

A G R E E M E N T

between

INDEPENDENT SCHOOL DISTRICT NO. 706

VIRGINIA, MINNESOTA

and

THE AMERICAN FEDERATION OF STATE, COUNTY

AND MUNICIPAL EMPLOYEES, AFL-CIO

LOCAL UNION NO. 85

JULY 1, 2015 TO JUNE 30, 2017

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## **AGREEMENT**

Entered into on the First Day of July 2015 by and between the Board of Education, Independent School District No. 706, Virginia, Minnesota, hereinafter referred to as the "Employer," and Local Union No. 85, American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the "Union."

### **ARTICLE I** **RECOGNITION**

#### Section A. Exclusive Representative:

The Employer recognizes Local Union #85, American Federation of State, County and Municipal Employees, AFL-CIO, Minnesota Council 65, as the exclusive representative for collective bargaining purposes of the non-licensed employees of Independent School District No. 706, as defined in Section B of this Article.

#### Section B. Description of Appropriate Unit:

For purposes of this Agreement, the term Local Union #85, American Federation of State, County and Municipal Employees, AFL-CIO, Minnesota Council 65, shall mean all persons in the appropriate unit employed by the School District in such classifications excluding the following: Confidential employees, supervisory employees, essential employees, part-time employees whose services do not exceed the lesser of 14 hours per week or 35 percent of the normal work week in the employees bargaining unit, employees who hold positions of a temporary or seasonal character excluded by statute, and emergency employees. Positions excluded are the Director of Information and Financial Services, Superintendent's Secretary, Director of Information and Financial Services' Secretary, Supervisor of Transportation, Supervisor of Maintenance, and Cafeteria Manager.

### **ARTICLE II** **DEFINITIONS**

#### Section A. Terms and Conditions of Employment:

The term "terms and conditions of employment" means the hours of employment, the compensation therefore including fringe benefits except retirement contributions or benefits, other than employer payment of, or contributions to, premiums for group insurance coverage of retired employees or severance pay, and the employer's personnel policies affecting the working conditions of the employees. In the case of professional employees, the term does not mean educational policies of a school district. The terms in both cases are subject to the provisions of M.S. 179A.07 regarding the rights of public employers and the scope of negotiations.

#### Section B. District:

For purposes of administering this Agreement, the term "District" shall mean the School Board or its designated representative, and is synonymous with the term "Employer."

#### Section C. Spouse:

For purpose of administering this Agreement, the term "Spouse" shall mean anyone properly and rightfully married under the laws of the state of Minnesota.

#### Section D. Other Terms:

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

**ARTICLE III**  
**PAYMENT OF DUES**

The Employer shall, only upon receipt of written notice from an eligible employee who has signed an authorized Union dues payroll deduction card or agency fee authorization, deduct Union dues or agency fees from the employee's salary during each pay period. Such deduction shall be in accordance with a sum or calculation certified by AFSCME Minnesota Council 65. The Employer agrees to make such payroll deductions on a pay period basis and remit same to AFSCME Minnesota Council 65, together with a listing of names of the employees from whose pay deductions were made. Payments of Union dues to AFSCME will be mailed monthly.

All public employees who are not members of the exclusive representative may be required by said representative to contribute a fair share fee for services rendered by the exclusive representative 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 percent of the regular membership dues. The exclusive representative shall provide advance written notice of the amount of the fair share fee assessment to the employer, and to a list furnished by the employer of all employees within the unit. A challenge by an employee or by a person aggrieved by the assessment shall be filed in writing with the Commissioner, the public employer and the exclusive representative within 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 employer shall deduct the fee from the earnings of the employee and transmit the fee to the exclusive representative 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 employer pending a decision by the commissioner pursuant to MN Statute 179A/06, subdivision 3. The term "Commissioner" as used in this paragraph, refers to the Commissioner of the Minnesota Bureau of Mediation Services.

The parties intend that the provisions regarding fair share fee assessments and dues deductions are to be in compliance with Minnesota Statute 179A.06, Subd.3, as amended, and other applicable laws, and that any language herein inconsistent with the Statute is void, and that the Statute shall control.

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 un-liquidated, 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**  
**HOURS OF WORK**

Section A:

The regular hours of work for all employees shall be eight (8) hours per day and forty (40) hours per week. Compensation for authorized overtime shall be at time and one-half (1-1/2) rates for all hours worked in excess of eight (8) hours per day or forty (40) hours per week.

Employees shall have the option of taking overtime worked as compensatory time off at the rate of one and one-half (1-1/2) for each hour worked if mutually agreed by administration. The compensatory time will be limited to 40 hours per year.

Section B:

An employee temporarily assigned to work in a higher paid classification shall be compensated at the rate of pay for that higher classification. When an employee is temporarily assigned in a lower rate classification, it will still carry the regular rate and not the lower rate of pay.

Section C:

Longevity increment will be allowed to full-time employees at the rate of four percent (4%) after ten (10) years; six percent (6%) after fifteen (15) years; and seven percent (7%) after twenty (20) years, on the employee's anniversary date of qualifying time in service with the Employer. This will be based on years of equivalent full-time continuous service. Qualifying time in service means all part-time and full-time service with the employer. Part-time service shall be calculated as per Article VII Seniority.

Longevity increment will be allowed to all part-time employees at the rate of two percent (2%) after ten (10) years; three percent (3%) after fifteen (15) years; and three and one-half percent (3 1/2%) after twenty (20) years, on the employee's anniversary date of qualifying time in service with the Employer. This will be based on years of part-time continuous service. An employee who worked full-time and then went to part-time work shall receive credit for all full time work in determining years of service as a part-time employee.

Section D:

Work assignments and the division of work duties are at the discretion of the District, recognizing the ability and reasonable workload of the employee.

