

SIGN LANGUAGE INTERPRETERS AGREEMENT

2021 – 2023

Between

**St. Cloud Area School District742
St. Cloud, Minnesota**

and

**American Federation of State
County and Municipal Employees
AFL-CIO Local Union #748**

**SIGN LANGUAGE INTERPRETER LABOR AGREEMENT
2021-2023**

**St. Cloud Area School District 742
St. Cloud, Minnesota**

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**ARTICLE I
PURPOSE**

Section 1. Parties. This Agreement is entered into between the School Board of St. Cloud Area School District 742, St. Cloud, Minnesota, hereinafter referred to as the School District, and the American Federation of State, County and Municipal Employees, Council #65, 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 Sign Language Interpreters 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 Council #65, American Federation of State, County and Municipal Employees, as the Exclusive Representative of the Sign Language Interpreters employed by the School District, for 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 the 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. Shall mean 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 for retired employees or severance pay, and the School District's personnel policies affecting the working conditions of the employee but does not mean educational policies of the School District. "Terms and conditions of employment" is subject to PELRA.

Section 2. Description of Appropriate Unit. For purposes of this Agreement, the term "Sign Language Interpreters" 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 fourteen 14 hours per week, or thirty-five percent (35%) of the normal work week in the employees appropriate unit, employees who hold positions of a temporary or seasonal character for a period not in excess of sixty-seven (67) working days in any year, and emergency employees.

Section 3. Start Date. The start date for a new employee shall be the first date of continuous employment in the interpreter's unit.

Section 4. Other Terms. Terms not defined in this Agreement shall have those meaning as defined by P E.L.R.A.

Section 5. School District. For purposes of administering this Agreement, the term "School District" shall mean the School Board or its representatives.

ARTICLE IV SCHOOL DISTRICT 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 of discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, the organizational structure, and the selection, direction and number of personnel.

Section 2 . Management Responsibilities. The Exclusive Representative recognizes the right and obligation of the School District 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 Exclusive Representative recognizes that all employees covered by this Agreement shall perform the services and duties prescribed by the School District and shall be governed by the laws of the State of Minnesota and by School District rules, regulations, directives and orders issued by properly designated officials of the School District. The Exclusive Representative also recognizes the right, obligation, and duty of the School District and its duly designated officials to promulgate rules, regulations, directives and orders from time to time as deemed necessary by the School District insofar as such rules, regulations, directives and orders are not inconsistent with the terms of this Agreement, and recognizes that the School District, all employees covered by this Agreement, and all provisions of this Agreement are subject to State and Federal law. Any provisions of this Agreement found to be in violation of any such laws, rules, regulation directives or orders shall be null and void and without force and effect.

Section 3. Employee Drug and Alcohol Testing. The School District and the Education Interpreters Group have a commitment to provide a drug-free and alcoholfree school environment for all employees and students of District 742. The District and the Education Interpreters Group agree to the terms and conditions which are set forth in School District Policy Number 416, Employee Drug and Alcohol Testing Policy (including Administrative Guidelines on such policy), which was revised by the Board of Education on April 26, 2001. This Board Policy and Administrative Guidelines will allow the District (under the conditions specified in the Policy and/or Guidelines) to require an employee to submit to drug and/or alcohol testing. If there is a change to the Policy/Guidelines that

affects terms and conditions of employment, then the implementation of the Policy/Guidelines will be subject to negotiations.

ARTICLE V EMPLOYEE RIGHTS

Section 1. In recognition of the Union as the Exclusive Representative:

Subd. 1. The Employer shall deduct an amount each pay period sufficient to provide the payment of regular dues and/or other Union approved deductions, established by the Union from the wages of all employees authorizing, in writing, such deduction on a form mutually agreed upon by the Employer and Union; and the deduction of dues shall commence 30 working days after initial employment with the Employer, and

Subd. 2. The Employer shall remit such deductions to AFSCME Council 65 Administrative Office (118 Central Avenue, Nashwauk, MN 55769) with a list of the names of the employees from whose wages deductions were made along with other pertinent employee information necessary for the collection and administration of union dues preferably in an Excel formatted report that may be electronically transmitted or by U.S. mail; and

Subd. 3. The Union shall provide the formula or schedule (if applicable) to calculate the actual dues deduction to the Employer and will provide a spreadsheet that can be used to calculate the actual dues along with any set amount for local assessments, in an electronic Excel format or via U.S. mail.

Section 2. Indemnification. The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders or judgments brought or issued against the Employer as a result of action taken by the Employer under all provisions of this Article.

Section 3. Right to Views. Nothing contained in this Agreement shall be construed to limit, impair or affect the right of any employee or his 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 to and does not interfere with the full, faithful, and proper performance of the duties of employment or circumvent the rights of the union.

Section 4. Personnel Files. Employees upon written request to the supervisor having custody of the personnel files shall have the right to review the contents of his/her own personnel file. Employees shall have the right to reproduce any of the contents of the file at his/her own expense. The employee may submit any information in response to material in the file and such information shall become part of the file. This section is not subject to the grievance procedure.

**ARTICLE VI
HOURS OF SERVICE AND DUTY YEAR**

Section 1. Basic Work Week. The regular work week exclusive of lunch, shall be five consecutive days Monday through Friday.

Section 2. Basic Work Year. The regular work year for employees of this unit shall be prescribed by the School District based on the School Calendar. In addition to the prescribed student contact days, the work year will include the following:

- a. Seven (7) hours of parent-teacher conference time;
- b. 14.5 hours of staff development in-service days; and
- c. Two (2) back to school days which may include open house/goal setting conferences and which may be served in half days at the request of the employee with the approval of the supervisor (totaling 14.5 hours).

Section 3 . Rest Breaks and Lunch Period. Employees will be provided with a fifteen (15) minute break period during every three (3) hours of service. Shifts of four hours or more shall include an unpaid duty-free lunch period not to exceed 30 minutes. Employees working shifts of less than three (3) hours are not eligible for breaks. Rest breaks and lunch periods may be scheduled and adjusted to meet building needs.

Section 4. School Closing. In the event that school is closed for any reason and the School District does not require employees to perform services, the employees' compensation shall be compensated as follows:

Subd. 1. In the event school is closed for a full day, the School Board will have the authority to determine if, how, and when such time will be made up. If makeup time is required by the School Board but is not completed by the employee, the employee's compensation shall be reduced by the number of hours the employee was paid for the closed day. If the School Board does not require make-up time, there shall be no reduction in pay for the day that school was closed.

Subd. 2. If an employee reports to work prior to a full day closing announcement, the employee shall be paid for time worked or two hours of compensation, whichever is greater.

Subd. 3. In the event of a late start, employees are expected to report at the regular time or when conditions permit. Employees may report up to two hours later than their regular report time as needed to accommodate safety or childcare concerns without any accumulative leave or pay deduction. Employees who report after the two-hour late start time will receive the appropriate accumulative leave or pay deduction for time missed.

Subd. 4. If school is closed early and employees are sent home, employees will receive pay for their regularly scheduled shift on that day.

Subd. 5. An employee scheduled for a pre-approved discretionary day on a day of school closing, shall not be charged with the use of a discretionary day.

