AGREEMENT

between

INDEPENDENT SCHOOL DISTRICT NO. 879
Delano, Minnesota

and

SERVICE EMPLOYEES INTERNATIONAL UNION,
LOCAL 284

covering

ADMINISTRATIVE ASSISTANTS GROUP
of the School District

Effective Dates: July 1, 2016 through June 30, 2018

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ARTICLE I

PURPOSE

Section 1. Parties: THIS AGREEMENT is entered into between Independent School District No. 879, Delano, Minnesota, hereinafter referred to as the School District, and the Service Employees International Union, Local 284, hereinafter referred to as the 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 Administrative 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 School District recognizes Service Employees International Union, Local 284 as the exclusive representative for Administrative Assistants employed by the School 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 such employees of the district contained in the appropriate unit as defined in Article III, Section 2 of this agreement and the P.E.L.R.A. and in certification by the Director of Mediation Services, if any.

ARTICLE III

DEFINITIONS

Section 1. 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, and the employer's personnel policies affecting the working conditions of the employees.

Section 2. Description of Appropriate Unit: For purposes of this Agreement, the term Administrative Assistants Group 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% of the normal work week in the employees bargaining unit, employees who hold positions of a temporary or seasonal character for a period not in excess of 67 working days in

any calendar year and emergency employees. (Note: The Superintendent's secretary is considered a confidential employee.)

Section 3. School District: For purposes of administering this Agreement, the term "School District" shall mean the School Board or its designated representative.

Section 4. Definition of Full-Time Employee: The term "Full-Time Employee" for the purposes of this Agreement shall mean a School District employee who works one hundred and eighty-five (185) days or more per year and at least twenty-five (25) hours per week, less those holidays or vacations identified in other sections of this agreement.

Section 5. Other Terms: Terms not defined in this Agreement shall have those meanings as defined by the P.E.L.R.A.

ARTICLE IV

SCHOOL BOARD RIGHTS

Section 1. Inherent Managerial Rights: The exclusive representative recognizes that the school district is not required to meet and negotiate on matters of inherent managerial policy, which include, but are not limited to, such areas as:

1. To direct all operations of the school system.
2. To establish reasonable work rules, regulations and schedules of work.
3. To hire, promote, transfer, schedule, assign and determine the qualifications of employees in positions with the school system.
4. To suspend, discharge and take other disciplinary action against employees for cause.
5. To create, revise or eliminate positions depending on the needs of the school district or any other legitimate reason.
6. To maintain efficiency of school system operations and to operate the schools in a manner most economical to the taxpayers of the school district.
7. To introduce new or improved methods of facilities or to change existing methods of facilities.
8. To determine the kinds and amounts of services to be performed as pertains to school system operations and the number and kinds of positions and job classifications to perform such services.
9. To determine the methods, means and personnel by which school system operations are to be conducted.
10. To take whatever reasonable action is necessary to carry out the functions of the school system in situations of emergency.
11. To develop and implement evaluations and accountability procedures applicable to all job functions and employees.

Section 2. Management Responsibilities: The representative group recognizes the right and obligation of the school board to efficiently manage and conduct the operation of the school district within its legal limitations and with its primary obligation to provide educational opportunity for the students of the school district.

Section 3. Effect of Laws, Rules and Regulations: The representative group recognizes that all employees covered by this Agreement shall perform the services prescribed by the school board and shall be governed by the laws of the State of Minnesota, and by school board rules, regulations, directives and orders, issued by properly designated officials of the school district. The representative group also recognizes the right, obligation and duty of the school board and its duly designated officials to promulgate rules, regulations, directives and orders from time to time as deemed necessary by the school board insofar as such rules, regulations, directives and orders are not inconsistent with the terms of this Agreement. The representative group also recognizes that the school board, all employees covered by this Agreement, and all provisions of this Agreement are subject to the laws of the State of Minnesota, Federal laws, rules and regulations of the State Board of Education, and valid rules, regulations and orders of State and governmental agencies. Any provision of this Agreement found to be in violation of 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 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 the Agreement are reserved to the school 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 employee or 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, so long as the same is not designed 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 for employees of such unit with the school district.

