District and brought up to date annually and a copy sent to the Union. The School District shall post the updated seniority list in the District and school offices. Employees shall have the obligation to review the seniority ranking list within ten (10) calendar days from the date of posting. In the event that any employee disagrees with any of the data on the seniority list, that employee may challenge the data through the grievance procedure. If no challenges are filed within the ten (10) day posting period, then the list shall be considered final and shall control seniority ranking whenever relevant.

Section 4. If an employee is transferred with his/her consent to a position outside of the unit defined herein, he/she shall retain the seniority established up to and before leaving, which shall be exercisable upon his/her return within thirty (30) calendar days, but shall not accumulate seniority while serving outside of the unit. In the event that an employee returns to a vacancy within the unit and chooses to exercise his/her seniority within the aforementioned thirty (30) day limit, the following procedure shall be used to calculate the returning employee's seniority ranking. The School District shall count the number of calendar days that the employee was outside of the unit. The amount of the calendar days shall be added to that employee's date of first service to the School District within the unit as shown on the seniority ranking list thereby giving the returning employee a new date for calculating seniority ranking. Whatever new date is determined by this process shall be inserted into the seniority list at the appropriate location. In the event that the new date of the returning employee is identical with the date of another employee, then that tie will automatically be broken by the returning employee having greater seniority than the employee with whom the tie has occurred.

Section 5. Any employee not on sick leave, authorized leave of absence, or failing to report to work after temporary layoffs within five (5) calendar days of the date that the District mails written registered notice, or absenting himself/herself without notice of any kind over five (5) days shall be considered terminated at the discretion of the Board. However, the Board may reconsider any written request of the employee or the Union.

Section 6. Lay off shall be defined as a reduction of five (5) or more hours per week. In the reduction of forces, temporary or otherwise, due to lack of funds or work, or for other causes for which employees are not at fault, layoffs shall be in accordance with the seniority roster, decreasing the number of employees by reducing in ranks in reverse order of total seniority, and rehiring in inverse order of layoff, unless in the judgment of the administration, the employee is not capable of

performing the duties when changed to a new job classification. When it is necessary to deviate from the order of layoff, the Union shall be made aware of the deviation in advance; provided, however, all casual or temporary-type employees shall first be laid off and none hired during the period regular employees are laid off. If any employee disputes a layoff, he/she may appeal through the grievance procedure established and contained herein.

Section 7. Employees upon promotion to higher classifications or change to a different position within the school system shall have thirty (30) weekdays to determine whether he/she wishes to continue in the promoted position or not, with no loss of seniority during that period. The School Board, or designee, on the other hand, shall have ninety (90) days in which to determine the capability of the promoted employee, and any time during the ninety (90) day probation period the Board, or designee, may act to demote the promoted employee to his/her former position in the school from which he/she came, with no loss of seniority during the entire probation period.

Section 8. Before dismissal of any employee, written registered notice shall be placed in the United States Mail and addressed to the employee involved by the School Board with right of redress provided the employee under grievance procedure established herein. The written registered notice shall be deemed to be served upon the employee effective on the fifth day.

Section 9. A copy of any organizational chart shall be provided to the Union upon a request to the Superintendent.

Section 10. Both an employee who resigned or an employee removed for cause but reinstated within thirty (30) days shall not lose seniority.

ARTICLE 7 - PROMOTIONS VACANCIES AND TRANSFERS

Section 1. Notice of all vacancies and newly created positions shall be posted in each school, on employee bulletin boards for a period of seven (7) working days during the school year. The employee shall make written request for transfer or promotion within the seven (7) working day posting period. Employees presently working shall be considered before any new applicants are considered. Notice of all clerical vacancies shall be by certified mail or verbal contact (phone or in person not a voice message) when school is not in session. After verbal confirmation, if requested, the district will email or mail information. The employees are responsible for notifying the District of an address at which they can be reached. The District shall not be responsible for denying an employee a position because of the employee's failure to notify the District of their latest address.

Section 2. The senior employee making application shall be considered for the existing vacancy/vacancies.