Subd. 6. An employee scheduled for a pre-approved discretionary day on a day of school closing, shall not be charged with the use of a discretionary day.

Subd. 7. In the event that the School District is closed for a full or partial day, Employees may use accumulative or other paid leave time to make up for any hours lost under this section. If an employee does not have paid leave time available, the employee will receive a pay deduction for the hours lost.

Note: See Memorandum of Understanding Regarding Flexible Learning Days Pursuant to Minn. Stat. §120A.414.

Section 5. Emergency Schedule. In the event of an energy shortage, severe weather, pandemic or other emergency, the School District reserves the right to modify the length of the school day, employee schedules and/or building assignments as the School District shall determine, but with the understanding that the total number of hours per week shall not be increased or decreased for employees available and reporting for work.

Section 6. Summer School. Members of the bargaining unit will be notified of summer school positions by posting and will be hired, if qualified, before considering persons outside of this bargaining unit.

Section 7. Professional Development.

Subd. 1. Staff Development Days. With Supervisor approval, employees of this unit may substitute the required 14.5 hours of staff development under Section 2(b) above with professional development opportunities in their field (See Appendix B).

Subd. 2. Reimbursement. Each employee will receive \$200.00 each school year, plus mileage reimbursement, for all approved professional development fees and expenses.

Subd. 3. Staff Development. Employees who are required to attend professional development sessions outside of their regular scheduled day will be paid for such time at their regular rate of pay.

Subd. 4. License Fees. The School District shall reimburse employees for annual licensing fees up to \$200 upon submission of required documentation to the Executive Director of Student Services.

ARTICLE VII COMPENSATION

Section 1. Rates of Pay.

Subd. 1. New Employees. New employees shall be compensated pursuant to the wage schedules found in the attached Appendix "A".

Subd. 2. Current Employees. All employees shall receive a 5% increase in their hourly rate in 2021-2022 and 5% increase in their hourly rate in 2022-2023.

Subd. 3. Certification. All members of this bargaining unit, working under a provisional certification, must obtain National Certification (RID or NAD), EIPA Certification at a 4.0 level or above, or other Minnesota state recognized certification for continued employment unless the State of Minnesota grants the employee an extension on provisional certification. Proof of Certification for all employees shall be requested annually by the District. If a member obtains certification during the school year, the member will receive retroactive pay back to the date of assessment upon providing a copy of the certification. Members without proof of certification or extension of provisional certification will be subject to termination.

Employees applying for an extension of their provisional certification must provide copies of that application to the Human Resources office of the District by June 15th of that year.

Section 3. Time Records. Employees are responsible to submit accurate time records to the appropriate unit administrator for all hours worked during a pay period according to the required schedule in order to receive pay on scheduled pay dates. Falsification of time records may be cause for discipline up to and including termination

Section 4. Longevity Pay. Beginning July 1, 2018, longevity pay shall be per hour and added to the top step of the appropriate schedule as follows:

<u>Additional Amount Per Hour</u>	<u>2021-2023</u>
After 5 years of continuous service	\$1.00
After 10 years of continuous service	\$1.50
After 15 years of continuous service	\$2.00
After 20 years of continuous service	\$2.50
After 25 years of continuous service	\$3.00

Longevity pay shall be effective on July 1 or January 1 of each year following completion of the prescribed years of continuous service.

Section 5. Overtime.

Subd. 1. Employees will be compensated at the overtime rate of time and one half for all hours worked over 40 hours during the calendar week. For purposes of this paragraph, paid holiday hours will be included in the calculation of hours worked for the week.

Subd. 2. No overtime will be worked without the prior approval of the Executive Director of Student Services or their designee.

Section 6. Job Related Injury. Employees who are injured while on the job and who are authorized by the unit administrator to seek medical attention or respite shall receive full pay for the day of the injury.

Section 7. Requests for Interpreting Services Outside of the Regular Assignment.

Subd. 1. If an interpreter is requested to interpret for students or non-students outside of the regular school day assignment, the rate of pay will be \$35.00 per hour for actual hours worked, or a minimum of one hour. If the interpreting assignment is on a non-contract day, a weekend day, or starts one hour or more outside the regular work-day, the interpreter will be paid for a minimum of two hours. This rate will be paid up to forty (40) hours in a work week and then the overtime rate shall apply.

Subd. 2. If the person in need of interpreting services does not attend an event scheduled pursuant to this section without notifying the Interpreter, the Interpreter shall be paid for a minimum of one (1) hour.

Subd. 3. If an Interpreter attending a required District workshop is required to do interpreting for deaf members in attendance, they will be compensated for those hours at the rate of \$35.00 per hour rather than their regular rate of pay.

Section 8. Summer School and Extended School Year Session. An employee employed during summer school or extended school year session will be covered by this contract and will be paid at their regular rate of pay earned during the regular school year. Employees may not use paid time off balances during summer sessions.

ARTICLE VIII GROUP INSURANCE

Section 1. Selection of Carrier. The selection of the insurance carrier and policy shall be made by the School District after reviewing the recommendations of the Labor Management Committee composed of bargaining group and other employee representatives.

Section 2. Eligibility.

Subd. 1. Eligibility. To be eligible for benefits under this Article, an employee must be regularly employed at least 30 hours per week.

Subd. 2. Determination of Eligibility. An employee's eligibility for participation in insurance benefits under this Article will be based on their assigned schedule during the first month of the school year, or at the time of hire if hired later in the school year. A reduction in hours resulting from a change in an employee's assignment by the School District based on shortage of work or funding, shall not affect the employee's eligibility for insurance contributions from the School District for the remainder of the School Year.

Subd. 3. Ineligible Employees. An employee who is regularly employed less than 30 hours per week shall not be eligible for the benefits of this Article. Upon

termination of employment, an employee is no longer eligible for participation in School District insurance plans effective the last day of the month following the date of termination.

Section 3. Medical Insurance Plan.

Subd. 1. The District will provide group health insurance pursuant to the provisions established below. It is understood that the District's only obligation is to pay such amounts as provided by the plan documents and agreed to herein and no claim will be made against the District as a result of a denial of insurance benefits pursuant to the provisions of the plan.

Subd. 2. Pursuant to the plan documents, the District will provide a high deductible health insurance plan for single and family plans. Plan coverage summaries will be provided to all participating employees.

Subd. 3. HRA Contribution: The district will provide a Health Reimbursement Account for all eligible and participating employees that will be available to fund expenses relating to deductibles or co-pays under the plan. The plan year shall run from October 1 through September 30 of each year and HRA contributions will be funded on October 1 at the levels set forth below:

- 1) The District shall contribute \$1,000 per employee carrying single coverage, and \$2,000 per participating employee carrying dependent coverage.
- 2) New employees starting service after the beginning of the plan year in October will receive an HRA contribution prorated by month based on the month of their first date of service. Substitute or temporary employees will not be eligible for an HRA contribution.
- 3) Employees eligible for Employee Married to Employee (EME) coverage pursuant to Subd. 6., below, will receive an HRA contribution of \$1,500 for each employee if in single coverage plans or \$3,000 to the employee carrying a dependent coverage plan.
- 4) Employees will be allowed to roll over unused HRA dollars year-to-year up to a cap of two times the deductible for the selected single or dependent plan. At no time will an employee have access to HRA dollars in excess of the cap.
- 5) An employee eligible for retirement benefits at the time of separation from the District shall have one year to spend down any balance in the employee's HRA account pursuant to the provisions of the plan.

