Educational Assistant Collective Bargaining Agreement

Independent School District No. 2155
Wadena-Deer Creek, Minnesota

And

Local #70 of The International Union of Operating Engineers

July 1, 2017 - June 30, 2019
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ARTICLE I
PURPOSE

Section 1. Parties: This Agreement is entered into between the School Board of Independent School District No. 2155, Wadena/Deer Creek Public Schools, Minnesota, hereinafter referred to as the "District", and Local No. 70 of the International Union of Operating Engineers, hereinafter referred to as "Exclusive Representative," pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, as amended, hereinafter referred to as the P.E.L.R.A., to provide the terms and conditions of employment for all Educational Assistants during the duration of this Agreement.

ARTICLE II
RECOGNITION OF EXCLUSIVE REPRESENTATIVE

Section 1. Recognition: In accordance with the P.E.L.R.A., the District recognizes Local No. 70 of the International Union of Operating Engineers as the Exclusive Representative for all Educational Assistants employed by the District which Exclusive Representative shall have those rights and duties as prescribed by the P.E.L.R.A. and as described in the provisions of this Agreement.

Section 2. Appropriate Unit: The Exclusive Representative shall represent all Educational Assistants employed by the District whose employment exceeds the lesser of 14 hours per week or 35% of the normal work week and 67 work days per year, excluding supervisory, confidential, and all other employees.

Section 3. Unit Clarification: Disputes which may occur over the inclusion or exclusion of new or changed job positions or classifications shall be referred to the State Bureau of Mediation Services for expedient resolution. The decision of the State Bureau of Mediation Services shall prevail during or pending any appeal(s) from such decision.

Section 4. Exclusivity: The District shall not meet and confer or meet and negotiate with any individual employees 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 Exclusive Representative or its authorized representatives.

ARTICLE III
DEFINITIONS

Section 1. Terms and Conditions of Employment: Shall mean the hours of employment, the compensation therefor including fringe benefits except retirement contributions or benefits, and the employer's personnel policies affecting the working conditions of the employees.

Section 2. Other Terms: Terms not defined in this Agreement shall have those meanings as defined by the P.E.L.R.A.

ARTICLE IV
DISTRICT RIGHTS

Section 1. Inherent Managerial Rights: The Exclusive Representative recognizes that the District is not required to meet and negotiate on matters of inherent managerial policy, which include, but are not limited to, such areas of discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, the organizational structure and selection and direction and number of personnel.

Section 2. Management Responsibilities: The Exclusive Representative recognizes the right and obligation of the District to efficiently manage and conduct the operation of the District within its legal limitations and with its primary obligation to provide educational opportunity for the students of the District.

Section 3. Effect of Laws, Rules and Regulations: The Exclusive Representative recognizes that all employees covered by this Agreement shall perform the services and duties prescribed by the District and
shall be governed by the laws of the State of Minnesota, and the District rules, regulations, directives and orders, issued by properly designated officials of the District. The Exclusive Representative also recognizes the right, obligation and duty of the District and its duly designated officials to promulgate rules, regulations, directives and orders from time to time as deemed necessary by the District insofar as such rules, regulations, directives and orders are not inconsistent with the terms of this Agreement and recognizes that the District, all employees covered by this Agreement, and all provisions of this Agreement are subject to the laws of the State. Any provision of this Agreement found to be in violation of any such laws, rules, regulations, directives or orders shall be null and void and without force and effect.

Section 4. Reservation of Managerial Rights: The foregoing enumeration of District rights and duties shall not be deemed to exclude other inherent management rights and management functions not expressly reserved herein, and all management rights and management functions not expressly delegated in this Agreement are reserved to the District.

ARTICLE V
EMPLOYEE RIGHTS

Section 1. Right to Views: Nothing contained in this Agreement shall be construed to limit, impair or affect the right of any public employee or his/her representative to the expression or communication of a view, grievance, complaint or opinion on any matter related to the conditions or compensation of public employment or their betterment, nor shall it be construed to require any public employee to perform labor or services against his/her will, so long as the same is not designed to and does not interfere with the full, faithful and proper performance of the duties of employment or circumvent the rights of the Exclusive Representative.

