



**PARAPROFESSIONAL, AIE, COTA (PAC)  
EMPLOYEES AGREEMENT**

**CLOQUET PUBLIC SCHOOLS  
CLOQUET, MINNESOTA**

**AND**

**AMERICAN FEDERATION OF STATE,  
COUNTY, AND MUNICIPAL EMPLOYEES (AFSCME)  
MINNESOTA COUNCIL NO. 65  
LOCAL UNION NO. 545**

**July 1, 2017 – June 30, 2020**

**ATTEST:**

**AFSCME LOCAL NO. 545**

  
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**Bargaining Unit – Paraprofessional Staff**

  
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**Bargaining Unit – Paraprofessional Staff**

  
\_\_\_\_\_  
**AFSCME Council No. 65 Representative**

**CLOQUET SCHOOL BOARD  
Independent School District No. 94**

  
\_\_\_\_\_  
**School Board Chair**

  
\_\_\_\_\_  
**School Board Clerk**

  
\_\_\_\_\_  
**Superintendent of Schools**

**Dated: April 23, 2018**

**Dated: April 23, 2018**



# INDEX

ARTICLE I	- Purpose .....	1
ARTICLE II	- Recognition Clause and Adjustment Committee .....	1
ARTICLE III	- Duration .....	1
ARTICLE IV	- Assignment – Priorities – Seniority.....	1
ARTICLE V	- Basic Schedules and Rates of Pay .....	6
ARTICLE VI	- Benefits.....	6
ARTICLE VII	- Leaves of Absence .....	8
ARTICLE VIII	- Holidays .....	12
ARTICLE IX	- Severance Pay/Beneficiaries Receive Earned Severance .....	12
ARTICLE X	- Workers’ Compensation.....	12
ARTICLE XI	- Retirement.....	13
ARTICLE XII	- Medical Examination .....	13
ARTICLE XIII	- Request to School Board .....	13
ARTICLE XIV	- Maintenance of Membership.....	13
ARTICLE XV	- Grievance Procedure .....	14
ARTICLE XVI	- Discipline & Termination .....	15
SCHEDULE C	- Classifications and Wages.....	17
	- Minimum Qualifications for Employee Categories.....	19

## ARTICLE I -- PURPOSE

The general purpose of this Agreement is to promote the mutual interests of the employees, administration and school board of the Cloquet Public Schools and to provide for the fullest and most efficient operation of the schools in regard to employee duties. A copy shall be provided to each employee affected by this Agreement.

## ARTICLE II -- RECOGNITION CLAUSE AND ADJUSTMENT COMMITTEE

### RECOGNITION CLAUSE

**Section 1. Recognition:** Pursuant to the certification of the State of Minnesota, Bureau of Mediation Services, Case No. 78-PR-917-A (and subsequent unit clarification Case No. 17PCEO760 and 17PCLO778), and in accordance with the PELRA, the School District recognizes AFSCME Council 65 as sole and exclusive representative for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment, and all other conditions of employment for:

All Paraprofessionals; LPNs; American Indian Education Tutors; American Indian Education Liaisons; and Certified Occupational Therapy Assistants employed by Independent School District No. 94, Cloquet, Minnesota, who are Public employees within the meaning of Minn. Stat. 179A.03, Subd. 14, excluding supervisory, confidential and all other employees.

Said exclusive representative shall have those rights and duties as prescribed by the PELRA and as described in the provisions of this Agreement.

**Section 2.** The employer shall not enter into any agreement with the employee coming under the jurisdiction of this Agreement, either individually or collectively, which in any way conflicts with the terms and conditions of this Agreement or with the role of the exclusive representative as sole representative for said employees.

**Section 3.** If the employer and the exclusive representative are unable to agree to the inclusion or exclusion of a new or modified job class, the issue shall be submitted to the Bureau of Mediation Services for determination.

**Section 4.** For this contract, the terms "employee," "personnel," or "staff members" mean members of this bargaining unit.

### ADJUSTMENT COMMITTEE

The employees, through their union organization, shall elect an Adjustment Committee of two members. The clerk of the school board shall be notified in writing by Local 545 as to the members of this committee. A committee of the school board shall work with this committee in adjusting salaries or revising policies that affect the working conditions and welfare of the staff.

## ARTICLE III -- DURATION

The period of this Agreement shall be from July 1, 2017 through June 30, 2020.