Subd. 4. Single Coverage. Effective October 1, 2021, the School District shall contribute a sum of not to exceed \$568.00 per month toward the premium for individual coverage for each eligible employee who qualifies for and is enrolled in a School District single group health and hospitalization plan. The district reserves the right to make additional premium contributions for any individual employee to meet the health care affordability requirements of state or federal law.

Subd. 5. Family Coverage. Effective October 1, 2021, the School District shall contribute a sum of not to exceed \$1039.00 per month toward the premium for dependent coverage for each eligible employee who qualifies for and is enrolled in a School District family health and hospitalization plan.

Subd. 6. Employee Married to Employee. For any member of this bargaining group qualifying for health and hospitalization coverage under this Article, whose spouse is also a School District employee qualifying for health and hospitalization coverage, the School District shall contribute a sum not to exceed the premium for two fully paid single insurance plans, or one fully paid dependent insurance plan for employees with eligible dependents, for the full contract year.

Section 4. Dental Insurance. The School District shall contribute a sum of not to exceed \$23.85 per month toward the premium for single coverage, and \$66.70 per month toward the premium for dependent coverage, for each eligible employee who qualifies for and is enrolled in a single or family School District group dental plan.

Section 5. Long Term Disability. The School District shall provide a group long-term disability insurance program and will pay the cost of the premium for each employee eligible for benefits under this Article. The School District will pay up to \$500.00 per month toward the health and hospitalization insurance premium for an employee enrolled in a district health insurance plan and qualifying for long term disability benefits for a period not to exceed 17 months. An employee is not eligible for paid sick leave while receiving long term disability insurance benefits.

Section 6. Life Insurance. The School District shall provide \$50,000.00 in life insurance coverage for each employee eligible for benefits under this article and pursuant to the terms of the School District insurance policy. Employees may purchase additional insurance in units of \$10,000 up to a maximum of \$100,000. Premium payments shall be the responsibility of the employee and made by salary reduction.

Section 7. Insurance Work Year. School District insurance contributions for employees eligible for benefits under this article will be paid from September 1st through August 31st of each year. Employee premium payments and School District premium contributions will be pro-rated over 17 pay periods during the employee's regular work year on a schedule to be determined by the School District.

Subd 1. Starting Date of Insurance.

An employee whose first day of continuous employment with the District begins on or before the 15th day of the month will be eligible for insurance on the first day of continuous employment. The Employee will be responsible for the full employee portion of the premium for that month and the District will be responsible for the full employer contribution for that month.

An employee whose first day of continuous employment with the District begins after the 15th day of the month will be eligible for insurance and District

contributions to premiums on the first day of the following month. An employee wishing to be immediately eligible for insurance coverage on their first day of continuous employment with the District may elect to begin coverage as of their first day of continuous employment and shall be responsible for 50% of the total monthly insurance premium without contribution from the District.

Subd. 2. Summer Insurance Contributions for School Year Employees.

A regular employee who is in active service for at least sixty (60) continuous working days of the school year and is in paid status or on an approved medical leave for an FMLA qualifying event as of the last contract day of the school year, will be eligible for continuing insurance coverage during June, July and August following the school year, with the District and employee making the full scheduled premium contribution for those months.

An employee who terminates employment before the end of the school year (i.e. their last scheduled workday) shall not be eligible for District contributions to insurance premiums during June, July or August, and will be responsible for the full insurance premium if they elect to continue coverage in any insurance plans.

Subd. 3. Insurance Contributions During Unpaid Leave.

Employees who are absent from work and in unpaid status in any month of the school year (September through May) will be responsible for both the District and the Employee contribution toward the monthly insurance premium for any month that they are not in active status for at least ten (10) paid days. Employees that are absent for a qualifying medical event under the Family Medical Leave Act (FMLA), and who are considered an eligible employee under the FMLA, shall receive the District contribution to their health insurance plan during an approved medical leave as required by the FMLA.

Subd. 4. Collection of Employee Share of Premium Contributions.

The employee share of any premium costs will be paid through payroll deduction. Eligible employees who are required to pay any portion of their premium for group insurance benefits other than through payroll deductions, will submit a check payable to the District, pursuant to District procedures and timelines. If payment is not received as required, coverage will terminate at the end of the month. An employee starting after the 15th of the month that elects immediate coverage shall have the option to have the 50% of the total monthly premium prorated over the remaining pay periods that year and paid by payroll deduction or may pay by check.

Subd. 5. Duration of Insurance Contribution.

An employee is eligible for School District contributions as provided in this Article as long as an employee is employed by the School District. Employees whose employment terminates during the school year will be eligible for insurance and district contributions to insurance through the end of the month in which they terminate provided they pay the employee portion of the insurance premium for

that month. Otherwise, the employee's insurance will terminate as of the last day of employment.

Section 8. Claims Against the School District. 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 9. Medical Insurance for Retirees. Employees in this unit who are covered by a School District health and hospitalization plan at the time of retirement may continue in the plan at their own expense up to the age of 65, or longer as provided by Minnesota Law. Premium payments must be received in the Human Resources Office of the School District by the 1st day of the month of coverage.

ARTICLE IX HOLIDAYS

Section 1. Paid Holidays.

Subd. 1. Eligibility. Benefits defined in this Article shall apply to all employees regularly employed at least twenty (20) hours per week. Substitute or temporary employees shall not be eligible for any benefits under this Article.

Subd. 2. Paid Holidays. Employees shall be granted the following paid holidays that occur during their duty year:

1. Labor Day
2. Friday of MEA
3. Thanksgiving Day
4. Martin Luther King Day
5. Spring Break Friday
6. Memorial Day
7. Independence Day (for employees working extended day/summer school assignments)

In addition, employees are entitled to two (2) floating holidays per year which are to be used on non-student contact days unless otherwise approved by the employee's Supervisor, Principal or Director. Floating holidays may not be carried from year to year.

Subd. 3. Weekends. Any holiday that falls during a weekend will be observed on a day established by the School District.

Subd. 4. 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.

Subd. 5. Holidays During Leave. A holiday that falls within a period of approved leave will not be counted as a discretionary or accumulative leave day.

Subd. 6. Application. In order to be eligible for holiday pay, an employee must have worked the regular work day before and the day after the holiday unless on an excused illness or an approved leave that qualifies for holiday pay.

ARTICLE X LEAVES OF ABSENCE

Section 1. Approval. Approval for the use of discretionary or accumulative leave for absences under this Article shall be consistent with the provisions of the leave policies and procedures of the School District. Except in the case of an emergency, it is the responsibility of the employee to notify her/his supervisor of a requested absence at least three days in advance by submitting a written request on the authorized form of the School District. In the case of an emergency, an employee shall contact her/his supervisor as soon as possible to report the reason for her/his absence. An employee who is absent for three continuous days without notice and approval, shall be considered to have voluntarily terminated her/his employment with the School District.