Section E:

A shift differential of \$75.00 per month for the nine-month school year shall be paid to all employees regularly assigned to the afternoon shift or to their replacements in the event of absence, provided the replacement is assigned the afternoon shift for one (1) full week or more and further provided that the replacement shall receive the shift differential on a pro-rata basis for the week(s) assigned to the afternoon shift. This differential shall apply to any eight (8) hour shift starting at 2:00 p.m. or later, Monday through Friday.

Section F:

Employees who are called out to work on other than their regular scheduled shift or who are scheduled to work overtime for hours that are not consecutive with their regular shift shall receive a minimum of two (2) hours pay at time and one-half (1-1/2) rates. This provision shall not apply to routine building checks on weekends.

Section G:

There shall be no split shifts or days off.

Section H:

Regular non-licensed employees will be excused from work on days school is called off by the District due to inclement weather. The qualified and assigned employees are responsible to make building checks at each building with no charge to district on such days. If an emergency occurs, the District may call in the necessary employees to work their regular shifts.

Section I:

Employees who are coaching or directing an ISD 706 student activity may elect to take leave without pay (dock time) or vacation time in order to attend the activity.

**ARTICLE V**  
**WAGE ADMINISTRATION**

There shall be two (2) pay periods and paydays in each calendar month, one of which may be a partial payment.

**ARTICLE VI**  
**HOLIDAY PROVISIONS**

Section A:

Employees who work 30 hours per week or more shall be eligible to receive the following paid holidays according to their normal scheduled hours worked:

New Year's Day	½ day New Year's Eve
Labor Day	Memorial Day
Thanksgiving Day	Friday after Thanksgiving
President's Day	Independence Day
Christmas Day	1/2 day Christmas Eve
Good Friday	Easter Monday

Holidays that fall on weekends will be observed on a day established by the School District. The School District reserves the right, if school is in session, to cancel any of the above holidays and establish another holiday in lieu thereof. Any legal holiday or holidays which fall on an employee's vacation period shall not be counted as a vacation day. In order to be eligible for holiday pay, an employee must have worked his/her regular work day before and after the holiday, unless the employee is on an excused illness, leave, or on vacation under terms of this Agreement. The one-half day holidays indicated above shall be taken on the last one-half working day before the eligible day off for New Year's and Christmas, except when school is in session on the day before the holiday. The employee will be able to take that one-half day as soon as convenient after the holiday. Employees required to work on any of the above-named holidays shall be compensated at time and one-half (1-1/2) rates in addition to their regular day's pay. Holiday pay shall be at the same rate as the employee received during his/her last scheduled week of work preceding the holiday.

Section B:

Only those employees who work when school is not in session will be eligible for holiday pay, except the Easter Holidays which are Good Friday and Easter Monday.

**ARTICLE VII**  
**VACATIONS AND SICK LEAVE**

Section A:

Vacations are an earned benefit. All full-time employees shall be given the following schedule:

<u>Years of Continuous Service</u>	<u>Vacation</u>
0 - 1 year	Pro rated (based on 2 weeks/yr.)
1 through 6 years	2 weeks
Starting the 7th through 12th years	3 weeks
Starting the 13th through 24th years	4 weeks
Starting the 25th year and over	5 weeks

Employees shall advance to the next step on the vacation schedule on their anniversary date of employment.

In the event the employee terminates his/her employment prior to his/her anniversary date and has already taken his/her vacation in that calendar year, the unearned vacation for which he/she has already been paid will be withheld from his/her terminal paycheck.

Prior to June 1 of each year, an employee shall be required to indicate a preference for vacation weeks. The employee shall request vacation time during the period when school is not in session during the summer months to the extent possible. Employees shall be allowed to take five (5) days of vacation every year while school is in session at the discretion of the employee's supervisor.

#### Section B:

All full-time employees shall be entitled to eighteen (18) days of sick leave per year, accumulative to one hundred and thirty (130) working days. Sick leave shall accrue at 1.5 days per month as it is earned on a proportionate basis to the employee's work year. All part-time employees shall earn sick leave on a pro rata basis (i.e., 75% employees receive 75% of 18 or 13.5 days of sick leave). The District may allow acceleration of the accrued days at its discretion for good cause shown.

Employees will be allowed up to five (5) days sick leave for serious illness in the immediate family (spouse, father, mother, sister, brother, mother-in-law, father-in-law, sister-in-law, brother-in-law) with a written statement from the doctor stating that it is a serious illness.

In accordance with MN Statute 181.9413, employees shall be allowed to use sick leave days with pay due to a verifiable illness or injury to the employee's immediate family, which would include child, adult child, spouse, sibling, parent, grandparent, those who live in the household or stepparent for reasonable periods of time as the employee's attendance may be necessary.

#### Section C:

Part-time employees shall receive sick leave and vacation benefits on a pro-rated basis.

#### Section D:

A doctor's certificate may be required for all absences upon request of the District.

#### Section E:

Employees shall be granted up to five (5) days leave of absence (working days) with pay in case of absence from work because of the death of a member of the immediate family if necessary. Definition of immediate family, for purposes of this Section, shall be spouse, child, mother, father, sister, brother, grandparent, grandchild, mother-in-law, father-in-law, sister-in-law and brother-in-law. For each incident, the fourth (4) and fifth (5) day, if used, will be deducted from accrued sick leave. Up to one (1) day of leave for a funeral of other relatives or close friends may be allowed at the discretion of the superintendent or administrative designee. Leave used for other relatives or close friends will be deducted from sick leave.

#### Section F:

For all employee absences covered by Worker's Compensation, the Employer shall pay to an employee the difference between his/her compensation payment and his/her regular monthly salary, and that amount shall be charged against an employee's accumulated sick leave credits until his/her accumulated sick leave benefits have been exhausted. An employee has the option of receiving the Worker's Compensation without the salary differential, thus retaining his/her full sick leave privileges. In

no event shall payments from Worker's Compensation, sick leave, vacation and salary total more than an employee's regular monthly salary, except when payments are made by Worker's Compensation for a permanent partial disability.