Section 3. No permanent position per classification shall be filled on a temporary or casual basis for over thirty (30) days except in cases of authorized leaves.

Section 4. All regular employees shall have first opportunity to transfers to existing or forthcoming vacancies between schools and to promotional positions before any temporary or casual employees, thus providing the school system with experienced and knowledgeable service for a more efficient operation.

ARTICLE 8 - GRIEVANCE PROCEDURE

Section 1. Grievance Definition: A "grievance" shall mean an allegation by an employee resulting in a dispute or disagreement between the employee and the School District as to the interpretation or application of terms and conditions contained in this Agreement.

Section 1 Representatives: The employee, 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 the party's behalf.

Section 3. Definitions and Interpretations:

Subd. 1. Extension: Time limits specified in this Agreement may be extended by mutual agreement.

Subd. 2. Days: Reference to days regarding time periods in this procedure shall refer to working days. A working day is defined as all week days not designated as holidays by state law.

Subd. 3. Computation of Time: In computing any period of time prescribed or allowed by procedures herein, the date of the act, event, or default for which the designated period of time begins to run shall not be included. The last day of the period so computed shall be counted, unless it is a Saturday, a Sunday, or a legal holiday, in which event the period runs until the end of the next day which is not a Saturday, Sunday or legal holiday.

Subd. 4. Filing and Postmark: The filing or service of any notice or document herein shall be timely if it is personally served or if it bears a certified postmark of the United States Postal Service within the time period.

Section 5. Time Limitation and Waiver: Grievances shall not be valid for consideration unless the grievance is submitted in writing on Form I to the School District's designee, setting forth the facts and the specific provision of the Agreement allegedly violated and the particular relief sought within twenty (20) days after the date of the first event giving rise to the grievance occurred. Failure to file any grievance within such period shall be deemed a waiver thereof. Failure to appeal a grievance from one level to another within the time periods hereafter provided shall

constitute a waiver of the grievance. An effort shall first be made to adjust an alleged grievance informally between the employee and the School District's designee.

Section 6. Adjustments of Grievance: The School District and the employee shall attempt to adjust all grievances which may arise during the course of employment of any employee within the school district in the following manner:

Subd. 1. Level I If the grievance is not resolved through informal discussions, the School District designee shall give a written decision on the grievance to the parties involved on Form I within ten (10) days after receipt of the written grievance.

Subd. 2. Level II In the event the grievance is not resolved in Level I, the decision rendered may be appealed to the Superintendent of Schools, provided such appeal is made in writing within five (5) days after receipt of the decision in Level I. If a grievance is properly appealed to the Superintendent, the Superintendent or designee shall set a time to meet regarding appeal. Within ten (10) days after the meeting, the Superintendent or designee shall issue a decision in writing to the parties involved.

Subd. 3. Level III: In the event the grievance is not resolved in Level II, the decision rendered may be appealed to the School Board, provided such appeal is made in writing within five (5) days after receipt of the decision in Level II. If a grievance is properly appealed to the School Board, the School Board shall set a time to hear the grievance within twenty (20) days after receipt of the appeal. Within 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 Board may be designated by the Board to hear the appeal at this level, and report its findings and recommendations to the School Board. The School Board shall then render its decision.

Section 6. School Board Review: The School Board reserves the right to review any decision issued under Level I or Level II of this procedure provided the School Board or its representative notify the parties of its intention to review within ten (10) days after the decision has been rendered. In the event the School Board reviews a grievance under this section, the School Board reserves the right to reverse or modify such decision.

Section 7. Denial of Grievance: Failure by the School Board or its representative to issue a decision within the time periods provided herein shall constitute a denial of the grievance and the employee may appeal it to the next level.

Section 8. Arbitration Procedures: In the event that the employee and the School Board are unable to resolve any grievance, the grievance may be submitted to arbitration as defined herein:

Subd. 1. Request: A request to submit a grievance to arbitration must be in writing signed by the aggrieved party, and such request must be filed in the office of the Superintendent within ten (10) days following the decision in Level III of the grievance procedure.

Subd. 2. Prior Procedure Required: No grievance shall be considered by the arbitrator which has not been first duly processed in accordance with the grievance procedure and appeal provisions.