Section 2. Accumulative Leave.

Subd. 1. Eligibility. Benefits defined in this Article shall apply to all employees regularly employed at least fourteen hours per week.

Subd. 2. Accrual. Eligible employees shall earn annual accumulative leave of eleven (11) days per year credited at the beginning of the school year. This amount shall be prorated for mid-year hires. An employee whose service ends prior to the end of a complete school year shall have their final pay deducted for leave days that were used but unearned. Accrual of accumulative leave will be carried over from year to year up to 60 days, and shall be available for leaves under this Article.

Subd. 3. Calculation. A "day" will be calculated and accrued in hours based on the employee's regular daily assignment. For employees with variable daily schedules, their monthly hours of accrual will be based on the average number of hours worked per day based on their regular assignment. Additional hours of work that are not part of an employee's regular assignment, or hours worked for summer school or outside of the regular school year, will not affect the accrual of accumulative leave.

Subd. 4. Deduction. Approved absences under this Article will be deducted from accrued accumulative leave when available or by pay deduction when accumulative leave is not available. The School District shall make deductions from accumulative leave equivalent to the actual time absent to the nearest fifteen (15) minute increment.

Subd. 5. Restricted Unpaid Time-Off. Employees who have exhausted their accumulative leave days will not be authorized for leave with full pay deduction except in unusual or emergency circumstances, and then only with approval from their supervisor and Human Resources or designee. Use of restricted unpaid time off resulting in absenteeism may be grounds for discipline.

Subd. 6. Attendance Incentive. To reduce voluntary absences, each employee who does not use any accumulative leave in a given school year will receive a payment of \$300 following the completion of the school year.

Section 3. Discretionary Leave.

Subd. 1. Discretionary Leave. Employees in this unit will earn seven (7) days of discretionary leave per contract year. Discretionary leave is available for short term absences so long as the employee has accrued accumulative leave available. The use of discretionary day(s) will result in a corresponding reduction in an employee's accumulative leave balance. Discretionary leave will not carry over from year to year.

Subd. 2. Limitations. Discretionary leave during student contact days should be used in a manner that minimizes disruption to student services and programming. The following limitations shall apply to the use of discretionary leave:

- a) Employees may use up to five (5) consecutive discretionary days. The use of more than five (5) consecutive days will result in a 2-for-1 deduction from accumulative leave for each additional day (e.g. six consecutive discretionary leave days = 7 accumulative leave days).
- b) In order to support critical services to students and programs, the School District reserves the right to enforce limits on the number of employees from this unit using discretionary leave per day.

Section 4. Sick Leave.

Subd. 1. Sick Leave shall be allowed by the School District whenever an employee is absent due to illness or injury that prevented his/her attendance and performance of duties on that day.

Subd. 2. Medical Certification. If an employees' absence exceeds two consecutive days or total absences exceed the employees balance of available accumulative leave, the School District may require an employee to furnish a medical certificate from the school health officer or from a qualified physician as evidence of illness or injury, indicating such absence was due to illness, in order to qualify for sick leave pay. If it is determined the absence was not for illness or injury this may result in disciplinary action.

Subd. 3. Illness of a Child. Sick leave may be used for the illness of an employee's child (includes step-child), subject to the provisions of Minn. Stat. y 81 .9413.

Subd. 4. Family Illness Leave. Sick leave may be used for serious illness of an employee's spouse, adult child, parent, step-parent, sibling, grandparent, grandchild (includes step-grandchild), father-in-law, mother-in-law, son-in-law or daughter-in-law. Employees who exceed 5 days of absence for serious illness in the immediate family may be required to furnish a medical certificate indicating that a member of their family had a serious illness.

Subd. 5. Long Term Disability. Employees eligible for long-term disability will not receive sick leave pay beyond 90 calendar days.

Section 5. Bereavement.

Subd. 1. Up to five (5) days of bereavement leave per incident shall be allowed for death in the employee's immediate family. The immediate family includes: spouse, parent, child, grandchild, brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents, spouse's grandparents, uncles, aunts, nephews, nieces, corresponding step-persons, and persons for whom they are legally responsible to make decisions. All absences for bereavement will be deducted from accrued accumulative leave. Bereavement leave for persons outside the immediate family will be counted as discretionary leave and deducted from accrued accumulative leave.

Subd. 2. In the sole discretion of the Superintendent, an employee may be granted additional days of bereavement leave in the case of extreme circumstances.

Section 6. Child Care Leave.

Subd. 1. A child care leave may be granted by the School District, subject to the provisions of this section. Child care leave may be granted for the birth or adoption of a child or children, or because of the need to provide parental care or a child or children of the employee for an extended time.

Subd. 2. Written Request. All requests for child care leave must be submitted in writing thirty (30) days prior to the anticipated commencement of the intended leave. The request will indicate the proposed commencement and termination dates for the intended leave. In the event of an emergency, the School District has the right to waive or adjust the prior notification requirement.

Subd. 3. Commencement of Leave. Leave under this section will commence upon home placement of an adopted child or immediately after disability, or at a

natural break in the school year prior to the birth or home placement of the child, or at such other date mutually agreed upon between the employee and the School District.

Subd. 4. Duration of Leave. In making a determination concerning the duration of a child care leave, the School District shall not, in any event, be required to:

- a) Grant any leave more than twelve (12) months in duration.
- b) Permit the employee to return to his or her employment prior to the date designated in the request for child care leave.
- c) This leave may be extended beyond twelve (12) months by mutual agreement.

Subd. 5. Unpaid Leave. Leave under this section shall be without pay, however, an employee may use any accrued accumulative leave that is available. Insurance benefits may be continued at the option and expense of the employee. If leave qualifies under FMLA the School District insurance premium contributions shall be continued as required by law.

Subd. 6. Return from Leave. An employee returning from child care leave will be returned to his/her previous position or to another comparable position for which he or she is qualified.

Section 7. Family and Medical Leave Act. Pursuant to the Family and Medical Leave Act, PL 103-3, 1993, an eligible employee shall be granted, upon request, a leave up to a total of twelve (12) weeks of unpaid leave per year for a combination of leave situations. For this bargaining unit an eligible employee shall be considered an employee working 1250 hours in the previous twelve (12) months including all compensated hours. Employees may use a total of twelve (12) weeks of leave to care for a child anytime within the first year of the child's life, upon adoption or foster placement of a child or for the employee's own illness, or for the illness of the employee's spouse, parent or child. Any paid or unpaid leave already provided by the employer will be considered part of the twelve (12) weeks noted above. An employee who is taking leave pursuant to FMLA has the right to continue to receive health and dental benefits from the employer on the same basis as s/he was provided immediately prior to the commencement of the leave of absence.