Section G:

Physical examinations required by the Employer shall be performed at the expense of the Employer.

Section H:

Leave of absence may be granted for disability or illness for one year with fringe benefits in effect at the time of said illness or disability. After one year, the employee's leave shall be reviewed by the Administration to determine continuation.

Section I:

Employees who do not use their sick leave during the fiscal year shall receive a payment on August 31st of the next fiscal year equivalent to two days pay.

Section J:

Full and part time employees shall be allowed two (2) personal leave days a year. This will be deducted from sick leave; however, the day(s) will not count as a day missed in Section I. Employees may carry over one (1) personal day from the previous school year but the carry over day must be used by December 1.

Request for personal leave must be made in writing to the District at least two days in advance, except in the event of emergencies.

A personal day shall not be granted for the first and last day of the school year. A personal day may be granted at the discretion of the Superintendent or his/her designee for the day preceding or the day following holidays or vacations. No more than one employee shall be granted personal leave from any one classification in each building at the same time.

## **ARTICLE VIII** **SENIORITY**

Section A. Seniority Standing:

Full-time employee's seniority standing shall be granted to all public employees who work 30 hours per week or more who are eligible to be covered under this Agreement as defined in the Recognition Clause. The standing is to be based on the total length of employment for the District and shall revert back to the first date of employment upon completion of a 180 working day probationary period. All full-time employees, for purposes of seniority, shall have been considered to work 2080 hours in a calendar year.

Part-time employees - A separate seniority list shall be kept and maintained for part-time employees. All such employees working 14 hours per week and less than 30 hours per week and more than 67 working days in any calendar year, and who otherwise qualify as a "public employee" within the meaning of the P.E.L.R.A., as amended, and who have completed a 90 working day probationary period shall be granted seniority on a calendar year basis retroactive to their first date of hire by the District.

Section B. Seniority Lists:

The Employer shall establish seniority lists as of the effective date of this Agreement structured by

department to include and rank, in order of highest to lowest seniority, all employees in the bargaining unit. The seniority list shall be updated as of September 1 of each year and posted on employee bulletin boards. In addition, a copy shall be sent to the Union President and the Staff Representative.

Once the seniority list is posted, employees shall have 30 calendar days to correct any errors in the posting. Seniority dates that are in dispute may be grieved by the affected employee.

#### Section C:

An employee shall lose his seniority standing upon voluntary resignation from employment with the Employer or after three years on a lay-off status.

#### Section D:

Seniority rights of employees shall be determined on a departmental basis. There shall be three departments in the bargaining unit, namely:

1. Maintenance (Custodian, Utility, Transportation, Repair),
2. Secretarial, Clerical,
3. Media Aide,
4. Para Educators; Educational Interpreters; Certified Interpreters; Certified Occupational Therapy Assistants and Licensed Practical Nurses.

#### Section E. Calculation of Full-time Seniority:

Employees working 30 or more hours per week shall be considered full-time employees and be credited with 2080 hours of time per year. If a full-time employee had previously worked in a part-time position, all part-time hours shall be converted to full-time equivalent (2080 hours = 1 year) in order to arrive at a new seniority date. This date shall apply to promotions, lay-offs, longevity, and vacation accrual.

#### Section F. Part Time Seniority:

For purposes of calculating seniority for longevity payment, vacation accrual, promotions and layoffs, part-time employee's date of hire shall be used.

#### Section G. Layoffs and Bumping (See Appendix A. Bumping):

In the event a general layoff is contemplated, the Employer agrees to call in the Union President and/or exclusive representative and to discuss the problem with them before any action is taken.

In the event of a layoff, a reduction in force, or the elimination of a position, a senior employee may exert his/her seniority preference over a junior employee in any classification of work in his/her department or in any other department where he/she had prior seniority rights, provided he/she has the necessary qualifications to perform the duties of the job involved. Employees who are laid off shall be re-hired according to seniority in the inverse order of layoffs.

Note: A reduction in hours worked per day, days worked per week, or total weeks worked per year shall be considered as a reduction in force.

Recall from a layoff shall be sent by certified mail to an employee's last recorded address. Recall shall be by department, in inverse order of layoff, provided that if an employee does not return to work within fifteen (15) working days of recall, or on an extended date mutually acceptable to the employee and the Employer, the employee shall automatically have terminated his/her employment. An employee's name shall be retained on the recall list for three (3) years, at which time all rights to recall shall

terminate. An employee shall have the right to refuse a lesser position and still maintain his/her seniority rights. Employees shall notify the employer (business office) once a year of their address and current telephone number.

Section H:

When an employee transfers from one department to another, his/her seniority rights shall be frozen in the department from which he/she is being transferred and he/she shall accumulate rights in the new department from his/her first date of employment in the new department.