Section 3. Dues Check Off: With the authorization of the employee, each employee shall have the right to request and be allowed dues check off for the Union. The employee request shall be in the

form of a written authorization, online sign-up, or audio-recorded phone authorization submitted to the Union. The Union shall provide the District with the appropriate form of authorization (examples of appropriate form are: paper, electronic file, audio file) for dues/premier member dues deduction. The School District agrees to honor and implement all the terms of dues check off authorizations submitted by the Union and agreed to by the employee. The School District shall adhere to the specific provisions in each dues check-off authorization regarding the duration, renewal, procedure for revocation, amount of dues deducted (including premier member), and all other provisions agreed to by the employee as stated in the authorization. Such dues shall be remitted to the Union monthly.

ARTICLE VI

HOURS OF SERVICE AND DUTY YEAR

Section 1. Basic Work Week: The regular work week, exclusive of lunch, shall be prescribed by the school district each year for regular employees.

Section 2. Basic Work Year: The regular work year shall be prescribed by the school district each year for regular employees.

Section 3. Part-time Employees: The School District reserves the right to employ such personnel as it deems desirable or necessary on a part-time or casual basis.

Section 4. Shifts and Starting Time: All employees will be assigned starting time and shifts as determined by the School District.

Section 5. Lunch Period: Employees shall be provided a duty-free lunch period of 30 minutes.

Section 6. School Closing: In the event that school is closed for any reason and the employees are not required to perform services, the employees' compensation shall be reduced accordingly.

ARTICLE VII

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, 2016, to June 30, 2018.

Subd. 2. During the duration of this Agreement advancement on any salary schedule shall be subject to the terms of this Agreement. In the event a successor Agreement is not entered into

prior to the expiration of this Agreement, an employee shall be compensated according to the current rate until a successor Agreement is entered into.

Subd. 3. An individual employee's salary advancement is subject to the right of the school district to withhold salary increases for good and sufficient grounds. An action withholding a salary increase shall be subject to the grievance procedure.

Section 2. Basis of Payment: Employees shall be paid on the basis of a scheduled periodic time-card with a five minute tolerance per week which shall be verified by the school district.

Section 3. Overtime: Compensation shall be provided to any employee in the group who works more than eight (8) hours/day or forty (40) hours/week. Compensation will be at the rate of 1.5 hours per every hour worked. The district will retain the ability to assign overtime and whether that time will be paid or offered as compensatory time (Comp Time). An employee may have the option of electing to take compensatory time off at such time as is agreeable between the employee and the School District, but to be used before June 30th of the respective school year.

Section 4. Graduation Sunday: If a specific employee from this unit is required to work on Graduation Sunday, twice the hourly rate will be paid.

ARTICLE VIII

PAID HOLIDAYS

Section 1. Paid Holidays: Employees covered under this agreement shall be granted the following 9 paid holidays: Thanksgiving Day, Friday after Thanksgiving, Christmas Eve Day, Christmas Day, New Year's Eve Day, New Year's Day, Good Friday, Memorial Day and Labor Day. A tenth (10) paid holiday, 4th of July shall be granted to the Community Education Administrative Assistant.

Section 2. Weekends: Holidays that fall on weekends will be observed on a day established by the School District.

Section 3. School in Session: 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. A legal holiday or holidays which fall within an employee's vacation period shall not be counted as a vacation day.

Section 4. Payment for Holidays: For pay purposes, the employee shall be paid for a holiday equivalent in length to that to which he/she has been assigned, not to exceed eight (8) hours per day.

ARTICLE IX

GROUP INSURANCE

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

Section 2. Health and Hospitalization Insurance: The School District shall contribute a sum not to exceed $18,000 per annum in 2016-2017 and $19,000 per annum in 2017-2018 toward the premium for group VEBA medical and hospitalization insurance coverage for each full-time employee of the School District who qualifies for and is enrolled in the School District group health and hospitalization plan and his/her dependents, if applicable. Any additional costs of the premiums shall be borne by the employee and paid by payroll deduction. Employees who work 30 hours or more per week and choose to waive health insurance coverage will receive an additional $2.05/hour in 2016-2017 and $2.05/hour in 2017-2018. Employees working at least 20 hours per week, but less than 30 hours per week, will receive $.60/hour for the insurance waiver.

Section 3. Claims Against the School District: It is understood that the School 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 School District as a result of a denial of insurance benefits by an insurance carrier.