## ARTICLE IV -- ASSIGNMENT- PRIORITIES - SENIORITY

**Section 1. Assignment:** Assignment of personnel shall rest with the administration and the school board.

**Subd. 1. Staffing:** Assignment of hours and number of positions in any building for employees shall rest with the administration and the school board.

**Subd. 2. Work Hours and Workshop Days:** The specific work hours at any individual building may vary according to the needs of the school district. The specific work hours for each employee will be designated by the building principal.

All employees shall be required to attend the "Back to School" workshop day and one additional day before start of the students' regular school year. Before school lets out in June, employees will be notified which day they will be required to work prior to the start of the next student school year. The parties agree that the calendar may change due to emergencies or unforeseen circumstances.

**Subd. 3. Assignment Changes:** All changes in assignments shall be made at the discretion of the administration and the school board.

## **Section 2. Seniority:**

**Subd. 1. Definition:** Seniority for personnel shall be defined as length of continuous service with the school district. Upon completion of the probationary period, the seniority date of the employee shall include the probationary period.

**Subd. 2. Seniority List:** The superintendent shall maintain a seniority list, which shall show the names of union personnel, initial date of employment and seniority rank. Separate seniority lists shall be maintained for the following:

- Paraprofessionals
- COTAs
- American Indian Education Tutors (AIE Tutors)
- American Indian Education Liaisons (AIE Liaisons)

The seniority list used for the August 2017 bumping shall be the order of seniority for all paraprofessionals hired prior to July 1, 2017. Thereafter, seniority shall be determined according to the following order of priority:

1. The first day of work for the District after the school board had approved the employee's employment.
2. The date at which the school board approved the employee's hire.
3. If two or more employees have the same seniority date, their seniority ranking shall be determined on the basis of the employee with the most time actually working for the district (i.e., time worked as a substitute, working under special programs, or as a part-time employee).
4. If a tie remains, and seniority needs to be determined to determine a particular employment right, the school administration shall consider and use the following criteria:
  - a. The number of post-secondary college or university credits the employee has previously submitted for inclusion in his/her personnel file. The employee with the most credits will have the highest seniority.
  - b. If a tie still remains (i.e., no employee has college credits), the employee who first passed the test required by the state for employees without two years of college shall be considered to be the most senior.
  - c. If a tie still remains, the district superintendent, in consultation with the district's principals, will determine who is most qualified and should be placed higher on the seniority list.

Each employee shall receive a copy of the seniority list.

**Subd. 3. Loss of Seniority:** An employee will lose seniority for the following reasons only:

- a. Resignation.
- b. Involuntary termination.
- c. Failure to return to work when recalled from lay-off.

**Subd. 4. Temporary Incapacity:** Inability of an employee covered by this Agreement to work due to illness or injury shall not result in loss of position. Said personnel shall be entitled to return to regularly assigned positions after sufficient recovery to perform usual and ordinary duties. Maximum length of temporary incapacity shall not exceed 18 months. After 18 months, but prior to 24 months, an employee may petition the superintendent for reinstatement. The decision to reinstate an employee returning from temporary incapacity status shall rest solely with the superintendent and will not be subject to appeal. If making room for the employee requires lay-off(s), the procedures outlined in this contract for seniority determinations, layoffs, bumping, and filling of vacancies shall be followed.

**Subd. 5. Posting and Filling of Vacancies:** During the school year, if a vacancy is determined by the superintendent to be filled within this bargaining unit, the school district shall post a notice of the open position in all buildings, on the designated bulletin boards, and externally. A good faith effort will be made to inform employees of these vacancies by written notice. Hiring of positions during the school year shall be at the discretion of the school administration and school board. See Subdivision 7 regarding positions hired during the year being "open positions" for bumping purposes the following summer.

**Subd. 6. Lay-Offs:** The school board may place on lay-off as many personnel as may be necessary because of discontinuance of positions, lack of pupils, financial limitations, or merger of classes caused by consolidation of school districts. In the event of a lay-off or reduction of hours, substitutes and/or probationary personnel shall be laid off first. Personnel shall be laid off based on their inverse order of seniority. Lay-offs shall occur within each seniority list, separate from the other seniority lists. Employees to be laid off for an indefinite period will have at least two (2) calendar week's notice. If a laid-off employee is re-employed within twelve (12) months after their effective date of lay-off, the employee shall retain his/her original seniority date.