Section I:

Overall seniority and not departmental seniority shall be the seniority factor used only for the purpose of determining who is the senior applicant for vacancies or newly created positions as follows:

- (1) Notice of all vacancies and newly created positions shall be posted on the employee bulletin boards, and employees shall be allowed 5 days time to make application to fill such vacancy. The senior employee applying for said vacancy shall be transferred to fill the vacancy, provided he/she has the necessary qualifications to perform the duties of the job. Said employee shall be granted a 30 working day trial period in which time he/she may opt to return to the previous position, and the employer shall have the same period to determine whether the employee is qualified to perform the duties of the position- this sentence does not apply to paraprofessionals with regard to paraprofessional positions or assignments. In the event the employer determines the employee is not qualified, said employee shall return to the previously held position and shall retain the right to appeal the decision via the grievance procedure.
- (2) Change in Position. For bidding on vacancies or new positions covered by the collective bargaining unit only. When a full time employee and a part-time employee bid for the same full time position, the part-time's seniority shall be converted to total hours worked since his/her first date of hire as a part-time employee, excluding overtime hours, and this total converted to calendar years of service credit based on 2080 hours equals the one calendar year of service. The converted seniority date shall be said employee's seniority date and be applicable as to eligibility for the vacancy or new position.
- (3) Paraprofessionals will have one choice each year prior to the start of the school year as to which paraprofessional assignment they will choose by seniority. Seniority Section G applies to paraprofessionals. The job posting will state the title, building, scheduled time, days of work, hours per week, **grade level, and case manager. Job postings for choice shall be made available to all paraprofessionals no fewer than five working days prior to the scheduled choice day.**

If a paraprofessional assignment is eliminated, the senior paraprofessional will be kept whole and will not suffer ac change in building or loss in hours. The paraprofessional will be assigned by management to a different assignment with consultation by the paraprofessional and a union representative.

Section J:

There shall be at least a two-week period for bargaining unit applicants to apply for vacancies or newly created positions posted during the school holidays, breaks, or the summer break period.

Section K:

No leave of absence in excess of thirty (30) days will be granted to an employee for the purpose of accepting employment elsewhere.

Section L:

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

Section M:

Present part-time employees of the District shall be given seniority preference on any temporary employment during the summer months for which they can qualify.

Section N:

An employee hired for a period of fifteen (15) working days or less shall be considered a casual employee.

A temporary employee shall be defined as one who is hired for a limited, short-term period of more than fifteen (15) working days duration. When a temporary employee is hired, the employee and the Union shall be notified in writing of the temporary nature of the position, the approximate duration of the employment, and the wage rate to be paid the employee. After thirty (30) calendar days of employment, all employees, regular or temporary, shall receive the regular scheduled rate of pay for the position in which the work is performed. Temporary appointees, however, shall not qualify for the fringe benefits provided for in this Agreement or for the life, hospitalization, medical, dental and income disability insurance coverage which are provided for regular employees.

Should a temporary employee subsequently be assigned to fill a regular position without a break in service, his/her seniority shall revert to the first day of employment.

A temporary employee, while working in the classification as a temporary employee, shall not qualify for seniority.

Appointments to temporary positions shall be limited to a period not to exceed ninety (90) calendar days, except that such periods may be extended by mutual agreement of the Employer and the Union. All employees, regular or temporary, shall be eligible for unit status after having completed 67 working days of employment in any calendar year. The provisions of this paragraph shall not apply to casual or temporary student employees.

## **ARTICLE IX** **GRIEVANCE PROCEDURE**

Section A:

A dispute or disagreement over the interpretation or application of the terms of this Agreement must be filed in writing with the Employer within twenty (20) calendar days from the date that the employee knew or should have known of the event that first gave rise to the grievance. Failure to so file a written grievance shall constitute a waiver of the grievance and any continuation thereof. The Employer and an aggrieved employee or the employee's representative shall attempt to adjust all grievances in the following manner:

1. First, an effort shall be made to adjust the grievance between the employee or his/her representative and his/her immediate supervisor or department head. Any such adjustment shall be subject to approval or disapproval of the Employer within seven days.

2. In the event no settlement is thereby reached, the employee or his/her representative shall refer the matter to the appropriate committee of the Employer. The conclusion reached by said parties shall be

subject to approval or disapproval by the Employer within seven days.

3. In the event no settlement is reached, the Employer shall, upon written request of the employee or his/her representative, hear the grievance within twenty-one days from the date of the filing of the grievance.

4. If no settlement is reached in Step 3, the Employer shall issue a written decision within seven (7) calendar day from the Step 3 hearing, and the exclusive representative shall, if it wishes to appeal the Employer's determination, submit the grievance to final and binding arbitration within thirty (30) working days from the date of the School District's written decision. Failure to process the grievance to arbitration shall constitute both a waiver of the event first giving rise to the grievance and any continuation thereof, and an acquiescence to the School District's interpretation or application of the terms of the Agreement. If the parties are unable to agree upon the appointment of the arbitrator within five (5) days after submission of the grievance to arbitration, either party may then request the Director, Bureau of Mediation Services, State of Minnesota, to furnish a list of five (5) prospective arbitrators. From this list, each party shall in turn strike one name until one name remains, and the last remaining individual shall be designated as the arbitrator. If the parties are unable to agree on who shall strike the first name, the question shall be decided by a flip of a coin. A hearing on the grievance will be held promptly by the arbitrator, and a decision shall be rendered by him/her within thirty (30) days after the date of the hearing. All expenses and costs of the arbitrator shall be shared and assessed equally to the parties.

If the time limits are not adhered to in Steps 1, 2, or 3, the grievance shall proceed to the next step.

Section B:

Duly authorized representatives of the Union shall have the right to accompany the Union Grievance Committee at all times in the discussion or adjustment of grievances of its members.

## **ARTICLE X** **DISMISSALS, DEMOTIONS AND TRANSFERS**

Discharges, disciplinary demotions or disciplinary transfers to a lower classification shall be made only for just cause. The Union Grievance Committee and the employees affected shall receive prior notice, in writing, of any such action.

## **ARTICLE XI** **GENERAL PROVISIONS**

Section A:

Only negotiable matters not covered by this Agreement shall be settled by negotiations.

Section B:

The Union shall be permitted the use of employee bulletin boards for posting matters of interest to its members.

Section C:

When a regular employee has been called upon for jury duty by the municipal, state or federal courts, and has been absent from work because of such jury service, he shall be paid his regular salary by the Employer with the understanding that at the completion of his jury service, he shall present his jury service checks to the Employer and that the amount of such checks, less the amount included for traveling expenses, shall be deducted from his next regular pay check, or the employee may opt to submit the amount that would be deducted to the Employer to avoid said deduction.