Section 4. Eligibility: Benefits provided in this Article are designed for full-time personnel (8 hours/day, 185 minimum). Employees who qualify for health insurance but do not work full-time shall receive this benefit on a prorated basis.

Section 5. Duration of Insurance Contributions: An employee is eligible for School District contribution as provided in this Article as long as the employee is employed by the School District. Upon termination of employment, all District contribution shall cease except as noted in Article 9, Section 6.

Section 6. Continuation of Coverage. Upon retirement, employees shall have the right to continue to participate in the existing group health and hospitalization insurance program until eligible for Medicare.

The school district shall pay the premium cost of single coverage, 100% or contribute toward dependent coverage at the same rate as for active employees and with a cap of $30,000 for all current employees, if the employee has single or dependent coverage at the time of retirement. All new employees hired on or after July 1, 2000, are not eligible. The School District's obligation to make any contribution toward the cost of the premium for group health and hospitalization insurance will cease as soon as the employee becomes eligible for Medicare. Within three months after the date the employee becomes eligible for Medicare, the District will pay to the State of Minnesota's Health Care Savings Plan (HCSP) administered by the Minnesota State Retirement System (MSRS) an amount

that is equal to the difference between $30,000 and the total amount that the District contributed toward the cost of the premiums for retiree health insurance before the employee became eligible for Medicare. The District's total contribution toward all post-employment insurance premiums and the Minnesota Post-Retirement Health Care Plan shall not exceed $30,000 for any employee under any circumstance.

Section 7. Life Insurance: The school district shall contribute the monthly premium toward $65,000 of term life insurance for each eligible administrative assistant.

Section 8. LTD Insurance: The school district shall provide a long-term disability insurance plan for each eligible administrative assistant, which will provide a benefit of 66 2/3% of the administrative assistants' regular monthly compensation, with a waiting period of not more than 60 calendar days after the date of disability.

Section 9. 403b Matching Annuity. Beginning July 1, 2002, the district will contribute an amount equal to the employee's monthly contribution (pro-rated for part-time employees based on Article III, Section 4. Definition of full-time employee) up to $500 per year for employees who have completed two (2) years of service in the Delano Public Schools and $850 per year for employees who have completed five (5) full years of service in the Delano Public Schools and $1,500 per year for employees who have completed nine (9) full years of service in the Delano Public Schools, with a life-time contribution of $20,000.

ARTICLE X

LEAVE OF ABSENCE

Section 1. Sick Leave:

Subd. 1. Employee shall earn sick leave at the rate of one day for each month of service in the employ of the School District, per year. Annual sick leave shall accrue monthly as it is earned on a proportionate basis to the employee's work year and shall accrue up to a maximum of ten (10) days per annum for Administrative Assistants working less than 210 days per year and Administrative Assistants working 210 days or more a year shall accrue up to a maximum of eleven (11) days per annum.

Subd. 2. There shall be a limitation on accumulated sick leave allowance of 120 days per employee.

Subd. 3. Sick leave with pay shall be allowed whenever an employee's absence is found to have been due to illness which prevented his/her attendance and performance of duties on that day or days. Sick leave with pay shall not be taken in increments of less than one-quarter day.

Subd. 4. The School District may require an employee to furnish a medical certificate from a qualified physician as evidence of illness, indicating such absence was due to illness, in order to

qualify for sick leave pay. However, the final determination as to the eligibility of an employee for sick leave is reserved to the School District. In the event that a medical certificate will be required, the employee will be so advised.

Subd. 5. Sick Leave Day Length: For pay purposes, the employee shall be paid for a sick leave day equivalent in length to that to which he/she has been assigned not to exceed eight (8) hours per day.

Section 2. Worker's Compensation: Pursuant to M.S. Chapter 176, an employee injured on the job in the service of the school district and collecting worker's compensation insurance, may draw sick leave and receive full salary from the school district, the salary to be reduced by an amount equal to the insurance payments and only that fraction of the days not covered by insurance will be deducted from accrued sick leave.

Section 3. Family Critical Illness: Three days of sick leave per year shall be granted for the critical illness of the employee's spouse, child, parent, brother, sister, mother-in-law or father-in-law. Additional days shall be granted without pay. Federal and State rules which provide benefits in excess of those listed in this Article shall prevail.