Section 8. School Conferences and Activities Leave. Minnesota Statute 181.9412 requires an employer to grant an employee unpaid leave up to a total of sixteen (16) hours during any school year to attend school conferences or classroom activities related to the employee's child provided the conferences or classroom activities cannot be scheduled during non-work hours. The employee must provide reasonable notice, if possible, and make a reasonable effort to schedule the leave so as not to disrupt unduly the operation of the employer,

Section 9. Jury Duty Pay. All employees required to serve on jury duty shall be paid by the School District the difference between their regular pay and jury duty pay. In

implementing this section, the School District shall continue to pay the employee the regular rate of pay and the employee shall be obligated upon receipt of the jury duty pay from the governmental agency to immediately remit the pay less mileage to the School District. Absences under this section will not be deducted from accumulated leave.

Section 10. Workers' Compensation.

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

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

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

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

Subd. 5. An employee who is absent from work as a result of an injury compensable under the Workers' Compensation Act who elects to receive sick leave or vacation pay pursuant to this policy shall show his Workers' Compensation check prior to receiving payment from the School District for his/her absence work cooperatively with Human Resources to have any paid leave amounts coordinated with any payment from Workers Compensation.

Section 11. Unpaid Leave of Absence. At the sole discretion of the School District, an employee of this bargaining unit may be granted a leave of absence without pay for purposes not otherwise addressed under this Article. Requests for such leaves shall be submitted in advance of the leave to the Superintendent. The leave request shall include the proposed commencement and termination dates of the leave. An employee returning from a leave of absence under this section for less than ninety (90) days will be returned to his or her previous position. An employee returning from a leave of absence after more than ninety (90) days will be returned to his or her previous position or to another comparable position for which he or she is qualified.

An employee returning from a leave of absence under this section:

- Leaves less than ninety (90) days will be returned to his or her previous

position. Leaves for more than ninety (90) days will be returned to his or her previous position or to another comparable position for which he or she is qualified.

- Leaves of absence without pay or fringe benefits will not constitute a break in the continued employment (seniority) status of the Employee (FMLA insurance provisions may apply).
- Upon completion of an approved leave unused accumulated leave days will be restored.
- The leave may be extended by mutual agreement.

Section 12. Application. The parties agree that the applicable periods of probation for employees are intended to be periods of actual service enabling the School District to have the opportunity to evaluate an employee's performance. The parties agree that periods of time for which the employee is on leave under this Article shall not be counted in determining the completion of the probationary period.

Section 13. Retention of Earned Benefits. Leave of absence under this Article will not constitute a break in employment for purposes of seniority. An employee who returns to work from an unpaid leave within the provisions of this Article shall retain all previous experience credit for pay purposes and any unused leave time accumulated under the provisions of this Agreement at the commencement of the beginning of the leave. The employee shall not accrue additional experience credit for pay purposes or leave time during the period of absence for unpaid leave.

Section 14. Insurance Participation. An employee on unpaid leave is eligible to participate in group insurance programs if permitted under the insurance policy provisions, but shall pay the entire premium for such program as the employee wishes to retain, commencing with the beginning of the unpaid leave. The right to continue participation in such group insurance programs, however, will terminate if the employee does not return to the School District pursuant to this section.

ARTICLE XI PROBATION DISCIPLINE, AND DISCHARGE

Section 1 Probationary Period. Every new employee shall serve a probationary period of sixty-seven (67) workdays, during which period the Employer shall have the unqualified right to discipline or discharge such employee without assigning any reason, therefore, and without recourse to the grievance procedure. The sixty-seven (67) workday probationary period may be extended by mutual agreement between the employer and the union.

Section 2. Evaluations. Probationary interpreters will be evaluated twice during their 67-day probationary period using the Professional and Interpreting Evaluation and one Student Feedback evaluation.

Section 3. Probationary Period After Promotion. An employee promoted to a higher classified position shall be on probation for thirty (30) work days during which period the Employer shall have the right to return the employee to his/her former position. This right is not subject to the grievance procedure.

Section 4. Employee Discipline. After an employee has completed the probationary period, the Employer may discipline or discharge an employee only for just cause. Disciplinary action shall normally include the following actions and will normally be taken in the following order, except in cases of serious misconduct:

- 1. Oral reprimand
- 2. Written reprimand
- 3. Suspension without pay
- 4. Discharge

Section 5. Disciplinary meetings. If a supervisor meets with an employee to discuss possible written reprimand, suspension or discharge, the employee shall be entitled to have a union representative present. The meeting shall be held in a timely manner.

**ARTICLE XII
SENIORITY AND LAYOFF**

Section 1. Application. Seniority shall be defined as an employee's length of continuous service as a permanent employee with the Employer since the employee's most recent date of employment within this bargaining unit. Temporary and substitute employees who are employed as permanent employees immediately subsequent to temporary employment in this unit shall have seniority based on their date of employment as a temporary employee.

Section 2. Seniority Date. Permanent employees shall acquire seniority upon completion of the probationary period. Upon acquiring seniority, the seniority date shall revert to the first date of service. If more than one employee commences work on the same date, the tie shall be broken by using the last four digits of the employees social security numbers, recognizing the employee with the higher number as the most senior.

Section 3. Seniority List. On or about November 1 of each year the School District shall post a seniority list for this unit. An employee who disagrees with the posted seniority list will have twenty (20) working days from the date of the posting to supply written documentation or other proof to the School District in an effort to resolve any dispute. If the dispute is not resolved within those twenty (20) days, an employee shall have an additional twenty (20) days to challenge their seniority listing through the grievance process. If no challenges are made within twenty (20) days of posting, the seniority list is final.

Section 4. Loss of Seniority. An employee shall lose seniority standing through termination of employment or retirement.

Section 5. Layoff. In the event it becomes necessary to lay off employees, layoffs shall be in inverse order of seniority, provided that all temporary and substitute employees have been laid off first. If the position of a permanent employee in this unit is discontinued, the affected employee shall have the right to displace the least senior employee in the most comparable position in this unit for which s/he is qualified. Employees to be laid off shall be given a thirty (30) calendar day notice of such lay off, except in cases where the students are not available to service. In which case the employer shall provide a 5 working days' notice. An affected employee must provide a written response to the Human Resources Office within five (5) days after receiving notification of his/her right to a comparable position or forfeit the right to the position.

Section 6. Recall. Permanent employees shall be recalled from lay off in seniority order. A permanent employee on lay off shall retain seniority and right to recall for a period of twelve (12) calendar months after the date of lay off. An employee with recall rights shall maintain a current mailing address on file with the School District and failure to accept recall within ten (10) calendar days shall cause forfeiture of the employee's further recall rights. Temporary and substitute employees have no recall rights. The School District will not employ a new person in a vacant position as long as any employee is in layoff status.

ARTICLE XIII VACANCIES AND POSTING

Section 1. Postings of Vacancies or New Positions. All Vacancies and new positions within the bargaining unit, that are anticipated to be at least 45 consecutive days in duration, will be posted for at least five (5) working days during the school year and ten (10) working days during the summer recess. For purposes of this Article, the term "vacancy" shall mean a position where no employee is holding a claim to the position (i.e., leave of absence).

Section 2. Application for Vacancies. It is the right of the School District to select the best qualified candidate for an open position. All applications will be considered by the School District and final decision for employment, advancement, transfer, or promotion will be made by the School District after considering the qualifications of all applicants. Qualifications of applicants will include background, training, seniority, experience, education and aptitude for the position. If it is determined by the School District that two or more internal candidates are equally qualified for an opening, the senior qualified employee will be assigned to the position. Upon request by the employee, senior employees not selected will be provided the reason(s) in writing by the responsible administrator with a copy to the Executive Director of Human Resources and the Union Chief Steward.