It is further understood that if such employee is scheduled to work on the day in question and is dismissed by the court two (2) hours prior to the end of his work schedule, he will return to work for the afternoon shift on the day in question; and if such employee is dismissed by the court two (2) hours prior to the beginning of his shift, he will not be considered as having performed any jury duty on that day and consequently will be compensated only for time actually worked on such shift. The employee must give the District notice of his forthcoming jury service as soon as he is notified if he is to receive the difference allowed as indicated above.

Section D:

A list of employees shall be provided to the Union, upon request, listing the classifications and the number of employees in each classification.

## **ARTICLE XII** **HEALTH AND WELFARE PLAN**

Section A:

All regular employees who work thirty (30) hours or more per week in the bargaining unit shall be covered under the following health and welfare plans:

1. A. \$10,000 group term life insurance for all eligible active employees:

B. \$1,000 paid-up life insurance policy for retirees who have worked at least ten (10) continuous years with the District as of the effective date of their retirement. The Employer is self-insured as per attachment.

2. Income Disability Plan:

Premium participation for Section A, 1A and 1B, and 2 to be paid by the Employer.

3. Hospital plan, surgical and medical benefits plan and dental insurance plan:

Single Coverage: The School District shall contribute the full cost per month toward the premium for individual coverage of the hospital medical plans. Effective 07-01-08 the District shall contribute the full cost minus \$10 per month toward said coverage. Effective 7/1/10 the School District shall contribute 95% of the monthly premium minus \$25 per month. Employees electing the Single plan will pay the remaining 5% of the monthly premium plus \$25 per month.

Family Coverage: The School District shall contribute 70% of the cost of said coverage, and the employee shall contribute 30% of the cost of said coverage. Effective 07-01-08 the District shall contribute 70% minus \$10 per month toward said coverage. Effective 7/1/10 the District shall contribute 70% minus \$25 per month toward said coverage. Employee electing the Family plan will pay the remaining 30% of the premium plus \$25 per month.

All eligible employees shall be enrolled under the BC/BS "J" plan option which shall include a prescription drug co-pay to \$7.50 for formulary and \$15.00 for non-formulary drugs and a \$25.00 office co-pay. This policy change will also impact retired employees.

Employees will have the annual opportunity to voluntarily choose between the above BC/BS "J" plan or the BC/BS VEBA 100 plan with an \$1850/\$3700 Deductible. The monthly premiums will be paid in accordance with how they are paid for the "J" plan. The School District shall contribute 75% of the VEBA deductible each year to the employee's VEBA account at least until the year 2017. The 75%

contribution will remain in place until both sides reach an agreement on a different amount. Any employee who incurs a medical or pharmaceutical bill greater than their current VEBA balance shall be entitled to an advance of the balance of the annual VEBA contribution or the amount necessary to cover the expense, whichever is less, by requesting payment in writing. The District may require that the employee provide proof of the expense (EOB – Explanation of Benefits from BC/BS, and/or actual bill from health care provider/pharmacist). Retirees opting for this plan will have the same contribution levels by the district.

Dental Coverage: The School District shall contribute the full cost per month toward the premium for individual coverage in the District dental plan. The District shall contribute 70% of the cost of dental coverage towards family coverage, and the employee shall contribute 30% of the cost of said coverage.

Wages in lieu of the District's insurance premium participation shall not be allowed in the event an employee's total insurance costs are less than the above described rate.

It shall be understood by the parties of this Agreement that the hospital medical insurance plan's level of benefit coverage for active employees may only be changed to a different level of benefit coverage by negotiations.

In the event of a premium increase in the hospital medical insurance premiums, the Union shall have the right to request the School Board to call for bids on said insurance, and the Board shall do so.

#### Section B:

Seasonal employees defined as regular employees and who are covered under the Public Employees Retirement Association plan, and who are on summer leaves because of the nature of their work, will be covered by the Employer during the period of summer leave.

#### Section C:

1. "Grandfather" Clause for Those Employees Who Retire Prior to January 1, 1985: Any former employee who has retired and was receiving a contribution by the School District toward the cost of health and welfare benefits while retired at the time of the ratification of the Agreement for the period from January 1, 1984 to December 31, 1985, plus any employee who retires from service to the School District before January 1, 1985 and who is eligible for health and welfare benefits upon retirement shall be "grandfathered" into the levels of insurance coverage and School District contribution to the cost of the premium for said coverage in the same manner and to the same degree as was in existence and force prior to the ratification of the Agreement for the time period from January 1, 1984 to December 31, 1985. The grandfathered employees and dependents where appropriate will enjoy the benefits of this grandfathering clause until death. All of the applicable contract provisions that were in force in the Agreement for the period from January 1, 1983 to December 31, 1983, shall remain applicable to these grandfathered employees and their dependents where appropriate. These "grandfathered" employees and dependents where appropriate, however, shall be placed in a separate "pool" for purposes of group insurance coverage.

2. "Grandfather" Clause for Active Employees Who Have Both Remained Continuously Employed From at least August 10, 1984 (including seasonal employees covered under Section B above) and Retired While Eligible For and Actually Receiving Fringe Benefits: Any future retiree who was continuously employed by the School District from August 10, 1984 or any date prior to August 10, 1984, until the date of retirement and who is eligible for and actually receiving fringe benefits at the time of retirement shall be "grandfathered" into the levels of coverage and premium contribution by the School District as specified hereinafter. Within this group of "grandfathered" employees is included seasonal employees who have benefit coverage under Section B above. The levels of coverage and School District

contribution towards the cost of premiums shall be as follows:

A. The same as received by active employees under Section A of this Article. Any and all eligibility and proration language of this Agreement shall also apply.