Section 4. Bereavement: Bereavement leave with pay for a death in the immediate family, which includes stepparents (for this section only) shall be granted up to a total of five (5) days per incident. Bereavement leave with pay for deaths of brother-in-law, sister-in-law, daughter-in-law, son-in-law, shall be granted up to a total of three (3) days per incident. Bereavement leave with pay for deaths of an aunt, uncle, niece, nephew or spouse's grandparent shall be granted one (1) day per incident. In exceptional cases, bereavement leave not covered in those cases mentioned above may be approved by the building principal and deducted from sick leave.

Section 5. Personal Leave:

Subd. 1. Personal business leave shall be earned at the rate of two (2) days annually at full salary, non-accumulative. Such leave shall be granted only for important personal business, which cannot be attended to during non-duty hours.

Subd. 2. Personal business leave shall not be granted for any of the following:

a) First or last day of school (pupil contact day);

b) The day preceding or the day following a scheduled school vacation period;

Subd. 3. Employees with five (5) or more years of experience in the district shall earn one (1) additional personal leave day.

Section 6. Medical Leave:

Subd. 1. An employee, who has completed the initial probationary period, who is unable to perform duties because of illness or injury and who has exhausted all sick leave credit available, or has become eligible for long term disability compensation, may, upon request, be granted a medical leave of absence, without pay, up to six (6) months. This leave may be renewed at the discretion of the school district.

Subd. 2. A request for leave of absence, or renewal thereof, under this section shall be accompanied by a written doctor's statement outlining the condition of health and estimated time at which the employee is expected to be able to assume normal responsibilities.

Section 7. Jury Duty: Employees involuntarily called and selected for jury duty shall receive their regular compensation for their employment, less the amount received by them as jurors, exclusive of mileage.

Section 8. Unpaid Leave: An employee shall be granted up to five days unpaid leave if approved by the employee's immediate supervisor. Only one employee may be on this leave at any time.

Section 9. Insurance Application: An employee on unpaid leave is eligible to continue to participate in group insurance programs if permitted under the insurance policy provisions. The employee shall pay the entire premium for such insurance commencing with the beginning of the leave, and shall pay to the school district the monthly premium in advance.

Section 10. Credit: An employee who returns from an unpaid leave shall retain experience credit for pay purposes and other benefits which had accrued at the time leave commenced. No credit shall accrue for the period of time that an employee was on an unpaid leave.

Section 11. Eligibility: Employees shall be eligible for leave day benefits provided in this Article equivalent in length to that to which he/she has been assigned not to exceed eight (8) hours per day.

ARTICLE XI

DISCIPLINE DISCHARGE AND PROBATIONARY PERIOD/VACANCIES

Section 1. Probationary Period: An employee under the provisions of this Agreement shall serve a probationary period of six (6) months of continuous service in the school district during which time the school district shall have the unqualified right to suspend without pay, discharge or otherwise discipline such employee; and during this probationary period, the employee shall have no recourse to the grievance procedure, insofar as suspension, discharge or other discipline is concerned. However, a probationary employee shall have the right to bring a grievance on any other provisions of the contract alleged to have been violated.

Section 2. Probationary Period; Change of Classification: In addition to the initial probationary period an employee transferred or promoted to a different classification shall serve a new probationary period of three (3) calendar months in any such new classification. During this three (3) month probationary period, if it is determined by the school district that the employee's performance in the new classification is unsatisfactory, the school district shall have the right to reassign the employee to the former classification.

Section 3. Completion of Probationary Period: An employee who has completed the probationary period may be suspended without pay or discharged only for cause. An employee who has completed the probationary period and is suspended without pay or discharged shall have access to the grievance procedure.

Section 4. Seniority Date: Employees shall acquire seniority upon completion of the probationary period as defined in this Agreement and, upon acquiring seniority, the seniority date shall relate back to the first date of continuous service in a position governed by this agreement. If more than one employee commences work on the same date, seniority ranking for such employees shall be determined by the school district.

Section 5. Vacancies: All vacancies for full time positions will be posted for ten (10) working days. It is the responsibility of the secretarial steward to send a copy of the posting to the union office.