Section 3. Temporary Assignment. The School District may fill a vacancy or new position, temporarily, pending completion of the assignment process.

Section 4. Reassignment. The School District may assign staff so as to best meet the needs of the District. Except in the case of an emergency, an employee proposed to be reassigned by the School District will normally be given at least five (5) days notice of the proposed reassignment.

**ARTICLE XIV
SEVERANCE PAY / WELLNESS PAY / 403B**

Section 1. Severance Pay.

Subd. 1. Eligibility. Employees meeting the following requirements shall be eligible for severance pay pursuant to the provisions of this section, upon submission of a written resignation accepted by the School District:

- a. Employees who have completed at least ten (10) years of continuous service with the School District who are immediately eligible for a state retirement annuity benefit;
- b. Employees who become and remain totally and permanently disabled while employed by the School District;
- c. Employees whose death occurs while employed by the School District.

Subd. 2. Calculation of Severance Pay. An eligible employee shall receive as severance pay upon her/his retirement, the amount obtained by multiplying the number of his/her accrued accumulative leave days up to 60 days, times her/his daily rate of pay at the time of retirement, disability or death, times the percentage determined by the employee's years of service on her/his last day of employment.

10 full years of service	40%
15 full years of service	50%
20+ full years of service	60%

Subd. 3. Ineligibility.

Severance pay under this section shall not be granted to any employee who is discharged for cause by the School District.

Subd. 4. Payment.

- a. Severance Pay under this section shall be paid by the School District into the employee's Minnesota Health Care Savings Plan (MHCSP) within sixty (60) days of retirement.

- b. If an employee completes and qualifies for a waiver of participation based on the health care savings plan criteria, and the waiver is presented to the School District at least two (2) months in advance of the employee's retirement date, payment under this section shall be paid directly to the employee in one lump sum within sixty (60) days of retirement.
- c. If an employee who is eligible for severance pay under this article dies prior to submitting a notice of resignation or retirement, or after submitting notice but prior to the anticipated retirement date, severance pay will be paid to the employee via payroll or to the employee's estate and not to the MHCSP.

Section 2. Wellness Pay. Employees will receive annual wellness pay for all accrued accumulative leave days in excess of 60 days. The school district will pay out an amount equal to the total number of excess days multiplied by the employee's daily rate times .6 by August 31st of each year, at the employee's choice, as additional wages or into the employee's Minnesota Health Care Savings Plan (MHCSP).

Section 3. 403b Plan.

Subd. 1. Participation. Employees of this bargaining unit shall be eligible to participate in a 403b plan pursuant to Minnesota Statutes 5356.24.

Subd. 2. Matching Contribution Plan. Beginning with open enrollment during the 2020-2021 school year, the School District will match employees' annual contributions for employees who are benefit eligible under Article VIII based on their current year of employment in the School District. The School District matching amount shall not exceed the Annual Maximum Match Amount set forth below:

<u>Years of Service</u>	<u>Maximum Match Amount</u>	
	<u>Annual</u>	<u>Cumulative</u>
0 years to three (3) years	-0-	\$ -0-
Four (4) – Eight (8) years	\$500	\$ 2,500
Nine (9) – Thirteen (13) years	\$600	\$ 3,000
Fourteen (14) – Eighteen (18) years	\$700	\$ 3,500
Nineteen (19) plus years	\$900	<u>\$ 8,000</u>
		\$17,000

Subd. 3. The maximum career matching contribution by the School District shall be \$17,000.

Subd. 4. A salary reduction authorization agreement must be completed by the eligible employee by September 1 for the employee to participate in the 403b Matching Contribution Plan for that school year.

Subd. 5. The School District will provide notice to participating employees when they become eligible for an increased level of matching contribution.

Subd. 6. Employees on unpaid leaves may not participate in the matching program while on leave.

ARTICLE XV MISCELLANEOUS

Section 1. Medical Examination. An employee whose condition of physical or mental health is thought to be adverse to the welfare of students or other employees may be required to undergo a health examination by a licensed physician at the expense of the School District.

Section 2. Damage Reimbursement. Upon proper documentation, the School District will reimburse employees for expenses incurred in repairing or replacing personal items broken by students while employees are engaged in their required duties during the normal work day (i.e., glasses, hearing aids). The School District reserves the right to place reasonable limits on reimbursements under this paragraph.

Section 3. Mileage Reimbursement. Employees of this unit who are authorized to use their own automobile in the performance of their duties will be reimbursed for all authorized travel at the rate established by the School District.

Section 4. Copies of the Bargaining Agreement. The School District will provide ten (10) copies of the Bargaining Agreement to the bargaining unit within forty-five (45) days of ratification by the School Board. The approved Bargaining Agreement will also be available on the School District website.

Section 5. Retiree Recognition. The District will initiate an Employee Recognition program designed to acknowledge and commend service to District 742 schools.

ARTICLE XVI GRIEVANCE PROCEDURE

Section 1. Grievance Definition. A "grievance" shall mean an allegation by an employee or group of employees' resulting in a dispute or disagreement between the Union 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 Union or School District may be represented during any step of the procedure by any person or agent designated by such party to act in his/her behalf.

Section 3. Definitions and Interpretations.

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

Subd. 2. Days. Reference to days regarding time periods in this procedure shall refer to working days. A working day is defined as all weekdays excluding Saturdays and Sundays and legal holidays as designated by state law.

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

Subd. 4. Filing and Postmark. The filing or service of any notice or document herein shall be timely if it bears a postmark of the United States mail 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 District's designee, setting forth the facts and specific provision(s) of the Agreement allegedly violated and the particular relief sought, within twenty (20) days after the event giving rise to the grievance occurred. Failure to file any grievance within such period shall be deemed a waiver thereof. Failure to appeal a grievance from one level to another within the time periods hereafter provided shall constitute a waiver of the grievance. In an effort toward early resolution of concerns, the parties will typically attempt to adjust an alleged grievance informally between the employee and the School District's designee before filing a written grievance under Level I. By written mutual agreement, the parties may waive any step and/or extend any time limits of the grievance procedure.

Section 5. Adjustment of Grievance. The School District and the employee shall attempt to adjust all grievances that may arise during the course of employment of any employee within the School District as follows. All grievances at all levels, except informal, shall be filed with the Executive Director of Human Resources.

Subd. 1. Informal. The Employee(s) and union may attempt to resolve an alleged grievance with the School District through informal means by meeting with the employee's Special Education Supervisor and/or the Executive Director of Student Services within 10 days of the event giving rise to the concern.

Subd. 2. Level I. If the grievance is not addressed or resolved through informal discussion, the grievance shall be filed in writing with the Executive Director of Human Resources or designee. The Executive Director may call a meeting within ten (10) days after receiving the written grievance. Following this meeting the Executive Director shall have five (5) days to provide a written decision on the grievance to the parties involved.