B. In addition, the School District shall reimburse employees who retired prior to January 1, 2002 and who are covered under this Subsection for a portion of the 20% co-payment required under the applicable insurance coverage. For those future retirees covered under this subsection who have single coverage, the District shall reimburse up to the sum of \$200. For future retirees eligible under this subsection who have family coverage, the District shall reimburse up to the sum of \$400. These sums shall be paid at the same time and under the same conditions as any applicable deductibles.

C. For purposes of eligibility for the medical insurance plan, employees covered under this subsection may retire: 1) In accordance with the compulsory retirement age limit; 2) At an earlier age acceptable to the Public Employees Retirement Association (PERA); or 3) Because of a permanent disability. If and when such an employee becomes eligible for Medicare, said supplemental plan to go into effect in conjunction with the Medicare plan. In the event Part A Medicare coverage is not available to the retiree, the Employer agrees to continue coverage for the employee and his dependents where applicable under the same hospital medical benefit plan coverage stipulated in this subsection.

3. Future Retirees Hired On or After August 10, 1984: Any employee hired by the District on or after August 10, 1984, who also retires from service to the District shall not be eligible for any contribution from the District toward the cost of any insurance plans upon retirement. While actively employed by the District, such employees hired on or after August 10, 1984, shall have their eligibility for District contribution toward fringe benefits determined by the provisions of this Agreement. Employees who were hired after August 10, 1984, shall be allowed to stay in the group health plan, upon their retirement, provided they pay the premiums for said coverage.

Section D: HEALTH CARE SAVINGS PLAN

District's contribution grid for each employee's Minnesota State Retirement System's Health Care Savings Plan.

<b>SCHEDULE A</b>		<b>SCHEDULE B</b>	
30 hours/week or over employees		Less than 30 hours/week employees	
Years of Service	Annual Contribution	Years of Service	Annual Contribution
1 - 4	\$ 0	1 - 4	\$ 0
5 - 9	\$ 200	5 - 9	\$ 100
10-14	\$ 400	10-14	\$ 200
15-19	\$ 600	15-19	\$ 300
20-24	\$ 800	20-24	\$ 400
25+	\$1,000	25+	\$ 500

Employees hired BEFORE 07/01/2007

The district's annual contribution to each employee's HCSP shall be based on the schedules above. Schedule A will be used for employees working 30 or more hours per week and Schedule B for employees working less than 30 hours per week. The maximum lifetime employer paid contribution entitlement is calculated by multiplying the employee's daily rate of pay on June 30, 2009 based on the

2008-09 wage schedule times 65 days (\$9,000 minimum lifetime employer paid contribution for employees working 30 hours or more per week or \$3,000 minimum lifetime employer paid contribution for employees working less than 30 hours per week) providing the employee retires from the district with 10 years continuous service with the district and 55 years of age or older. *Catch-up provision:* Up to five years prior to retirement, the employee has the option to receive their remaining entitlement in equal annual installments into their HCSP up until their retirement date. The calculation above (65 days, etc) shall be used for all qualified retiring employees upon notification of retirement. The employee may state their intent to retire in writing prior to April 15<sup>th</sup> to receive this benefit. Any previous contributions by the district to the employee in the form of HCSP or 403(b) shall be subtracted from the maximum entitlement to calculate the remaining contribution installments.

Employees hired AFTER 07/01/2007

Each active member hired after 07/01/2007 is entitled to a contribution into their MSRS Health Care Savings Plan based on the above schedules. Schedule A will be used for employees working 30 or more hours per week and Schedule B for employees working less than 30 hours per week. All contributions cease when employment with the district ends. No minimum entitlement exists. The maximum lifetime employer paid contribution entitlement is \$15,000 for employees working 30 or more hours per week and \$7,500 for employees working less than 30 hours per week.

District Contributions

District contributions shall be made into each employee's Health Care Savings Plan on May 1<sup>st</sup> (or the last business day proceeding May 1<sup>st</sup> if it falls on a weekend) each year.

**ARTICLE XIII**  
**TRANSPORTATION**

Section A:

Buses traveling more than 225 miles in one direction and returning the same day will carry two drivers; and such drivers will receive an allowance of a regular day's wages; namely, regular time for eight (8) hours. On a trip of 200 to 225 miles with one driver, the return will begin at approximately 10:00 p.m. if the return is made on the same day.

Section B:

All requests for transportation will be posted as soon as received and assignments made as early as possible in order to give the drivers more time in which to plan their private and family affairs.

Section C:

Anyone wanting to drive a school bus must furnish and provide their own bus driver's license. Employees presently holding a bus driver's license, which the School District paid for, will be obligated to drive when assigned until that license expires.

Upon completion of one year of employment, the District shall reimburse bus drivers up to \$75 dollars towards their annual physical. Bus drivers shall submit a requisition for reimbursement along with an invoice to the business office.

Section D:

No driver may take an extra curricular bus assignment if the employee will work more than 40 hours Monday through Friday unless no other employee is available to take the assignment. The District shall have the right to assign extra curricular bus runs as necessary.

Section E:

The District has the right to contract for charter services to meet the needs of its students, organizations, and booster clubs in cases where the booster club or organization pays the majority of the trip.