Section 2. Right to Join: Employees shall have the right to form and join labor or employee organizations, and shall have the right not to form and join such organizations. Employees in an appropriate unit shall have the right by secret ballot to designate an Exclusive Representative for the purpose of negotiating grievance procedures and the terms and conditions of employment.

Section 3. Stewards: The Exclusive Representative, upon written notification to the District, may designate employees within a bargaining unit to serve as stewards. The stewards shall be allowed reasonable time, without pay, to investigate and resolve grievances, participate in contract negotiations, post organizational notices and announcements, and transmit communications authorized by the Exclusive Representative to the District.

Section 4. Request for Dues Check Off: The Exclusive Representative shall be allowed dues check off for its members, provided that dues check off and the proceeds thereof shall not be allowed to any Exclusive Representative that has lost its right to dues check off. Upon receipt of a properly executed authorization card of the employee involved, the District will deduct from the employee's paycheck the dues that the employee has agreed to pay to the employee organization in the following manner: Monthly dues times 12 months, divided by 10 months (September through June), equals monthly deduction. Such dues and the names of those for whom they are deducted are to be mailed to the Exclusive Representative within 30 days after their deduction.

Section 5. 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 as Exclusive Representative. The fair share fee required of any employee shall not exceed eighty-five percent (85%) of the monthly dues for membership in the Exclusive Representative.

Upon thirty (30) days notice in writing to the payroll officer of the name of the employee and the amount of the fair share fee certified by the Exclusive Representative, the District will deduct such fair share fee in installments from such employee's paycheck each month, and will forward such fees to the Exclusive Representative within 30 days. The Exclusive Representative agrees to notify the employer promptly whenever any employee subject to a fair share fee deduction becomes a member of the Exclusive Representative, and no further fair share fee deductions for such employee will thereafter be made. Any
dispute as to the amount of such fee shall be solely between the Exclusive Representative and the employee involved.

The Exclusive Representative hereby warrants and covenants that it will defend, indemnify and save the 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.

Section 6. Visitation Rights: Representatives of the Exclusive Representative, previously accredited to the District in writing by the Exclusive Representative, shall be permitted to come on the premises of the School for the purpose of conducting business pertinent to the Exclusive Representative in a reasonable and responsible manner. The District shall be notified prior to the visit.

Section 7. Employee Lists: The District shall advise the Exclusive Representative's office in writing of the names, classifications, starting dates and insurance coverage (single or dependent) of all employees added to this bargaining unit. The Exclusive Representative's office shall be notified in writing upon the effective date of termination. The list will be transmitted no later than 30 days following the payroll period in which the change occurs.

Section 8. Bulletin Boards: A bulletin board or bulletin board area will be provided by the District.

ARTICLE VI
RATES OF PAY

Section 1. Rates of Pay:

Subd. 1. The wages and salaries reflected in Schedule A, attached hereto, shall be a part of the Agreement for the period commencing July 1, 2017 to June 30, 2018. The wages and salaries reflected in Schedule B, attached hereto, shall be a part of the Agreement for the period July 1, 2018 to June 30, 2019.

Subd. 2. A salary increase is not automatic and is effective only upon affirmative action of the District. The District reserves the right to withhold a salary increase in individual cases as the District shall determine. The District shall give written notice and the reason for such action.

Subd. 3. In determining whether the employee qualifies for a status dependent on length or amount of time worked, an employee who has worked at least one-half of the working hours in the regular work year shall have the same status as an employee who worked all of said hours. An employee not meeting this criterion shall not qualify for such status.

Section 2. Method of Payment. All salaries shall be paid by direct deposit on or before the 15th and the 30th of the month to the financial institution of choice by the employee.

ARTICLE VII
GROUP INSURANCE

If the District is held out of compliance with the Affordable Care Act, this clause may be re-opened.

Section 1. Selection of Carrier: The selection of the insurance carrier and policy shall be made by the District.