Subd. 3. Selection of Arbitrator: Upon the proper submission of a grievance under the terms of this procedure, the parties shall, within 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 BMS to appoint an arbitrator, pursuant to P.E.L.R.A., providing such request is made within twenty (20) days after request for arbitration. The request shall ask the appointment be made within thirty

(30) Days after the receipt of said request. Failure to agree upon an arbitrator or the failure to request an arbitrator from the BMS within the time periods provided herein shall constitute a waiver of the grievance.

Subd. 4. Submission of Grievance Information:

a. Upon appointment of the arbitrator, the appealing party shall within five (5) days after notice of appointment forward to the arbitrator, with a copy to the School Board, the submission of the grievance which shall include the following:

1. The issues involved.
2. Statement of the facts.
3. Position of the grievant.

b. The School District may make a similar submission of information relating to the grievance either before or at the time of the hearing.

Subd. 5. Hearing: The grievance shall be heard by a single arbitrator and both parties may be represented by such person or persons as they may choose and designate, and the parties shall have the right to a hearing at which time both parties will have the opportunity to submit evidence, offer testimony, and make oral or written arguments relating to the issues before the arbitrator. The proceeding before the arbitrator shall be a hearing denovo.

Subd. 6. Decision: The decision by the arbitrator shall be rendered within thirty (30) days after the close of the hearing. Decisions by the arbitrator in cases properly before the arbitrator shall be final and binding upon the parties, subject, however, to the limitations of arbitration decisions as provided in P.E.L.R.A. The arbitrator shall issue a written decision and order including findings of fact which shall be based upon substantial and competent evidence presented at the hearing. All witnesses shall be sworn upon oath by the arbitrator.

Subd. 7. Expenses: Each party shall bear its own expenses in connection with arbitration including expenses relating to the party's representatives, witnesses, and any other expenses which the party incurs in connection with presenting its case in arbitration. A transcript or recording shall be made of the hearing at the request of either party. The parties shall share equally fees and expenses of the arbitrator, the cost of the transcript or recording if requested by either or both parties, and any other expenses which the parties mutually agree are necessary for the conduct of the arbitration.

Subd. 8. Jurisdiction: The arbitrator shall have jurisdiction over disputes or disagreements relating to grievances properly before the arbitrator pursuant to the terms of this procedure. The jurisdiction of the arbitrator shall not extend to proposed changes in terms and conditions of employment as defined herein and contained in this written agreement; nor shall an arbitrator have jurisdiction over any grievance which has not been submitted to arbitration in compliance with the terms of the grievance and arbitration procedure as outlined herein; nor shall the jurisdiction of the arbitrator extend to matter 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 employer, its overall budget, utilization of technology, the organizational structure, and selection and direction and number of personnel. In considering any issue in dispute, in its order the arbitrator shall give due consideration to the statutory rights and obligations of the public school boards to efficiently manage and conduct its operation within the legal limitations surrounding the financing of such operations,

Subd. 9. Election of Remedies and Waiver: A party instituting any action, proceeding or complaint in federal or state court of law, or before any administrative tribunal, federal agency, state agency, or seeking relief through any statutory process for which relief may be granted, the subject matter of which may constitute a grievance under this Agreement, shall immediately thereupon waive any and all rights to pursue a grievance under this Article. Upon instituting a proceeding in another forum as outlined herein, the employee shall waive the right to initiate a grievance pursuant to this Article or, if the grievance is pending in the grievance procedure, the right to pursue it further shall be immediately waived. This section shall not apply to actions to compel arbitration as provided in this Agreement or to enforce the award of an arbitrator.

ARTICLE 9. HOLIDAYS

Section 1. All employees shall be entitled to the following guaranteed paid holidays: President's Day, Memorial Day, Labor Day, Good Friday, Thanksgiving Day, Christmas Eve Day, Christmas Day, New Year's Eve Day, New Year's Day. In addition, twelve-month employees will receive as guaranteed holidays Ed MN Friday, July 4, and the Friday after Thanksgiving. If district chooses to add MLK as a holiday, it is a paid holiday.