**Subd. 7. Bumping:** If the work hours of an employee are eliminated or reduced more than one (1) hour per day, that employee shall have the right to a position with more hours anywhere in the district and within that employee's classification/seniority list. Such position changes are contingent upon proper qualifications and seniority. Decisions to exercise bumping rights during the school year must be communicated to the Executive Administrative Assistant within five (5) working days after receiving notice. Otherwise, employees may choose to exercise their bumping rights regarding these reductions at the annual summer bumping meeting. Said positions will be designated in the bumping notice as giving employees holding those positions the choice of exercising their bumping rights.

Bumping for the following school year shall be done on a designated "bumping day" in August. Prior to the end of the school year, the bargaining unit representatives and administration will set a day in August as the designated bumping day. At least ten (10) days prior to this bumping date, a good faith effort will be made to mail a list of the open and discontinued positions to those employees who have left their summer mailing address with the district office.

Employees are restricted to bumping only into positions identified within their seniority list. For instance, a paraprofessional may not bump into an AIE tutor position.

On bumping day all vacant positions shall be filled starting with the choice of the most senior employee and ending with the least senior employee filling the last position. If employees cannot attend the "bumping day," they shall designate proxies to participate in the bumping day for them. If an employee fails to designate a proxy, the union leadership shall designate a proxy for that employee.

No employee shall bump into a vacant position during the school year unless such events occur as described in Article IV, Section 2, and Subdivision 7 above (Bumping). That position shall be filled through the application process.

Open positions shall include all positions opened during the regular school year and which were not open positions at the conclusion of the previous summer's bumping process as described in this subdivision. In order for an employee to bump into a position requiring special qualifications or skills, that employee must qualify for that position prior to the bumping day.

**Subd. 8. Adding Hours During School Year:** If the district allocates extra hours for paraprofessional duty during the school year, the supervisor in charge of placing those hours shall do so based on seniority within the building where the hours are allocated. If the extra hours are for a specific student, the hours shall be first offered to the paraprofessional currently working with that student. No paraprofessional shall receive those hours, if doing so would put them over an average of 6.75 hours per day. This language does not apply for hours added to American Indian Education or COTA staff.

**Subd. 9. Program Building Change:** If a specific program moves to a different building within the district, the employee involved with that program shall move with the program with no loss of seniority or any other benefit for which they are entitled.

**Subd. 10. Special Education Summer School-Extended Day Programming:** All summer school (Special Education) paraprofessional positions shall be filled in order by the most senior qualified person within Special Education classification. If there are not enough special education paraprofessionals to fill positions, regular paraprofessionals with special education school experience will be hired according to experience and seniority.

**Section 3. Probationary Period for Personnel:** The probationary period for personnel shall be one (1) year from the date of hire. During the probationary period, an employee may be subject to dismissal without recourse. The probationary period as described in this section is also applicable to all job transfers. Prior to an employee transfer or being promoted to a different classification, the employee must serve the one (1) year probation period, unless the position is eliminated or reduced in hours. In addition to the initial probationary period, an employee transferred or promoted to a different classification shall serve a new probationary period of sixty (60) working days in any such new classification. During this sixty (60) day trial 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. When an employee is transferred to a new classification, the employee shall also have sixty (60) working days in which to decide whether to keep the position. If the employee does not want to keep the position said employee may return to the original classification with no loss of seniority.

During the probationary period a transferred employee's salary should not be reduced to probation step level.

**Section 4. Involuntary Transfers or Reassignments:**

**Subd. 1. Definitions:** For purposes of this section, the following definitions apply:

- a. "Transfer" means between buildings or between classifications (example, special education paraprofessional to media center).
- b. "Reassignment" means reassignment within the same building and the same classification.
- c. "Temporary Reassignment" means changes which are situational in nature and do not exceed 20 work days.
- d. Mutual consent in writing to a change in job position is not considered a reassignment.

**Subd. 2. Temporary Transfers or Reassignments:** Administrators may make temporary changes in assignments to meet the needs of students or District. If it appears that a temporary reassignment will become permanent the administrator shall notify the employee and follow procedures outlined in the section, "Permanent Transfer or Reassignments".

**Subd. 3. Permanent Transfers or Reassignments:** When permanent transfers or reassignments are being considered, the building administrator/principal shall visit with the employee(s) affected, explain the reasons, and ask for the employee's input. This meeting shall be scheduled at least five days before the transfer or reassignment is made or becomes permanent. The employee may request a subsequent meeting and request that a union representative be present with them to discuss the transfer or reassignment. The employee may request that the superintendent/superintendent's designee be present at that meeting.