Section 2. Health and Hospitalization Insurance Eligibility: Employees eligible for District paid benefits under this Article are those who work 30 hours per week or more for at least nine months each year. An employee eligible for District paid benefits retiring from the District employment, after being in the District’s employ, and qualifying for PERA benefits shall have eligibility for self and/or family to remain in the insurance group until age 65 or eligible for Medicare and Medicaid insurance. The retired employee shall pay the insurance premium for self and/or family.
Section 3. District Paid Benefits: The District shall contribute for 2017-2018 four thousand ($4,000) and for 2018-2019 four thousand three hundred dollars ($4,300) for single coverage in the comprehensive major medical district plan on a year round basis for each employee who works thirty (30) hours or more per week for at least nine months each year and is enrolled in the District’s group insurance plans, plus $55.00 per month towards family coverage for those eligible employees on family insurance. Such employees wishing to have family coverage may have the additional premium deducted from their paychecks.

Section 4. Claims Against the District: It is understood that the District’s only obligation is to purchase an insurance policy and pay such amounts as agreed to herein and no claim shall be made against the District as a result of a denial of insurance benefits by an insurance carrier.

Section 5. Duration of Insurance Contribution: An employee is eligible for District contributions as provided in this Article as long as the employee is employed by the District. Upon termination of employment, all district participation and contribution shall cease effective on the last working day.

Section 6. Term Life Insurance: The District shall contribute the sum necessary to pay the full premium for a $50,000 term life insurance policy (coverage may reduce per policy) with an accidental death and dismemberment rider for each unit member classified by the District who works 14 hours per week or more for at least nine months each year and who qualifies for and is enrolled in the District’s group life insurance plan.

ARTICLE VIII
LEAVES OF ABSENCE

Section 1. Sick Leave:

Subd. 1. An employee shall earn sick leave at the rate of one (1) day for each month of work, not to exceed ten days per year (nine month employees shall receive the maximum of ten days).

Subd. 2. Unused sick leave may be accumulated to a maximum of one hundred (100) days of sick leave.

Subd. 3. Sick leave with pay shall be allowed whenever an employee’s absence is found to have been due to an illness which prevented an employee’s attendance at school and performance of duties on that day or days.

Subd. 4. The District may require a physician’s statement in cases of suspected abuse to establish the grounds for sick leave, either on account of personal or family illness.

Subd. 5. Sick leave allowed shall be deducted from the accrued sick leave days earned by the employee. Accrued sick leave shall not be construed as, nor converted into, severance pay.

Subd. 6. Sick leave shall be approved only upon submission of a leave request through the District leave tracking software.

Subd. 7. Elective procedures do not qualify for sick leave pay; however, full-time, 12 month employees, may be allowed a maximum of two (2) days per year of sick leave time for the employee's personal "elective" medical or dental procedures.

Subd. 8. Absence due to sickness after sick leave expires shall result in a pay deduction and discontinuance of the District’s contribution to health and hospitalization insurance premiums.

Subd. 9. In the case of illness or death in the family, the first five (5) days of sick leave per year shall be granted as a matter of right, as in the case of the employee's personal illness. An additional five (5) days of sick leave may be allowed for this purpose at the sole discretion of the District. Such illness means a condition requiring the employee's absence from work. For this purpose, immediate
family includes father, mother, sister, brother, daughter, son, wife, husband, grandparents, grandchild, son-in-law, daughter-in-law, mother-in-law, father-in-law or guardians during legal minority of either the employee or the employee's spouse.

Pursuant to M.S. 181.9413 an employee may use sick leave for absences due to an illness of the employee's actual or adoptive child for such reasonable periods as the employee's absence may be necessary on the same terms as the employee is able to use sick leave benefits for the employee's own absence provided: 1) the employee performed services for the District for at least 12 consecutive months preceding the request. and 2) for an average number of hours per week equal to one-half the full-time equivalent position in the employee's job classification as defined by the employer's personnel policies or practices pursuant to the provisions of a collective bargaining agreement, during those 12 months. For this purpose, "child" means an individual under 18 years of age or an individual under age 20 who is still attending secondary school.