Section 2. Employees shall be granted a day off for each of the above holidays falling on a non-workday. Holidays falling on a non-work day shall be observed on the preceding or succeeding work day.

Section 3. An employee required to work on any of the aforementioned holidays shall be compensated at time and one-half above their normal day's pay.

ARTICLE 10. VACATIONS

Section 1. Employees shall be entitled to paid vacation on the following basis upon completing their probation period:

- a. .9 working days per month during the first five (5) years of service.
- b. 1.3 working days per month after five (5) years but less than ten (10) years of service.
- c. 1.7 working days per month after ten (10) years of service.
- d. Ten-month employees shall take the same days off as teachers whenever feasible. Alternate or additional days must be approved by the employee's immediate supervisor.

Section 2. Twelve-month employees may accrue vacation from year to year up to a maximum of thirty (30) days. Twelve-month employees shall be allowed to cash-out at the end of each fiscal year for any vacation time over the thirty (30) day maximum accrual allowed.

Section 3. In determining vacation period, both the wishes of the employees and the needs of the school shall be considered, it being understood that the rights of senior employees will prevail in the selection of vacation time when agreement cannot be reached among the employees.

Section 4. The District shall notify each employee on or about September 15 of each year as to the amount of accrued vacation.

ARTICLE 11. OVERTIME AND EMERGENCY CALLOUT

Section 1. Any employee in the bargaining unit required to work over their scheduled normal workday or on a non-workday shall be paid at time and one-half or have the

option of time and one-half compensatory time off as mutually agreed upon between the employee and the immediate supervisor.

Section 2. There shall be no split shifts of work.

Section 3. Any employee called back after completing their normal work day and had returned home shall be guaranteed a minimum of four (4) hours for such special callout.

ARTICLE 12. SICK LEAVE. ABSENCE FROM WORK

Section 1. For absence because of illness, attendance upon a member of immediate family requiring care, or attendance of such employee, death in the immediate family of the employee, the employee shall be compensated at his/her regular rate of pay on the following program:

- a. Employees shall receive paid sick leave earned at the rate of one (1) day per month with unlimited accumulation.
- b. For injury where worker's compensation is involved, sick leave shall be paid or the difference to guarantee the employee no less than full salary with deduction for such sick leave used on a pro rata monthly basis.
- c. In the event of death or critical illness of a person of close association which necessitates the presence of an employee, such employee shall be granted up to three (3) days of leave with pay on approval of the Superintendent or the immediate supervisor plus additional time if necessary. Such leave will be deducted from sick leave.
- d. Social leaves of absence or maternity leave without pay shall be granted upon agreement between the Union and the School Board for periods of time satisfactory to both parties. Leaves of absence will not be granted for longer than a one-year period. Both parties are to review each leave before the one-year expiration date to determine termination or extension of said leave.
- e. Emergency leave shall be granted each employee who submits a request and receives approval of same by the Superintendent. Emergency leave shall be deducted from the employee's sick leave.

f. Personal leave shall be granted as follows:

1-1/2 days per year after completion of 90 day probation period through five (5) years

2 days per year after completion of five (5) years through ten (10) years

3 days per year after completion of ten (10) years

The Superintendent will deny no leave request without good cause. Personal leave shall not accrue from year to year,

- g. On days that school is closed because of inclement weather, employees shall not be required to report to work. If storms or emergencies force the closing of school, it will be the discretion of the Administration as to when students, teachers, secretaries and other staff leave, with every consideration given to the safety of all staff uniformly.
- h. After three (3) consecutive days the District may require an employee to furnish a medical certificate from the school health officer or from a qualified physician as evidence of illness (as defined in this section), medical condition or appointment, indicating such absence was due to illness, in order to qualify for sick leave pay.

ARTICLE 13. INSURANCE

Section 1. Single Coverage. The School District shall provide up to \$1100.00 per month toward the premium for individual health insurance for all full time unit employees.

Section 2. Family Coverage. The School District shall provide up to \$2600.00 per month toward the premium for family health insurance for all full time unit employees.