After required meetings are held, if the transfer or reassignment is going to be made, the building principal will issue a written decision which explains the transfer or reassignment and the reasons for that decision.

**Subd. 4. Bumping:** If a proposed reassignment or transfer results in a loss of 1.0 or more work hours, the employee may use his/her bumping rights as defined in Section 2, Subdivision 7, of this article.

Employees who are transferred or reassigned during the school year or prior to the bumping day, as defined in Section 2, Subdivision 7 of this article, shall be allowed to participate in the annual bumping day as if they had their position eliminated or reduced by one (1) hour or more. A principal may determine that an employee may not bump back into the position from which the employee was originally transferred or reassigned. If such a determination is made, at least one (1) week prior to the bumping, the principal will inform the employee, verbally and in writing, they may not bump back into the position from which the employee was originally transferred or reassigned. If the employee is unavailable, notification will be provided to the union representation.

Employees are restricted to bumping only into positions identified within their seniority list. For instance, a paraprofessional may not bump into an AIE tutor position.

**Section 5. Health Conditions:** There are times when employees may develop health conditions which prevent them from working part of an assignment. The following list describes procedures the District will use regarding reasonable accommodations for these verified health conditions. Reasonable accommodations will not be made which cause a hardship to the district or which disrupts the seniority system agreed to in the District's CBA with the bargaining unit.

1. **Employees with physician's note:** The District may transfer the employee as a reasonable accommodation if an open position exists or becomes available.
2. **Employees with physician's note:** The District may reduce hours and fill otherwise if this does not create an undue hardship for the District.
3. **If no reasonable accommodation is available:** The employee, with a physician's note, may go on unpaid leave until bumping day. The employee may then bump into open or vacant positions on bumping day as per the regular bumping day process. Note: The employee hasn't been reassigned or job eliminated, so there are no full bumping rights, only open position bumping rights.
4. Employees who are assigned as DCD for grades five (5) or higher in the Special Education program will have pool duty as a part of their assignment, which they may be required to work. Starting with the 2017-2018 school year, employees for whom pool duty is required will receive an annual stipend of \$50 for pool apparel.
5. If an employee gets reassigned into DCD or Consistent Support (from EBD, etc.), the employee has rights to bump anywhere on bumping day as if the job was eliminated. That reassigned employee will not be required to perform pool duty during that school year if they have a doctor's note.

## ARTICLE V-- BASIC SCHEDULES AND RATES OF PAY

**Section 1. Wages:** The wages of personnel reflected in Schedule C, attached hereto, shall be a part of the Agreement for the period of, commencing July 1, 2017 and shall remain in effect until June 30, 2020.

**Section 2. Payday:** Effective with the September 2008 payroll, personnel will be paid according to School District Policy #423.10 – Pay Day Schedule – NonLicensed Personnel (24 pay periods elected).

**Section 3. Payroll Deductions:** Upon authorization of the employee, union dues will be deducted from the employee's salary and the school board shall make payment of such deductions to the treasurer of Local 545.

**Section 4. PEOPLE Deductions:** The Employer agrees to deduct from the wages of any employee who is a member of the Union a PEOPLE deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the Employer and the Union. The Employer agrees to remit any deductions made pursuant to this provision to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

**Section 5. School Closing:** In the event school is closed during the school day or if schools have a late start, employees shall be paid for their entire work day. If school is called off for the entire day, employees shall be allowed to make up to two (2) of those days each year. These days shall be coordinated with the building principals. "School Closings," in this paragraph shall be taken to mean closing school for such things as inclement weather, or other school emergencies which necessitate students and staff not being in school.

**Section 6. Pay Equity Orders:** Any increase in salaries due to pay equity orders shall be negotiated with the exclusive bargaining representative.

**Section 7. MA Billing Coordinator:** At administrative and school board discretion, an employee may be designated as a MA Billing Coordinator. If this assignment is designated by the administration and school board to be included as part of an employee's assignment, that employee shall receive additional pay of \$1.00 per hour. The MA Billing Coordinator's responsibilities will be designated by school administration but will include help to identify MA eligible students and coordinating the timely family MA applications/authorizations and MA billing.

**Section 8. Life Insurance:** All employees who meet the minimum employment standards of the school district's insurance carrier shall receive a \$10,000 life insurance policy. As of July 1, 2015, the minimum employment standard is to be employed a minimum of 20 hours per week. COTAs hired prior to July 1, 2018, shall receive a \$50,000 life insurance policy.