**ARTICLE XIV**  
**DURATION**

The terms and conditions of this Agreement shall remain in full force and effect for a period of July 1, 2015 through June 30, 2017 and from year to year thereafter unless either party gives notice at least thirty (30) days prior to the annual renewal date of a desire to amend or terminate this Agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals:

BOARD OF EDUCATION  
INDEPENDENT SCHOOL DISTRICT  
NO. 706  
VIRGINIA, MINNESOTA

LOCAL UNION NO. 85  
AMERICAN FEDERATION OF STATE, COUNTY  
AND MUNICIPAL EMPLOYEES  
AFL-CIO

By \_\_\_\_\_  
School Board Chair

By \_\_\_\_\_  
Staff Representative

By \_\_\_\_\_  
School Board Clerk

By \_\_\_\_\_  
President of Union

By \_\_\_\_\_  
Witness

By \_\_\_\_\_  
Witness

**VIRGINIA PUBLIC SCHOOLS  
AFSCME LOCAL UNION NO. 85  
HOURLY WAGE SCHEDULE**

		3.00%	2.50%
Fiscal Year	2014-15	2015-16	2016-17
Head Plumber	\$22.83	\$23.51	\$24.10
Lead Custodian/Purchasing Agent (Monthly)	\$5,083.06	\$5,235.55	\$5,366.44
Stock Room Clerk	\$21.66	\$22.31	\$22.87
Handyman	\$20.88	\$21.51	\$22.05
Painter	\$20.88	\$21.51	\$22.05
Engineer	\$20.64	\$21.26	\$21.79
Driver/Handyman	\$20.64	\$21.26	\$21.79
Custodian Engineer	\$20.48	\$21.09	\$21.62
Driver	\$20.32	\$20.93	\$21.45
Auditorium Custodian	\$20.32	\$20.93	\$21.45
Athletic Custodian	\$20.32	\$20.93	\$21.45
Head Janitor	\$20.15	\$20.75	\$21.27
Gang Mower Operator	\$20.03	\$20.63	\$21.15
Janitor/Driver	\$20.03	\$20.63	\$21.15
Utility Crew	\$19.74	\$20.33	\$20.84
Janitor	\$19.74	\$20.33	\$20.84
Cafeteria Helper, Experienced	\$19.12	\$19.69	\$20.18
Cert. Sign Language Interpreter Year 1	\$19.67	\$20.26	\$20.77
Cert. Sign Language Interpreter Year 2	\$20.32	\$20.93	\$21.45
Cert. Sign Language Interpreter Year 3	\$20.96	\$21.59	\$22.13
Para Educator Certified Year 1	\$15.76	\$16.23	\$16.64
Para Educator Certified Year 2	\$16.10	\$16.58	\$17.00
Para Educator Certified Year 3	\$16.49	\$16.98	\$17.41
Para Educator Non-certified Year 1	\$15.39	\$15.85	\$16.25
Para Educator Non-certified Year 2	\$15.70	\$16.17	\$16.58
Para Educator Non-certified Year 3	\$16.07	\$16.55	\$16.97
Ed. Interpreter & Speech Tech. Year 1	\$17.38	\$17.90	\$18.35
Ed. Interpreter & Speech Tech. Year 2	\$17.71	\$18.24	\$18.70
Ed. Interpreter & Speech Tech. Year 3	\$18.19	\$18.74	\$19.21
Secretary-Class 1 @ 90%	\$17.00	\$17.51	\$17.95
Secretary-Class 1 @ 93% (6 months)	\$17.58	\$18.11	\$18.56
Secretary-Class 1 @ 95% (12 months)	\$17.96	\$18.50	\$18.96
Secretary-Class 1 @ 100% (18 months)	\$18.90	\$19.47	\$19.96
Secretary Class 3 @ 86%	\$16.81	\$17.31	\$17.75
Secretary Class 3 @ 89% (6 months)	\$17.38	\$17.90	\$18.35
Secretary Class 3 @ 93% (12 months)	\$18.17	\$18.72	\$19.19
Secretary Class 3 @ 100% (18 months)	\$19.55	\$20.14	\$20.64
Certified Occ. Therapist Assistant Year 1	\$19.84	\$20.44	\$20.95
Certified Occ. Therapist Assistant Year 2	\$20.20	\$20.81	\$21.33
Certified Occ. Therapist Assistant Year 3	\$20.55	\$21.17	\$21.70
Licensed Practical Nurse Year 1	\$19.84	\$20.44	\$20.95
Licensed Practical Nurse Year 2	\$20.20	\$20.81	\$21.33
Licensed Practical Nurse Year 3	\$20.55	\$21.17	\$21.70

Para Educator Braille Non-Cert Year 1	\$16.99	\$17.50	\$17.94
Para Educator Braille Non-Cert Year 2	\$17.63	\$18.16	\$18.61
Para Educator Braille Non-Cert Year 3	\$18.26	\$18.81	\$19.28
Para Educator Braille Cert Year 1	\$17.44	\$17.96	\$18.41
Para Educator Braille Cert Year 2	\$18.07	\$18.61	\$19.08
Para Educator Braille Cert Year 3	\$18.73	\$19.29	\$19.77
Media Aide Year 1	\$15.39	\$15.85	\$16.25
Media Aide Year 2	\$15.70	\$16.17	\$16.58
Media Aide Year 3	\$16.07	\$16.55	\$16.97
Para Substitute Rate of Pay with TOC	\$16.07	\$16.55	\$16.97

### **POST 1988-89 CLASSIFICATIONS**

The following shall be applicable to maintenance classification, bus driving classification, and dietary classification employees hired after the 1988-89 contract agreement:

During the 90 day probation, the employee will receive 90% of classification base rate. After completing of the 90 day probationary period, the employee's rate of pay will be 100% of the applicable classification base rate.

Seasonal employees will continue their seniority accrual toward the pay increment steps during summer break or school vacation days.

The following stipulation shall be applicable only toward speech clinician's classification:

The Employer shall have the right to place an employee hired as speech clinician after the signing of the 1988-89 contract at a higher than the beginning pay step, providing said employee is not placed on a higher step than the lowest paid speech clinician covered by the bargaining unit at that time.