Change from single to family coverage will be allowed when an employee with dependents requests the change.

Married employee couples who both work for the District will receive full coverage for the family plan they choose in lieu of one not participating in the hospitalization plan.

If self-insurance is deemed illegal for the School District and a different insurance plan is adopted by the District, such plan will have equal or better coverage than the present plan.

Section 3. Income Protection Insurance. The District will pay the entire cost of an income protection insurance plan approved by the District. The plan shall be the same plan as the Teacher Unit has.

Section 4. Medical Insurance for Retired and Disabled Clerical Employees.

The School District will pay an amount equal to \$1100.00 per month toward the cost

of retiree's single health insurance coverage for employees hired before October 1, 2012. The district shall pay an amount equal to \$2600.00 per month toward the cost of retiree's family health insurance coverage for employees hired before October 1, 2012.

Employees that have worked at least fifteen (15) years for the District and are age 55 to 65 years or

Employees that qualify to retire under P.E.R.A., T.R.A., Social Security, or total and permanent disability, or

Employees who retire after thirty (30) years of service at any age

Employees who retire under the above conditions shall have the premium for hospital/medical insurance paid for by the District until eligible for Medicare.

If the retiree dies before reaching the age of 65, the coverage will continue for the surviving spouse for ten (10) years or until he/she reaches the age of 65, whichever is less.

This article is to apply to all full-time 10 or 12 month classification employees equally. Halftime employees will receive one-half the benefits of 10 or 12 month employees.

Section 5. The District will pay for a health physical examination if required by the District, and not covered by the hospitalization insurance plan. The type of exam and location where the exam is to be performed shall have prior approval of the school superintendent.

Section 6. The School District shall provide at no cost to the employee \$50,000 of group term life insurance. In the event of a contractual agreement to increase the amount of life insurance paid by the School District for an employee, that increase will be made by the insurance company without the requirement of a health history or other documentation.

Section 7. When an employee uses his/her own vehicle for school business, the employer will be responsible for any insurance deductible if the employee is involved in an accident. When an employee's job description necessitates use of their own vehicle, the School District will reimburse the employee at \$2.00 per day or the existing state mileage reimbursement amount, whichever is the greater.

Section 8. Any unit employee not participating in the district's health insurance plan as per Section 1 and 2 of this article and passes the eligibility rules for an Integrated HRA shall have an annual amount of \$3000.00 contributed to an integrated Health

Reimbursement Arrangement managed by the Plan Administrator. The contribution shall be made in equal monthly payments.

The Employee agrees to submit, on an annual basis, the Insurance Substantiation Form. In addition, the Employee agrees to notify the School District immediately should he/she lose their Health Insurance coverage.

ARTICLE 14. PROBATION PERIOD

There shall be a probation period of ninety (90) days for all new employees.

ARTICLE 15. PAY PERIODS, RATES OF PAY, HOURS OF WORK

Section 1. Pay dates shall be semi-monthly on the 15th and 30th of each month.

Section 2.

- a. For a four day week: 172 days for 10 month employees and 224 days for 12 month employees. For a five day week: 200 days for 10 month employees and 260 days for 12 month employees. Rest breaks shall be permitted during each one-half shift per day. Such rest period will be given at such time as administratively arranged.

A work day shall be determined annually by the needs of the individual school and mutually agree between the secretary and the Principal.

Section 3. The hourly wage rates shown herein shall be paid all employees for classifications shown herein, and no lower rates shall be paid for classes of work governed by these rules and regulations during the life of those rules and regulations.

Section 4. July 1 of each year shall be the anniversary date for incentive increments paid employees because of years of service.

Section 5. Hourly rate of pay calculated as follows: The salary schedule for all employees is found in Schedule A of this contract. All employees shall work a 9 hour day, under the four day week. If the school Board determines the school calendar shall revert back to a five day week, the work day shall be 7.75 hours per day.

Section 6. No employee shall be paid less per classification for each step per year representing one work period between a July 1 and July 1 period.

Section 7. All substitute employees shall be paid step I of the current pay plan.