Subd. 3. Level II. In the event the grievance is not resolved in Level I, the decision rendered may be appealed to the Superintendent of Schools, provided such an appeal is made in writing within ten (10) days after receipt of the decision in Level I. If a grievance is properly appealed to the Superintendent, the Superintendent or his/her designee shall meet regarding the grievance within fifteen (15) days after receipt of the appeal. Within ten (10) days after the meeting, the Superintendent or his/her designee shall issue a decision, in writing, to the parties involved.

Subd. 4. 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 an appeal is made in writing within ten (10) days after receipt of the decision in Level II. If a grievance is properly appealed to the School Board, the School District shall hear the grievance within twenty (20) days after the receipt of the appeal. Within twenty (20) days after the meeting the School Board shall issue its decision in writing to the parties involved. At the option of the School Board, a committee or representative(s) of the School District may be designated by the School Board to hear the appeal at this level, and report its findings and recommendations to the School District. The School District shall then render its decision.

Section 6. Denial of Grievance. Failure of the School District or its representative to issue a decision within the time periods provided herein shall constitute a denial of the grievance, and the employee may appeal it to the next level.

Section 7. Mediation. In the event that the employee and the School District are unable to resolve any grievance through the processes set forth above, either party may submit the matter for mediation by making a written request to the to the other party no later than ten (10) days following the decision at Level III above and filing a petition with the Commissioner of Mediation Services. A request for mediation will suspend the timeline for submission of a request for arbitration until such time as it is clear that Mediation will not produce a meaningful settlement as established either by declaration of impasse by the mediator or by written notice of termination of mediation by either party.

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

Subd. 1. Request. A request to submit a grievance to arbitration must be in writing, signed by the aggrieved party or designee, and such request must be filed in the office of the Superintendent within ten (10) days following the decision in Level III of the grievance procedure or within ten (10) days after the last session of mediation due to impasse or withdrawal by one of the parties.

Subd. 2. Prior Procedure Required. No grievance shall be considered by the arbitrator that has not been duly processed in accordance with these grievance procedures and appeal provisions.

Subd. 3. Selection of Arbitrator. Upon the proper submission of a grievance under the terms of this procedure, the parties shall, within ten (10) days after the request to arbitrate, attempt to agree upon the selection of an arbitrator. If no agreement on an arbitrator is reached, either party may request the Commissioner of the Bureau of Mediation Services to submit a panel of seven arbitrators to the parties, pursuant to PELRA, provided such request is made within twenty (20) days after request for arbitration. The request shall ask that the panel be submitted within ten days after the receipt of said request. Within ten days after receipt of the panel, the parties shall alternately strike names, and the remaining name shall be the arbitrator to hear the grievance. The order of striking will be determined by lot. Failure to agree upon an arbitrator or the failure to request an arbitrator from the Commissioner 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 to 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 and written arguments relating to the issues before the arbitrator. The proceeding before the arbitrator shall be a hearing de novo.

Subd. 5. Decision. The decision by the arbitrator shall be rendered within thirty (30) days after the close of the hearing. Decisions by the arbitrator in cases properly before him shall be final and binding upon the parties, subject, however, to the limitations of arbitration decisions as provided by the P.E.L.R.A.

Subd. 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 expense that the party incurs in connection with presenting its case for arbitration. A transcript or recording shall be made of the hearing at the request of either party. The parties shall share equally the fees and expenses of the arbitrator, the cost of the transcript or recording if requested by both parties, and any other expense that the parties mutually agree are necessary for the conduct of the arbitration.

Subd. 7. Jurisdiction. The arbitrator shall have jurisdiction over disputes or disagreements relating to grievances properly before the arbitrator pursuant to the terms of this procedure. The jurisdiction of the arbitrator shall not extend to proposed changes in terms and conditions of employment as defined herein and contained in this written agreement; nor shall an arbitrator have jurisdiction over any grievance which has not been submitted to arbitration in compliance with the terms of the grievance and arbitration as outlined herein; nor shall the jurisdiction

of the arbitrator extend to matters of inherent managerial policy, which shall include but are not limited to such areas of discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, the organizational structure, and selection and direction and number of personnel. In considering any issue in dispute, in its order the arbitrator shall give due consideration to the statutory rights and obligations of the public school boards to efficiently manage and conduct its operation within the legal limitations surrounding the financing of such operations.

Section 9. 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 a proceeding in another forum as outlined herein, the employee shall waive the right to initiate a grievance pursuant to this article, or, if the grievance is pending in the grievance procedure, the right to pursue it further shall be immediately waived. This section shall not apply to actions to compel arbitration as provided in the Agreement or to enforce the award of an arbitrator.

Section 10. Reprisals. No reprisals of any kind will be taken by the District or its representatives or by the Union or its representatives against any person or persons because of their involvement in a grievance.

ARTICLE XVII DURATION

Section 1. Term and Reopening Negotiations. This agreement shall remain in full force and effect for a period commencing on July 1, 2021 and through June 30, 2023, and thereafter until modifications are made pursuant to the P.E.L.R.A. If either party desires to modify or amend this Agreement commencing at its expiration, it shall give written notice of such intent pursuant to P.E.L.R.A. Unless otherwise mutually agreed, the parties shall not commence negotiations more than 90 days prior to the expiration of the Agreement.

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

Section 3. Finality. Any matters relating to the terms and conditions of employment shall be open for negotiation during the term of this Agreement only by mutual consent.

Section 4. Eligibility. An Employee who terminates employment with the District prior

to the date a new negotiated agreement is reached shall not be entitled to the benefits of the new agreement except that an earned increment will be paid at the time of termination, if consistent with the provisions of the ratified agreement.

Section 5. Severability. In the event any provision of the agreement shall be held to be contrary to law by court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided, such provisions shall be voided. All other provisions of this agreement shall continue in full force and effect. The voided provision may be re-negotiated at written request of either party.

IN WITNESS WHEREOF, the parties have executed this Agreement as follows:

FOR:

SIGN LANGUAGE INTERPRETERS
AMERICAN FEDERATION OF STATE
AND COUNTY EMPLOYEES AFL-CIO #748

FOR:

INDEPENDENT SCHOOL DISTRICT
NO. 742, ST. CLOUD

Union Steward

Chair

Union Steward

Clerk

Union Representative

Chief Board Negotiator

Dated: _____

Dated: _____

Appendix A

July 1, 2021 – June 30, 2023

	Non-Certified	Certified
2021-2022 (5% increase)	\$26.78	\$30.89
2022-2023 (5% increase)	\$28.11	\$32.44

**2021-2023
Recruitment and Retention Stipends**

In addition to pay changes reflected in Article VII, Section 1, Subd 2., and this wage schedule, employees will be eligible for Recruitment and Retention Stipends in each year in the total amount of \$1,500 per contract year, prorated based on the employees regularly scheduled hours per day as follows:

6+ hours per day = \$1,500 each year

4.01-5.99 hours per day = \$1,100 each year

4 hours or less per day = \$700 each year

Stipends will be paid in three installments following the close of each trimester on the following payroll dates: 12/15 (25%), 3/31 (25%) and 6/15 (50%). Employees must have a start date prior to 9/18 to be eligible for the 12/15 stipend, by 12/6 to be eligible for the 3/31 stipend, and 1/3 to be eligible for the 6/15 stipend. Employees must be active employees and in paid status on the relevant pay dates in order to receive the stipend payment. These stipends are funded with one time money and will expire at the end of this contract period.