ARTICLE XII

REDUCTION IN FORCE

The parties recognize the principle of seniority in the application of this Agreement, within classification, concerning reduction in force, provided the employee is fully qualified to perform the duties and responsibilities of the position. An employee on layoff shall retain seniority and right to recall, within classification, in seniority order for a period of twelve (12) months after the date of the layoff.

ARTICLE XIII

MISCELLANEOUS

Section 1. Training: The district shall allow up to eight (8) hours paid time for an employee to take classes or training pertinent to her/his position at the employee's then-current rate of pay. The employer shall also pay the course fees for training classes pertinent to the employee's position if required by the district.

Section 2. Union Leave: Where applicable, employees shall be granted a leave of absence for purposes of Union business in accordance with M.S. 179A.07, Subd. 6.

ARTICLE XIV

GRIEVANCE PROCEDURE

Section 1. Grievance Definition: A "grievance" shall mean an allegation by an employee within the bargaining unit resulting in a dispute or disagreement between the employee and the school 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, supervisor, 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 behalf in accordance with State Statutes.

Section 3. Definitions and Interpretations:

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

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

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 holiday, in which event the period runs until the end of the next day which is not a Saturday, a Sunday, or a 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 school board's designee, setting forth the facts and the specific provision of the Agreement allegedly violated and the particular relief sought within 20 days after the date the event giving rise to the grievance occurred, or the employee should have had reasonable knowledge thereof. Failure to file any grievance within such periods shall be deemed a waiver thereof. Failure to appeal a grievance from one level to another within the time periods hereinafter provided shall constitute a waiver of the grievance. An effort shall first be made to adjust an alleged grievance informally between the employee and the school board's designee.

Section 5. Designation of Board Representative: It shall be the duty of the school district to post notice and inform the union of the school board representative designated to handle grievances at any particular level. If the school district fails to post such notice and inform the union, the employee may serve any notices required by the grievance procedure on the superintendent or his designee.

Section 6. Adjustment of Grievance: The school board and/or its designee and the employee or his representative shall attempt to adjust all grievances which may arise during the course of employment of any employee within the school district in the following manner:

Subd. 1. Level I: If the grievance is not resolved through informal discussions between the employee and his supervisor, the supervisor shall give a written decision on the grievance to the parties involved within ten 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 by the employee or his representative, provided such appeal is made in writing within ten days after receipt of the decision at Level I. If a grievance is properly appealed to the superintendent, the superintendent or his designee shall set a time to meet regarding the grievance within ten days after receipt of the appeal. Within ten days after the meeting, the superintendent or his 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 ten days after receipt of the decision at Level II. If a grievance is properly appealed to the school board, the school board shall set a time to hear the grievance within fifteen days after receipt of the appeal. The date and time will be designated. Within fifteen 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 7. School Board Review: The school board reserves the right to review any decision issued under Level I or Level II of this procedure provided the school board or its representative notify the parties of its intention to review within fifteen days after the decision has been rendered. In the event the school board reviews a grievance under this Section, the school board reserves the right to affirm, reverse or modify such decision.

Section 8. Denial of Grievance: Failure by the school board or its representative to issue a decision within the time periods provided herein including observance of dates and time of meetings shall constitute a denial of the grievance and the employee may appeal it to the next level.

Section 9. Arbitration Procedures: In the event that the employee and the school board are unable to resolve any grievance, the grievance may be submitted to arbitration as defined herein:

Subd. 1. Request: A request to submit a grievance to arbitration must be in writing signed by the exclusive representative, and such request must be filed in the office of the Superintendent within fifteen 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 fifteen 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 State Bureau of Mediation Services (BMS) to submit a list of arbitrators provided such request is made within fifteen days after request for arbitration. The school district and the union shall select an arbitrator from such list by alternately striking names from such list until only one name remains. The person remaining shall be the arbitrator. If the parties cannot agree on who shall strike from the list first, it shall be determined by a toss of a coin. Failure to agree upon an arbitrator or the failure to request a list of arbitrators from the BMS within the time periods provided herein shall constitute a waiver of the grievance.

Subd. 4. 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 de novo.

Subd. 5. Decision: The decision by the arbitrator shall be rendered within thirty days after the close of the hearing. Decisions by the arbitrator in cases properly before him shall be final and binding upon the parties, subject, however, to the limitations provided by the P.E.L.R.A., as amended.