Section 2. Child Care Leave:

Subd. 1. A child care leave may be granted by the District, subject to the provisions of this section, to one (1) parent of an infant child, provided such parent is caring for the child on a full-time basis.

Subd. 2. An employee making application for child care leave shall inform the Superintendent in writing of intention to take leave at least three (3) calendar months before commencement of the intended leave.

Subd. 3. If the reason for the child care leave is occasioned by pregnancy, an employee may utilize sick leave pursuant to the sick leave provisions of the Agreement during a period of physical disability. However, the employee shall not be eligible for sick leave during a period of time covered by a child care leave. A pregnant employee will also provide, at the time of the leave application, a statement from her physician indicating the expected date of delivery.

Subd. 4. The District may adjust the proposed beginning or ending date of a child care leave so that the dates of the leave are coincident with some natural break in the school year; i.e., winter vacation, spring vacation, semester break or quarter break, end of a grading period, end of the school year, or the like.

Subd. 5. In making a determination concerning the commencement and duration of a child care leave, the District shall not, in any event, be required to:

1. Grant any leave more than twelve (12) months in duration.
2. Permit the employee to return to his or her employment prior to the date designated in the request for childcare leave.

Subd. 6. An employee returning from childcare leave shall be re-employed in a position which he or she is qualified unless previously discharged.

Subd. 7. Failure of the employee to return pursuant to the date determined under this section shall constitute grounds for termination unless the District and the employee mutually agree to an extension in the leave.

Subd. 8. The parties agree that periods of time for which the employee is on childcare leave shall not be counted in determining the completion of any probationary period.

Subd. 9. An employee who returns from child care leave within the provisions of this section shall retain all previous experience credit for pay purposes and any unused leave time accumulated under the provisions of this Agreement at the commencement of the beginning of the leave. The employee shall not accrue additional experience credit for pay purposes or leave time during the period of absence for childcare leave.
Subd. 10. An employee on child care leave is eligible to participate in group insurance programs if permitted under the insurance policy provisions, but shall pay the entire premium for such programs as the employee wishes to retain, commencing with the beginning of the child care leave. The right to continue participation in such group insurance programs, however, will terminate if the employee does not return to the District pursuant to this section.

Subd. 11. Leave under this section shall be without pay or fringe benefits.

Section 3. Worker's Compensation:

Subd. 1. Upon the request of an employee who is absent from work as a result of a compensable injury incurred in the service of the District, under the provisions of the Worker's Compensation Act, the District will pay the difference between the compensation received pursuant to the Worker's Compensation Act by the employee and the employee's regular rate of pay to the extent of the employee's earned accrual of sick leave and/or vacation pay.

Subd. 2. A deduction shall be made from the employee's accumulated vacation or sick leave accrual time according to the pro rata portions of days of sick leave or vacation time which is used to supplement worker's compensation.

Subd. 3. Such payment shall be paid by the District to the employee only during the period of disability.

Subd. 4. In no event shall the additional compensation paid to the employee by virtue of sick leave or vacation pay result in the payment of a total daily, weekly, or monthly compensation that exceeds the normal compensation of the employee.

Subd. 5. An employee who is absent from work as a result of an injury compensable under the Worker's Compensation Act and who elects to receive sick leave or vacation pay pursuant to this policy shall submit a copy of the employee's worker's compensation check, and that amount will be deducted from the employee's next pay check.

Section 4. Personal Leave:

Subd. 1. An employee regularly working 15 hours or more per week shall be granted a leave of no more than two days per year, accumulative to 3 days in any given year and which are not covered under other provisions of these policies.

Subd. 2. Personal leave may be used for any reason.

Subd. 3. Requests for personal leave must be written and delivered to the District at least 5 days in advance of the leave except in cases of emergency.

Subd. 4. Personal leave days are non-deductible from sick leave.

Subd. 5. In the case of death not covered by Article VIII, Sec. 1. Subd. 9, the employee may opt to use Personal Leave as provided in this Sec. 4, or use time off without pay at the discretion of the District.