**Section 9. Long-Term Disability Insurance:** Long-term disability benefits will be provided for eligible employees at their own expense up to 66 2/3% of the employee's basic contracted salary to maximum benefit of \$3,000 per month. There shall be an elimination period of 60 working days.

**Subd. 1. Eligibility:** All employees who meet the minimum employment standards of the school district's insurance carrier shall be required to participate in the group at their own expense.

**Subd. 2. Cost:** The salary of each employee shall be increased by the cost of his/her long-term disability premium.

## ARTICLE VI -- BENEFITS

**Section 1. Benefits:** The school district shall make available to all employees covered by this Agreement, subject to the limitations set forth in Subd. 2 of this section, the following benefits:



**Subd. 1. Hospitalization, Medical and Surgical Insurance:**

- a. **Employee/School District Premium Share:** Effective July 1, 1995, hospitalization, medical and surgical benefits will be provided by the school district for all eligible employees. Employees electing dependent coverage shall pay at least \$100.00 per month for dependent coverage with the district bearing the cost of the remainder of the dependent premium.
- b. **Premium Increase:** In the event the dependent premium increases (above the 1994-95 premium), the district shall pay for the first \$25.00 increase, the employee the next \$25.00 increase, and any increase over \$50.00 shall be divided equally between the employee and the district.

**Subd. 2. Dental Insurance:** Effective September 1, 1998, dental benefits will be paid by the school district at a premium rate of \$17.20 per month per eligible employee and that dependent coverage will be paid by the school district at a premium rate of \$14.65 per month per eligible employee for a total of \$31.85 per month per eligible employee with dependent coverage. If the total premium rate exceeds the individual rate as stated above, the school district shall pay for the additional cost of premiums for the term of this contract only. Employees electing dependent coverage shall not pay less than \$14.65 per month regardless of an increase or not in the premium rate. If the total premium rate exceeds the dependent rate as stated above, the school district and the employees shall share the premium increase equally.

**Subd. 3. Eligibility:**

- a. **AIE and COTA Staff:** to be eligible to receive benefits as provided in this section, i.e., hospitalization, medical and surgical insurance, the employee must be assigned to a position requiring a minimum of eight (8) hours work per day for 167 days per year.
- b. **Paraprofessional Staff:** Effective September 1, 1992, hospitalization, medical and surgical insurance coverage and effective September 1, 1998, dental insurance coverage shall also be made available to paraprofessional employees assigned to a position requiring a minimum of seven (7) hours work per day for 167 days per year. For paraprofessional employees working seven (7) hours per day or more, but less than eight (8) hours per day, the school district shall contribute a pro rata portion of this benefit for paraprofessional employees working eight (8) hours per day for 167 days per year as set forth in Subd. 1 and Subd. 2 of this section.

**Subd. 4. Duration:** Benefits described in Subd. 1 (hospitalization, medical and surgical insurance) above shall be in effect on a twelve-month basis, however, all benefits shall cease upon termination of employment.

**Section 2. Retirement Benefits:** Benefits provided in Article VI, Section 1, Subd. 1 of this agreement shall be provided eligible employees who retire from employment with the school district provided the following conditions:

1. **For Paraprofessionals:**
  - a. Has been a full-time employee seven (7) hours per day, nine (9) months per year, in Independent School District No. 94 for ten (10) years prior to retirement, and
  - b. Is fifty-five (55) years of age, and
  - c. Have not yet reached their sixty-fifth (65<sup>th</sup>) birthday.
2. **For AIE and COTA Staff Members:**
  - a. Have been a full-time employee eight (8) hours per day, nine (9) months per year, in Independent School District No. 94 for ten (10) years prior to retirement, and
  - b. Is fifty-five (55) years of age, and
  - c. Have not yet reached their sixty-fifth (65<sup>th</sup>) birthday.

## **Section 5. Sick Leave Bank:**

**Subd. 1. Creation and Contributions to the Bank:** At the beginning of the 2010-2011 school year and for the next year, each employee shall contribute one (1) day of sick leave to an employee sick leave bank. Days will be donated in hours. A day shall mean the number of hours an employee works in a day. For instance, employee working five (5) hours per day will donate five (5) hours of sick leave per day assessed for the sick leave bank. Newly hired employees or employees who newly qualify to be a member of this union shall be assessed one (1) day to contribute to the sick leave bank for each of the first two (2) years of that employment. Note that AIE and COTA staff will be assessed sick leave days, according to this section beginning the 2017-2018 school year.