ARTICLE 16. PART-TIME EMPLOYEE BENEFITS

Employees' benefits will be pro-rated by the following formula: Hours worked divided by the hours in the payroll period equals percentage of benefits earned. This paragraph is not intended to affect the insurance paid for ten (10) month employees during the two (2) months that they are not actually working for the district.

ARTICLE 17. DEFERRED COMPENSATION

Section 1. Deferred Compensation

- a. Once an employee completes four (4) years of continuous service, the employer shall contribute an amount not to exceed \$1,200 per year to a deferred compensation plan.
- b. An employee may choose to contribute an amount of their own to a deferred compensation plan at any time.
- c. The total dollars paid by the District to the deferred compensation plan for the ten (10) month employees will not exceed \$14,400 and the twelve (12) month employee will not exceed \$16,000. Total dollars for ten (10) month employees who have reached their fifteen (15) year anniversary will not exceed \$16,000.00

All contributions to the Minnesota Deferred Compensation Plan made by Local 66 members through June 30, 1992, will remain intact. All District contributions through June 30, 1992, will be considered separate from those contributions under the 1992-95 contract.

District contributions made to the Minnesota Deferred compensation prior to July 1, 1992, will not be deducted from the Local 66 member's account upon withdrawal of such funds.

Section 2: Sick Leave upon retirement: Upon retirement, employees shall be paid up to ten (10) days of their remaining sick leave balance. An employee must be PERA retirement eligible in order to be eligible for this benefit.

ARTICLE 18. DURATION

Section 1. Termination or Renewal: This collective bargaining agreement shall continue and remain in effect until the first day of July, 2017 and from year to year thereafter unless either party hereto shall give written notice to the other on or before sixty (60) days prior to the expiration date, requesting desire to inaugurate collective bargaining discussion over changes either party may wish to introduce.

Section 2. Arbitration: Should the negotiations result in impasse, both parties shall jointly submit the disputed issues to a panel as provided under Public Employment

Labor Relations Act, with the arbitrator selected as provided in Article 8, Section 8.

Section 3. Throughout the process of the panel's effort, this Agreement shall remain in full force and effect and in no case will the Union authorize a strike while the panel is expediting the examination of the dispute, nor will the School Board lock out its employees nor will the School Board alter in any way the employment status of any employee during the proceeding.

Section 4. Complete Agreement and Waiver of Bargaining. The parties acknowledge that the provisions contained in this Agreement constitute the entire agreement between the parties, and that the provisions of this Agreement are not subject to renegotiation, except with the mutual consent of the parties.

Section 5. Severability: The provisions of this Agreement shall be severable, and if any provision thereof or the application of any such provision under any circumstances is held invalid, it shall not affect any other provisions of this Agreement or the application of any provision thereof.

SCHEDULE A
SALARY SCHEDULE
ADMINISTRATIVE ASSISTANTS

STEP	2015-2016	2016-2017
1	14.78	15.08
2	15.52	15.83
3	16.26	16.59
4	16.78	17.12
5	17.73	18.08
6	18.49	18.86
7	19.22	19.60
8	19.94	20.34
9	20.70	21.11

Longevity: After 15 years of continued service, \$25 per month in this contract; after 20 years of continued service in this contract, an additional \$50 per month.

SIGNATURES OF AGREEMENT/APPROVAL

Lake Superior Independent School District #381



Superintendent

6-16-15
Date



Chair of the Board


6/16/2015
Date



Clerk of the Board


6/16/15
Date

AFSCME Council 5 AFL-CIO



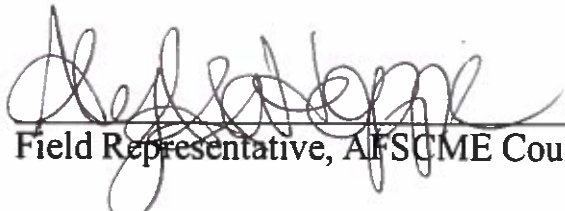
AFSCME Local 66 President

6-23-15
Date



Director, Minnesota Arrowhead District
Council 5

6/23
Date



Field Representative, AFSCME Council 5

6/23/15
Date