Subd. 6. 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 but the cost of any court reporter requested and the cost of any transcript or copy thereof shall be at the expense of the party requesting any one of them. The parties shall share equally fees and expenses of the arbitrator, and any other expenses which the parties mutually agree in writing are necessary for the conduct of the arbitration.

Subd. 7. Jurisdiction: The arbitrator shall only have jurisdiction over disputes or disagreements relating to grievances properly before the arbitrator and only pursuant to the terms of this procedure, the terms of this Agreement and the provisions of P.E.L.R.A., as amended. This 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.

Subd. 8. Election of Remedies and Waiver: A party instituting any action, proceeding or complaint in a federal or state court of law, or before an administrative tribunal, federal agency, state agency, or seeking relief through any statutory process for which relief may be granted, the subject matter of which may constitute a grievance under this Agreement, shall immediately

thereupon waive any and all rights to pursue a grievance under this Article. Upon instituting proceedings in another forum as outlined herein, the employee shall waive his/her right to initiate a grievance or receive an arbitration decision pursuant to this Article or, if the grievance is pending in the grievance procedure, the right to pursue it further or receive a decision shall be immediately waived. This section shall not apply to actions to compel arbitration as provided in this Agreement or to enforce the award of an arbitrator.

ARTICLE 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 school is of paramount importance.

The exclusive representative agrees, therefore, that during the term of this contract, neither the exclusive representative nor any individual employee shall engage in any strike. For purposes of this section, the term strike shall mean concerted action in failing to report for duty, the willful absence from one's position, sympathy strike, the stoppage of work, slowdown, or the abstinence in whole or in part from the full, faithful and proper performance of the duties of employment for the purposes of inducing, influencing or coercing a change in the conditions or compensation or the rights, privileges, or obligations of employment. The parties agree that this Article shall not be subject to the grievance or arbitration procedure but is enforceable in the Courts.

ARTICLE XV

DURATION

Section 1. Term and Reopening Negotiations: This agreement shall remain in full force and effect for a period commencing on its date of execution, through June 30, 2018, and thereafter as provided by 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 120 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 school district and the exclusive representative representing employees. The provisions herein relating to terms and conditions of employment supersede any and all prior Agreements, resolutions, practices, school district policies, rules or regulations concerning terms and conditions of employment

inconsistent with these provisions. Nothing in this agreement shall be construed to obligate the school district to continue or discontinue existing or past practices, or prohibit the school district from exercising all management rights and prerogatives, except insofar as this exercise would be in express violation of any term or terms of this Agreement.

Section 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 negotiation during the term of this Agreement.

Section 4. Severability: The provisions of this Agreement shall be severable, and if any provision thereof or the application of any such provision under any circumstances is held invalid, it shall not affect any other provisions of this Agreement or the application of any provision thereof.

IN WITNESS THEREOF, The parties have executed this Agreement as follows:

For Service Employees International Union, Local 284

(Name of Exclusive Representative)

450 Southview Boulevard
So. St. Paul, MN 55075

Business Agent

Steward

Dated this 25 day of July, 2016

For Ind. School District No.879

700 Elm Avenue East
Delano, MN 55328

Chairman

Clerk

Dated this 25 day of July, 2016

SCHEDULE A

ADMINISTRATIVE ASSISTANTS

	Hourly Rate	
	2016-2017	2017-2018
Step 1	$14.54	$14.91
Step 2	15.10	15.48
Step 3	15.72	16.11
Step 4	16.37	16.78
Step 5	17.08	17.50
Step 6	17.86	18.31
Step 7	18.72	19.18
Step 8	19.51	20.00

Career Increment:

+ $ .55 per hour effective 7/1/16 and $.55 per hour effective 7/1/17 after 5 years employment
+ $ .55 per hour effective 7/1/16 and $.55 per hour effective 7/1/17 after 10 years employment
+ $ .55 per hour effective 7/1/16 and $.55 per hour effective 7/1/17 after 15 years employment
+ $ .55 per hour effective 7/1/16 and $.55 per hour effective 7/1/17 after 20 years employment
+ $ .55 per hour effective 7/1/16 and $.55 per hour effective 7/1/17 after 25 years employment