## LETTER OF AGREEMENT

The Virginia School District and Local Union #85 agree to a Letter of Agreement that will cover the situation regarding any District that may dissolve pursuant to dissolution and resulting attachment to I.S.D. 706. This Agreement will provide that Local Union #85 and the School Board will meet to discuss the possible change in the Master Agreement to protect Local Union #85 members from being displaced.

FOR THE SCHOOL BOARD:

FOR LOCAL UNION #85:

### **SPECIAL PROVISIONS ISSUES RESOLVED VIA MEMORANDUMS OF UNDERSTANDINGS BETWEEN ISD #706 & AFSCME LOCAL 85**

1. **PAY FOR SUBSTITUTES IN CERTIFIED POSITIONS**

The parties have agreed that substitutes, who are not themselves certified, and who replace certified employees; i.e. certified interpreter; COTA; shall be paid at the educational interpreter/speech technician rate of pay.

2. **SPECIAL TERMS AND CONDITIONS FOR LEAD CUSTODIAN/PURCHASING AGENT POSITION:**

In lieu of overtime compensation, the position shall have set hours of work established by the District, and will allow for flex time off with prior approval from the District, with no deduction required from sick leave or vacation banks.

The position will also be afforded enrollment in a 403-B plan that includes an annual matching contribution (2001 level = \$900) along with a lifetime maximum (2001 level = \$12,650). These levels are to remain consistent with the school principal's levels of contribution for the term of the position.

3. **NEW BARGAINING UNIT POSITIONS OR CHANGES IN WAGES:**

The pay scale attached to this Agreement shall apply for all classifications represented by AFSCME Local 85. If any new position(s) are added to the Agreement after the date of ratification, the parties agree to negotiate on an hourly rate of pay prior to placement of any employee in the new classification. If due to reasons of recruitment or retainment the District determines a need to modify the hourly rate from any position covered by this collective bargaining agreement, they shall first notify the Union and schedule a meeting to discuss and finalize said improvements prior to implementation. Other employees in the effected classification shall be subject to any such changes but shall not suffer a reduction in pay.

*APPENDIX "A"*

*AMERICAN FEDERATION OF*  
**STATE, COUNTY & MUNICIPAL EMPLOYEES**  
*AFL-CIO*

*MINNESOTA COUNCIL NO.65*

118 CENTRAL AVENUE • NASHWAUK, MINNESOTA 55789  
PHONE (218) 885-3242 • FAX (218) 885-3245 • TOLL FREE 1-888-474-3242

August 2, 2002

Ms. Patricia Phillips  
Superintendent of Schools  
Independent District #706  
411 Fifth Avenue South  
Virginia, MN 55792

RE: BUMPING CRITERIA FOR FULL TIME EMPLOYEES AFSCME LOCAL 85

Dear Ms. Phillips:

As per the discussion at the meeting held on June 19 in your office the parties hereby agree to add this memorandum of understanding to the AFSCME labor agreement regarding the criteria that is necessary to precipitate a bump within full time bargaining unit positions:

1. A reduction or elimination of bargaining unit position(s) (full-time)
2. A reduction in hours of work
3. A reduction in the rate of pay
4. A change in building assignment (the parties agree that the District has three (3) building sites (James Madison; Parkview; & Secondary Complex)
5. A permanent change in the hours of work from the posted position's hours
6. A change in the posted position's scheduled days
7. A change in the posted position's minimum qualifications, by adding requirements related to licensure or certification i.e. (CDL boiler's license; swimming pool license; etc.)

If any of these conditions are met, the effected employee shall be entitled to bump a junior employee in a position where the effected employee has seniority rights and the qualifications to perform the duties of the position. These criteria shall apply only to the full time AFSCME bargaining unit positions. The effected employee shall have ten (10) working days from the date of formal notification from the District regarding any of the above listed changes to designate to his/her immediate supervisor the position into which they have chosen to bump.

The parties may agree to hold a "bump day" to expedite the process if they agree that the bumping will cause a succession of bumps and take an inordinate amount of time to complete the process.

On behalf of the Union,

On behalf of the District,

Steve Giorgi  
AFSCME Business Agent

Patricia Phillips  
Superintendent

*The Union For Public Employees*

School Board Approved  
September 28, 2015

*APPENDIX “B”*

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**VIRGINIA PUBLIC SCHOOLS**

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• 411 South Fifth Avenue, Virginia, Minnesota 55792 • (218) 742-3901 • Fax (218) 742-3960 •

• **OFFICE OF THE SUPERINTENDENT** •

*Deron Stender, Superintendent*

*dstender@vmps.org*

MEMORANDUM OF UNDERSTANDING

**The Union and ISD 706 agree to meet to formulate a policy on paraprofessional reassignment for reasons other than loss of position or disciplinary action. The committee shall consist of one parent of a child in special education, one teacher, one case manager, one paraprofessional, a representative from AFSCME Council 65, a principal of the District, the Superintendent of the District, and a member of the School Board. The selection of the parent, teacher, and case manager shall be by mutual consent.**

**The committee will draft a policy on paraprofessional reassignment and create a structure for handling complaints against paraprofessionals or their work. The committee shall complete its work and present its recommendation to the School Board and AFSCME Bargaining Unit no later than March 31, 2016.**

**The parties understand this issue or recommendations by the committee must be ratified by both parties.**

**If ratified, this policy shall be attached to the contract.**

*APPENDIX “C”*

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**VIRGINIA PUBLIC SCHOOLS**

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• 411 South Fifth Avenue, Virginia, Minnesota 55792 • (218) 742-3901 • Fax (218) 742-3960 •

• **OFFICE OF THE SUPERINTENDENT** •

*Deron Stender, Superintendent*

*dstender@vmps.org*

MEMORANDUM OF UNDERSTANDING

**Choice Day for 2015 will occur after the 2015-2017 contract has been ratified by both parties and shall be held in accordance with the new contract language contained in Article 8.**