Once the two (2) years contribution of hours are completed, no further sick leave contributions shall be assessed until the total number of hours in the sick leave bank drops below the number of AFSCME employees employed by the district multiplied by six (6). That number shall be the trigger for additional contributions to the bank.

Example: 80 employees employed by the district:

- a. The trigger for assessing new sick leave bank contributions would be when the sick leave bank drops below  $80 \times 6$  hours or 480 hours.
- b. All union employees would be assessed one (1) day to replenish the sick leave bank.

**Subd. 2. Administration of and Rules for Using the Sick Leave Bank:** The sick leave bank shall be administered by the superintendent and a representative designated by the bargaining unit. Rules for administering the sick leave bank are as follows:

- a. Employees shall be eligible to apply to the sick leave bank when they have exhausted all of their own leave, personal leave, or other types of paid leave for which they are eligible. The employees will have to have had six (6) days of continuous absence without sick pay before being eligible to apply to use the sick leave bank
- b. Application to the sick leave bank must be accompanied by a physician's statement indicating that the employee is unable to work.
- c. Employees may draw sick leave days from the sick leave bank up to sixty (60) school days per school year. The limits identified in the previous sentence are per catastrophic, long-term illness, or accident. In any year in which an employee has drawn from the sick leave bank, the waiting period for re-entry into the sick leave bank, shall be one (1) day and a physician's certificate shall be completed in accordance with paragraph "b" above. New employees shall have a ninety (90) school day waiting period before being eligible to use the sick leave bank.
- d. Sick leave bank hours may be used for catastrophic and unplanned medical situations which prevent an employee from performing his/her job duties and responsibilities. For instance, normal pregnancies and child deliveries (natural or C-section), or elective surgeries will not be eligible reasons to use the sick leave bank.
- e. An employee who receives an extension of sick leave from the sick leave bank shall, upon return to work, repay the bank in full, at the rate of one-third of their annual sick leave allocation. This repayment shall be assessed at the beginning of the following school year and each subsequent year until the sick leave bank is repaid.

- f. The maximum amount of leave available to be used by an employee shall expire at the end of the school year or when the employee becomes eligible for any kind of disability payment, whichever occurs first.

**Section 6. Personal Leave:** Each employee has two (2) working days with pay (based on their regular work day) per year, non-accumulative, for personal reasons. Personal leave shall be allowed to be taken in half-day increments, but only if appropriate substitutes are available and the half-day leave is approved by the building principal or immediate supervisor. A half-day shall be defined as half of the normal workday for the employee who is requesting the leave.

“If an employee uses two (2) or fewer days of sick leave within one full school year of employment, an additional one (1) personal leave day with pay will be granted the following school year, or the employee may choose to be reimbursed for that personal day. Reimbursement shall be at the hourly rate for the employee substitutes. This additional day is non-cumulative, so the maximum of personal days in a school year would be three (3).

Effective September 1, 1993, personal leave shall no longer be deducted from sick leave.

**Section 7. Unpaid Leave:**

**Subd. 1. Up to Ten Days.** A maximum of ten (10) days of unpaid leave of absence may be taken by an employee annually with prior approval of the building principal.

**Subd. 2. Over Ten Days.** Employees may request the school board to approve an unpaid leave of absence for up to one (1) year as an unpaid/uncompensated leave of absence. Any leave request of over 10 days will be considered a leave defined for this subdivision. Granting such leave will be at the sole discretion of the school board. Employees may only request one such leave during their employment with the District. Employees who are granted such leave will be given a date by which they must notify the District of their intent to return to work or give up their right to employment with the District. The date of the return-to-work notice will depend upon the length of leave requested. Employees will not lose their seniority due to this leave, but they will be restricted as to how they will be reinstated to work as listed in the paragraphs below.