Section 5. Vacations:

Subd. 1. Kids Club Supervisors who work a twelve (12) month assignment consisting of 30 hours per week or more, will be allowed ten (10) days of vacation to be taken during the summer months when school is not in session, subject to the approval of their immediate supervisor. (Kids Club Supervisors who work 29 -40 hours per week and who were hired prior to 6/18/2002 are grandfathered in and will receive this vacation benefit)
ARTICLE IX
HOURS OF SERVICE

Section 1. Basic Work Week: A regular work week shall consist of 30 hours, exclusive of lunch, for full-time employees.

Section 2. Part-time Employees: The District reserves the right to employ such personnel as it deems desirable or necessary on a part-time or casual basis.

Section 3. Shifts and Starting Time: All employees will be assigned starting time and shifts as determined by the District.

Section 4. Emergency Dismissals: If the District has a late start, is dismissed early or closed due to an emergency situation or inclement weather, the employee will be paid for their regularly scheduled shift if this shift is not rescheduled.

Section 5. Absences - Deductions: For purposes of calculating deductions or account of absences without entitlement to pay, the daily rate shall be the reciprocal of the number of days in a calendar year the absentee is obligated to work multiplied by the annual base salary.

ARTICLE X
DISCIPLINE

Section 1. Discipline:

Subd. 1. Just Cause: Disciplinary action may be imposed upon an employee only for just cause.

Subd. 2. Minor Infractions: Initial minor infractions, irregularities or deficiencies shall be accomplished in a confidential manner.

Subd. 3. Major Infractions: If an infraction or irregularity is deemed to be more than minor, the normal sequence in the disciplinary procedure can be waived by going directly to the suspension step. Such suspension shall be without pay, effective at the time indicated in the written notification and continue in effect for the period of time indicated. This notification shall state the grounds for the suspension together with a statement that the employee may make a written request for a hearing before the School Board to review the suspension within ten (10) days after receipt of such notification. If no hearing is requested within such ten (10) day period, it shall be deemed acquiescence by the employee to the suspension. If, after a hearing before the School Board, the suspension is reversed and set aside, the employee shall be reinstated and compensated for salary loss during the period of the suspension. However, should the decision of the School Board, after said hearing, be to uphold the suspension, the employee shall have the right to invoke the grievance procedures set forth in the Agreement at the arbitration level provided written notification requesting arbitration is received by the District within thirty (30) days after receipt of the School Board's decision following the hearing.

Subd. 4. Grievance Procedure: Any unjust disciplinary action imposed upon an employee may be processed through the grievance procedure.

Subd. 5. Normal Disciplinary Procedure: The normal disciplinary procedure shall be as follows:

1. Oral reprimand
2. Written reprimand (Copy to Exclusive Representative's office)
3. Suspension or Demotion (Copy to Exclusive Representative's office)
4. Discharge (Copy to Exclusive Representative's office)
Subd. 6. Oral Reprimand: An oral reprimand shall not become part of an employee's personnel record.

Subd. 7. Written Reprimand: When any disciplinary action more severe than an oral reprimand is intended, the District shall, before or at the time such action is taken, notify the employee in writing of the specific reason(s) for such action, with a copy to the Exclusive Representative's office.

Subd. 8. Copy of Record: Each employee shall be furnished with a copy of all evaluative and disciplinary entries into his/her personnel office record and shall be entitled to have his/her written response included therein. All disciplinary entries in the personnel office record shall state the corrective action expected of the employee.

Section 2. Right to Representation:

Subd. 1. Exclusive Representative: The employee shall have the right to have the Exclusive Representative present during an investigation that may lead to suspension, demotion, or discharge action, exception being an immediate suspension for a major infraction.

Subd. 2. Right to Grieve: The Exclusive Representative shall have the right to take up a suspension and/or discharge or demotion as a grievance at the third (3rd) step of the grievance procedure and the matter shall be handled in accordance with the grievance procedure through the arbitration step if deemed necessary.