Appendix B

STAFF DEVELOPMENT FOR INTERPRETERS

St. Cloud Area School District 742

St. Cloud, Minnesota

Name: _____ Building: _____

School Year: _____

Please complete this form and send it to the Interpreter's Special Education Supervisor to have workshop pre-approved.

Flexed District In-service Day for Staff Development (Not to exceed 14.5 hours)

ACTIVITY TITLE	HOURS	COMPLETION DATE	DATE FLEX TO	PRIOR APPROVAL

Total Hours: _____

Signed: _____ Date: _____

MEMORANDUM OF UNDERSTANDING

Between

Sign Language Interpreters
and
St. Cloud School District No. 742

WHEREAS, the American Federation of State County and Municipal Employees AFL-CIO Local Union #748 is the exclusive representative of the sign language interpreters' unit ("Union") of St. Cloud Area School District 742 (School District); and

WHEREAS, the School District and the Union have reached a tentative agreement in the negotiation of a collective bargaining agreement ("CBA") for the 2021-2023 contract period;

WHEREAS, in addition to the agreements reflected in the CBA, the parties wish to document two areas of agreement regarding issues of concern outside of the bargaining agreement.

NOW, THEREFORE, the District and the Union agree as follows:

1. The District will provide reimbursement to sign language interpreters for the full cost of an annual parking pass in the Newman Parking Lot at St. Cloud State University to address parking concerns on the SCSU campus for Sign Language Interpreters who are assigned to the C02 Program;
2. Unit members may obtain reimbursement by submitting receipts to the Student Services Department;
3. At the discretion of the School District, Union members may be offered the opportunity to serve as a mentor for a non-certified member of the unit. Mentors will provide one hour per week in mentoring services while the non-certified member prepares for the national certification test. Mentors will be compensated at a rate of \$35 per hour for mentoring services.
4. These agreements shall continue to be in effect throughout the 2021-2023 contract period and will be subject to review and consideration following the expiration of this agreement on June 30, 2023.

By signing below, each party represents that it has read, understands, and agrees to be bound by the terms of this Memorandum of Agreement this as of the ___ day of _____, 2021.

INDEPENDENT SCHOOL DISTRICT ST.
CLOUD NO. 742

American Federation of State County and
Municipal Employees AFL-CIO Local #748

by _____

by _____

Superintendent

Its _____

MEMORANDUM OF UNDERSTANDING

School Closing Plan • Flexible Learning Days • 2021-2022

In an effort to continue student learning in the event of weather related school closings, St. Cloud Area Schools will continue using Flexible Learning Days during the 2021-2022 school year for inclement weather day closings pursuant to Minn. Stat. §120A.414 as follows:

Make-Up Plan:

- The first five weather related closings will be shifted to Flexible Learning Days as long as there is no interruption of power and/or internet service that would interfere with distance learning.
- Additional weather related school closing days will be determined by the Superintendent and make-up time for students and/or staff will be determined by the Superintendent in consultation with the School Board.

Licensed Staff Expectations

Licensed staff who are unable to teach on a flexible learning day due to a discretionary day, illness or medical appointment for themselves or a family member, or other absence reason, must request time off in Skyward and post the learning activities for the day on SeeSaw or Schoology in lieu of posting sub plans. In addition, email your principal and lead secretary so they are aware you are not available for student or parent contact.

Licensed staff who are on duty during a flexible learning day must be in service during their regular teacher duty day and will complete the following:

PK-5 Staff

Licensed staff of students in grades PK-5 will post learning activities on SeeSaw by 9:00 AM on the day of a Flexible Learning Day. Licensed staff must be available during the student contact day by email/phone and/or SeeSaw to answer questions and assist students. Time not engaged in posting lessons or in direct contact with students may be used for planning and preparation time. Teachers are responsible for completing attendance on flexible learning days.

Secondary Staff

Licensed staff of students in grades 6 -12 will post learning activities on Schoology by 10:00 AM on the day of a Flexible Learning Day. Licensed staff must be available during the student contact day by email/phone and/or Schoology to answer questions and assist students. Time not engaged in posting lessons or in direct contact with students may be used for planning and preparation time. Teachers are responsible for completing attendance on flexible learning days.

Non-Instructional Licensed Staff

Non-Instructional licensed staff (e.g. counselors, school psychologists, social workers, nurses, SLPs, OT/PTs, autism specialists, media specialists, technology integrationists, SEL/Focus teachers, ADSIS teachers, academic coaches, EL coordinators, etc.) will make a plan for their work on a flexible learning day with their administrator/supervisor.

Part-Time Teaching Staff

Part-time contract teachers will be available during their regularly scheduled duty hours.

Non-Licensed Staff Expectations

10 Month Non-Licensed Staff Expectations:

In the event of a flexible learning day due to snow or ice, school year non-licensed staff will not report to work on-site and will work as follows:

1. Staff who can work effectively from home may do so with the pre-approval of their supervisor (e.g. clerical, head cooks, BRS, BSS, BCSS, BTIs, interpreters, instructional paras, health paras, clerical paras).
2. Non-licensed staff who do not support instruction, whose regular work cannot be performed at home, (e.g. clerical, bus drivers, nutritional services, transportation paras, door monitors, CSO's) may use accumulative leave or other paid leave time to make up for any hours lost due to a school closing day. In the alternative, the school district will provide make-up days for these staff groups. Make-up days will be scheduled prior to June 15th to include staff training or other duties for non-licensed staff, and will be paid at the time the make-up time is served. Staff electing to make-up lost time will request "*Restricted Unpaid Time Off/Make-Up Time Request*" for the closed weather day.
3. Paid school closing days without make-up time may be authorized for school year non-licensed staff members at the direction of the superintendent in consultation with the school board, and in that case, staff would receive full pay for those school closing days. The superintendent will take into consideration the economic impact of multiple school closing days within a pay period when considering this option.

In the event of a flexible learning day due to a cold weather closing, school year non-licensed staff may report to work as usual. Employees who choose not to report to work on a cold weather closing day, may use accumulative or other paid leave time to make up for any hours lost.

12 Month Non-Licensed Staff Expectations:

In the event of a flexible learning day due to snow or ice, 12-month non-licensed staff who can report to work safely may do so (e.g. custodians and engineers). 12-month non-licensed staff who can work from home may do so with the approval of their supervisor (e.g. clerical, non-represented 12 month employees). For staff who cannot report and whose work cannot be performed at home, any lost time due to snow closing days may be flexed back into the same work week through extended work days or on Saturday of that week (provided Saturday building access is available) between the hours of 8:00 am and 6:00 pm. Employees who choose not to work from home or perform make-up time on a snow or ice closing day, may use accumulative or other paid leave time to make up for any hours lost.

In the event of a flexible learning day due to a cold weather closing, 12-month non-licensed staff may report as usual. Employees who choose not to report to work on a cold weather closing day, may use accumulative or other paid leave time to make up for any hours lost.