- a. **Leaves for less than one school year and that end prior to the end of a school year.** If the leave is for less than a school year and is after the bumping procedure described in Article IV, Section 2, Subd. 7, the District will fill the position as any other vacancy that occurs during the school year. Upon returning to work, the employee will be placed in the position that the employee held prior to the leave if that position is still available. If that position is no longer available, the employee may exercise bumping rights according to seniority.
- b. **Leaves for a school year or that terminate prior to next bumping session.** Employees returning to work under this scenario will not be guaranteed the same position which they vacated for their leave. They will instead participate in the bumping process according to their seniority. They will not, however be allowed to bump into a position that is not vacant unless there is no vacant position available that has, within 2.5 hours, the total weekly work hours of the position the employees held before their leave.
- c. **Leaves that continue over a bumping session but that terminate prior to the end of a school year.** Employees returning to work under this scenario only will be allowed to bump into the least senior position for which they are qualified, and which has, within 2.5 hours, the total number of weekly work hours that were with the position they held before their leave.

**Section 8. Bereavement Leave:** Bereavement leave shall be granted when there is a death in the immediate family that causes the employee to lose working time. Immediate family is defined as an employee’s spouse, parents, step-parents, children, step-children, grandchildren, sister, brother, grandparents, sister-in-law, brother-in-law, father-in-law,

mother-in-law, son-in-law, daughter-in-law, or grandparents of spouse. The bereavement leave shall not exceed three (3) scheduled working days if the distance traveled is 400 miles or less one way; four (4) scheduled working days if the distance traveled is more than 400 but less than 800 miles one way; or five (5) scheduled working days if the distance traveled is more than 800 miles one way. No less than four (4) scheduled working days shall be allowed in case of death of a spouse or child. This benefit does not apply to long-term substitutes working less than one-half year. Bereavement leave used shall be deducted from accumulated sick leave.

**Section 9. Association Leave Days:** At the beginning of each school year, the exclusive representative shall be credited with twelve (12) days to be used by the exclusive representative by union employees who are officers or agents of such for conducting the business of the exclusive representative. The exclusive representative agrees to notify the school superintendent of its designated representative(s) no less than 48 hours in advance when possible of such leave. Unless extreme circumstances dictate, no more than two (2) persons per day may use Association leave at a time. The superintendent will consider granting additional unpaid leave for reasonable time off if a request is made one week in advance of needing said leave. Rather than using unpaid leave, the employees may use accumulated paid leave (if available) instead of leave without pay.

#### ARTICLE VIII -- HOLIDAYS

**Section 1. Paid Holidays:** Employees shall be eligible for New Year's Day, Thanksgiving Day, Christmas Day, President's Day, Labor Day, and Memorial Day and shall be granted with pay on a prorated basis. Effective September 1, 2000, employees shall also be eligible for Good Friday with pay on a prorated basis.

Example: An employee working three (3) hours per day shall receive seven (7), three (3) hour holiday days per year.

#### ARTICLE IX -- SEVERANCE PAY/BENEFICIARIES RECEIVE EARNED SEVERANCE

**Section 1. Severance Pay:** Effective July 1, 2014, staff members who have been employees for at least nine (9) months per year in Independent School District No. 94 for ten (10) years and who are at least fifty-five (55) years of age shall, upon retirement, receive severance pay, according to the following schedule:

- Employees who have at least ten (10) years of experience at five (5) or more hours per day/25 hours per week shall receive \$80.00 for each day of unused sick leave, not to exceed 120 days.
- Employees who have at least ten (10) years of experience but do not have at least ten (10) years of experience at five (5) or more hours per day/25 hours per week shall receive \$55.00 for each day of unused sick leave, not to exceed 120 days.

**Section 2. Beneficiaries to Receive Earned Severance:** Any employee who meets the qualifications for retirement severance pay may designate a beneficiary or beneficiaries who will receive the employee's severance should that employee meet the contract qualifications for severance but die prior to retirement. In order for this payment to be received, it will be the employee's responsibility to designate a beneficiary with the district's business office.

#### ARTICLE X -- WORKERS' COMPENSATION

**Section 1. Reporting Injuries:** All injuries sustained, no matter how trivial they appear to be, must be reported to the superintendent's office within twenty-four (24) hours of the time of the accident.

**Section 2. Compensation:** Any employee who is injured in the line of duty shall receive such compensation and expenses prescribed by the Workers' Compensation Law of the State of Minnesota. Such compensation shall be supplemented with an amount sufficient to maintain the employee's regular salary for a period not to exceed accumulated sick leave. Sick leave shall be charged only for that portion in excess of the Workers' Compensation payment. Compensation will be based on the salary rate at time of injury and shall not increase during the period of time employee is receiving Workers' Compensation.

#### ARTICLE XI -- RETIREMENT

**Section 1. Health and Physical Disability:** The school board reserves the right to retire an employee if said employee is unable to perform the duties satisfactorily because of poor health or physical disability.