Section 3. Probationary Employees: The provisions of this article are not applicable to probationary employees.

ARTICLE XI
PERSONNEL RECORDS

Section 1. Right to View Record: The contents of an employee's personnel office record shall be disclosed to him/her upon request and the Exclusive Representative upon the written request of the employee.

ARTICLE XII
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 District as to the interpretation or application of terms and conditions of employment insofar as such matters are contained in this Agreement.

Section 2. Representative: 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 his/her behalf.

Section 3. Definitions and Interpretation:

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 weekdays not designated as holidays by State Law.

Subd. 3. Computation of Time: In computing any period of time prescribed or allowed by procedures herein, the date of the act, event, or default for which the designated period of time begins to run shall not be included. The last day of the period so computed shall be counted, unless it is a Saturday, a Sunday, or a legal holiday, in which event the period runs until the end of the next day which is not a Saturday, a Sunday, or a legal holiday.
Subd. 4. Filing and Postmark: The filing or service of any notice or document herein shall be timely if it is personally served or if it bears a certified postmark of the United States Postal Service within the time period.

Section 4. Time Limitation and Waiver: Grievances shall not be valid for consideration unless the grievance is submitted in writing to the District's designee, setting forth the facts and the specific provision of the Agreement allegedly violated and the particular relief sought within twenty days (20) after the date the event giving rise to the grievance occurred or twenty days (20) after the employee (s), through the use of reasonable diligence, should have had knowledge of the occurrence that gave rise to the grievance. 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 District's designee.

Section 5. Adjustments of Grievance: The District and the employee (the union steward may be present) shall attempt to adjust all grievances which may arise during the course of employment of any employee within the District in the following manner:

Subd. 1. Level I: If the grievance is not resolved through informal discussions, the District designee shall give a written decision on the grievance to the parties involved within seven (7) 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 the Superintendent's designee shall set a time to meet regarding the grievance within ten (10) days after receipt of the appeal. Within ten (10) days after the meeting, the Superintendent or the Superintendent's 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. 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 7. Arbitration Procedure: In the event that the employee and the District 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 Commissioner to appoint an arbitrator, pursuant to M.S. 179A.21, Subd. 2, providing such request is made within twenty (20) days after request for arbitration. The request shall ask that 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 District, the submission of the grievance which shall include the following:

(1) The issues involved.
(2) Statement of the facts.
(3) Position of the grievant.
(4) The written documents relating to Section 5, Level III of the grievance procedure.

b) The 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 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 by the P.E.L.R.A.

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. However, the party ordering a copy of such transcript shall pay for such copy.

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 matters of inherent managerial policy, which shall include but are not limited to such areas of discretion or policy as the functions and programs of the 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 District to efficiently manage and conduct its operation within the legal limitations surrounding the financing of such operations.
ARTICLE XIII
SENIORITY

Section 1. Definition of Seniority:

Subd. 1. Seniority shall be defined as the preference, as defined in this article, to which an employee is entitled in connection with layoff and recall from layoff, in recognition of the employee's length of service with the employer. Seniority shall be by first date of hire and by classification and shall be measured from the employee's most recent date of hire and/or employment in the employee's classification.

Subd. 2. There shall be the following four (4) classifications of employees within this bargaining unit:
1) Clerical/Classroom Assistants
2) Supervisory/Childcare Assistants
3) Software Support Specialist
4) LPN

Section 2. Probation:

Subd. 1. The first 346 days of employment, not including summer layoff, shall be considered a probationary period. During such probationary period an employee shall have no recourse if discharged by the employer. Upon the satisfactory completion of the probationary period, the employee shall be entitled to seniority standing from the employee's most recent date of hire by the employer in the employee's classification.

Subd. 2. Upon transfer from one classification to another, the employer may, in its discretion, call for a thirty-day probationary period in the new classification. During such period, the employee may be returned to the employee's former classification for any reason.

Section 3. Loss of Seniority:

Seniority shall be lost by any of the following:
1. Voluntary quit.
2. Discharge.
3. Failure to report for work within seven (7) working days of mailing notification of recall from layoff.
4. Layoff for more than 12 months.

Section 4. Layoff:

Subd. 1. If there is a layoff by the employer in a classification in the bargaining unit, seniority shall be considered by the employer as set forth herein. The employee with the least seniority in the classification shall be considered for layoff first, and, upon recall, employees with the most seniority in the classification shall be considered for recall first. This section does not apply in those cases where a layoff is due to a building being closed temporarily because of equipment breakdown, quarantine, loss of a utility or damages from natural or un-natural disaster.

Subd. 2. In the event of a lay-off the District shall notify the Exclusive Representative's office and the employees at the earliest opportunity. Under normal circumstances this notification shall not be less than thirty (30) calendar days.

Subd. 3. Laid off employees shall be recalled into open positions within their classification within one (1) year, prior to any open position being posted for bid.
Section 5. Job Openings:

Subd. 1. In the event of a job opening or new/open assignment (new assignments shall include either an open assignment or a new student), the job shall be announced by bulletin for a period of five (5) working days. The permanent qualified employees within this classification in the bargaining unit shall be given opportunity, in the order of seniority, to bid for the position/assignment.

Subd. 2. All employees within the classification bidding for the opening will be informed in writing of the District’s selection for the position and the rationale for this selection.

Subd. 3. In the event of a job opening during the summer months, the bulletin announcing the job opening will emailed to the employees school email address and posted on the school web site at www.wde2155.k12.mn.us; or mailed to those who requested it.

Subd. 4. Step Placement for New Hires: The maximum number of years that may be recognized for prior years of service (when determining step placement) for new hires is 5 years effective February 20\textsuperscript{th}, 2018.

Section 6. Transfers:

Subd. 1. Transfers, other than promotion, may be made providing the supervisor from where the employee is leaving and the supervisor where the employee is going agree to said transfer. Such transfer shall require, for the remaining 2015-2016 and the 2016-2017 contract years only, the approval of one administrator and the superintendent, or if the superintendent is unavailable the approval of two administrators.

Subd. 2. Transfers due to organizational changes, difficulties in the employee's employment, or physical inability to perform duties may be made by the employer without the employee's consent.

Section 7. Seniority List: The employer agrees to prepare and post a seniority list covering all employees in the classifications covered by the Agreement. The seniority list shall be prepared and posted every year. Unless a written and dated statement challenging the seniority standing of any employee is filed within fifteen (15) working days after the date the seniority list is posted, the seniority standing of the employees as shown on such seniority list shall be deemed to be correct.

ARTICLE XIV
PUBLIC OBLIGATION

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

The Exclusive Representative agrees, therefore, that during the terms of this contract neither the Exclusive Representative nor any individual employee shall engage in any strike as defined by the P.E.L.R.A. The parties agree that procedures affecting this article are provided for by P.E.L.R.A. and, therefore, shall not be subject to the grievance or arbitration procedure.

ARTICLE XV
DURATION

Section 1. Terms and Reopening Negotiations: This agreement shall remain in full force and effect for a period commencing on July 1, 2017, except with respect to insurance benefits not provided under the prior agreement, and as to those benefits shall become effective as soon as the district's group insurance policy is amended after signature of this agreement, through June 30, 2019 and thereafter until modifications are made pursuant to the P.E.L.R.A. If either party desires to modify or amend this Agreement commencing at its
expiration, it shall give written notice of such intent no later than 90 days prior to said expiration. Unless otherwise mutually agreed, the parties shall not commence negotiations more than 90 days prior to the expiration of this Agreement.

**Section 2. Effect:** This Agreement constitutes the full and complete agreement between the District and the Exclusive Representative representing the employees. The provisions herein relating to terms and conditions of employment supersede any and all prior agreements, resolutions, practices, District policies, rules or regulations concerning terms and conditions of employment inconsistent with these provisions.

**Section 3. Finality:** Any matters relating to the terms and conditions of employment, whether or not referred to in this Agreement, shall not be open for negotiations during the term of this Agreement.

**Section 4. Severability:** The provisions of this Agreement shall be severable, and if any provisions 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.

<table>
<thead>
<tr>
<th>CLERICAL/CLASSROOM ASSISTANTS</th>
<th>Schedule A 2017-2018</th>
<th>Schedule B 2018-2019</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Experience Level</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>0 years but less than 2 years</td>
<td>$13.30 per hour</td>
<td>$13.57 per hour</td>
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<tr>
<td>2 years but less than 5 years</td>
<td>$14.17 per hour</td>
<td>$14.45 per hour</td>
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<tr>
<td>5 years but less than 10 years</td>
<td>$15.05 per hour</td>
<td>$15.35 per hour</td>
</tr>
<tr>
<td>10 years or more</td>
<td>$16.25 per hour</td>
<td>$16.58 per hour</td>
</tr>
</tbody>
</table>

| SUPERVISORY ASSISTANTS:       |                      |                      |
| **Experience Level**          |                      |                      |
| 0 years but less than 5 years | $15.05 per hour      | $15.35 per hour      |
| 5 years but less than 10 years| $15.96 per hour      | $16.28 per hour      |
| 10 years or more              | $17.09 per hour      | $17.43 per hour      |

| SPEECH LANGUAGE PATHOLOGIST ASSISTANTS |                      |
| **Experience Level**               |                      |
| 0 years but less than 2 years      | $22.26 per hour      |
| 2 years but less than 5 years      | $23.75 per hour      |
| 5 years but less than 10 years     | $25.30 per hour      |
| 10 years or more                   | $25.81 per hour      |

| SOFTWARE SUPPORT SPECIALIST:     |                      |
| **Experience Level**             |                      |
| 0 years but less than 2 years    | $15.44 per hour      |
| 2 years but less than 5 years    | $16.90 per hour      |
| 5 years but less than 10 years   | $18.38 per hour      |
| 10 years or more                 | $19.83 per hour      |

| LPN/Health Aide:                |                      |
| **Experience Level**            |                      |
| 0 years but less than 2 years   | $15.44 per hour      |
| 2 years but less than 5 years   | $16.90 per hour      |
| 5 years but less than 10 years  | $18.38 per hour      |
| 10 years or more                | $19.83 per hour      |
LONGEVITY PAY: In addition to the above hourly rates, all employees who regularly work 30 hours or more per week are eligible for the following longevity pay. Longevity pay will be paid in the employee's last paycheck of the year. This will be a one-time per year payment.

2017/2018:
$125 for 8 years or more of service but less than 12 years
$225 for 12 years or more of service but less than 15 years
$275 for 15 years or more of service but less than 20 years
$325 for 20 years or more of service

2018/2019:
$225 for 8 years or more of service but less than 12 years
$325 for 12 years or more of service but less than 15 years
$375 for 15 years or more of service but less than 20 years
$625 for 20 years or more of service

ENVOY RECERTIFICATION:

Employees will receive $100 for achieving certification status in ENVOY for a given school year. Employees will receive their bonus pay in one lump sum after reaching certification status.
IN WITNESS WHEREOF, the parties have executed this agreement as follows:

For Local No. 70 - I.U.O.E.
Minneapolis, MN

President

For IND. SCHOOL DIST. NO. 2155
Wadena, MN

Chairperson

Secretary

Clerk

Local Steward

Local Steward

Business Manager

Chief Union Negotiator

Dated this 22nd day of March, 2018. Dated this 7th day of March, 2018.
LETTER OF UNDERSTANDING

The following language is in effect for the 2017/2018 and 2018/2019 years and will expire on June 30th, 2019.

Any employee covered by this collective bargaining agreement may be terminated at the sole discretion of the superintendent if they take more than two (2) days of leave without pay in a school year (Parental Leave is excluded). All due process and grievance procedures outlined in the collective bargaining agreement do not apply to this provision and are hereby waived accordingly.

President

Linda Powers

Secretary

Connie Keller

Local Steward

David E. noen

Business Representative

Business Manager

Dated this 22nd day of March, 2018. Dated this 7th day of March, 2018.