**Section 2. Pensions:** All employees of the school district are required to become members of retirement funds under the laws of the State of Minnesota.

#### ARTICLE XII -- MEDICAL EXAMINATION

**Section 1. Physical Examination:**

- a. The school board may require a physical examination of any employee at such time as deemed necessary. The cost of the examination shall be paid by the district.
- b. An employee who is not able to return to duty on the day following two (2) weeks of illness or injury shall present a certificate of ableness from a physician to the superintendent upon their return to work.
- c. An employee who has been absent from work because of a nervous disorder must present a satisfactory report from a physician to the superintendent before returning to work.
- d. An employee must have the permission of the superintendent to return to work if it is necessary for said employee to use crutches or if portions of the employee's body are bandaged, in slings, or if the condition of the body is of such a nature as to attract undue attention.

#### ARTICLE XIII -- REQUEST TO SCHOOL BOARD

**Section 1. Procedure:** All employees are encouraged and shall be given opportunities to express their wishes to the school board. However, all complaints and requests shall be made through appropriate channels. There are three (3) appropriate channels through which the wishes of the employees may reach the superintendent of schools and the school board.

- a. Through an authorized committee or president of an officially recognized employee organization.
- b. Through the line of authority.
- c. If employees wish to express a concern about a supervisor, they may speak directly with the following supervisor in the line of authority – building administrator or superintendent. They may bring a union representative with them if they so choose.

**Section 2. Communications:** The union and school administration will schedule up to two (2) meetings per year to discuss policies and other matters relating to their employment which are not terms and conditions of employment. It will be up to the union leadership to request and schedule meeting times with the Central Administration Office. Employee representatives at these meetings should include one (1) representative from each school building and the union stewards (maximum of six (6) employees – one or more stewards may double as building representatives). Up to one (1) hour of additional time may be recorded on the timesheets for meetings beyond the employees' regular work day.

## ARTICLE XIV -- MAINTENANCE OF MEMBERSHIP

Employees occupying positions covered by this Agreement, after thirty (30) days beyond the probationary period, must become members of Local 545 and must remain members in good standing thereafter. A copy of this contract will be issued to each new member.

## ARTICLE XV -- GRIEVANCE PROCEDURE

**Section 1. Grievance Definition:** A "grievance" shall mean a disagreement between the employee and the school board as to the interpretation of any terms of any contract required under PELRA.

**Section 2. Representative:** The employee, superintendent, or school board may be represented during any step of the procedure by a person designated to act in their behalf.

**Section 3. Definitions and Interpretations:**

**Subd. 1. Variation from Procedure:** The parties, by mutual written agreement, may waive any step and extend any time limits in a grievance procedure. However, failure to adhere to the time limits will result in a forfeit of the grievance, or, in the case of the employer, shall constitute a denial of the grievance.

**Subd. 2. Days:** "Days" mean calendar days excluding Saturday, Sunday and legal holidays as defined by Minnesota Statutes, or non-duty days during the school year.

**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, legal holiday, or non-duty day during the school year.

**Subd. 4. Filing or Service:** 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 or is received within the time period through personal service.

**Section 4. Step One:** Any grievance must first be submitted in writing to the superintendent within twenty (20) days after the date of the event or through the use of reasonable diligence, the employee should have had knowledge of the occurrence that gave rise to the grievance. An effort may first be made to adjust an alleged grievance informally between the employee and the parties. The superintendent will answer the employee in writing within fifteen (15) days of receipt of the written grievance.

**Section 5. Step Two:** In the event the grievance is not resolved in Section 4, the employee may submit an appeal to the school board in writing within ten (10) days of the receipt of the superintendent's decision. The School Board will set a date, which is mutually agreeable for hearing the appeal within ten (10) days after receipt of the appeal. Within five (5) days after the meeting, the school board shall issue its decision in writing to the parties involved.

**Section 6. Arbitration Procedures:** Any controversy or dispute which has been submitted to the grievance procedure and not there resolved may be submitted to arbitration as defined herein.

**Subd. 1.** The employee must submit his/her request to arbitrate to the superintendent's office within ten (10) days of receipt of the school board's decision.

**Subd. 2. Selection of the Arbitrator:** The school board, the employee and his/her representative will endeavor to select a mutually acceptable arbitrator to hear and decide the grievance. If the school board and the employee are unable to agree on an arbitrator, they will request from the Director of BMS a list of five (5)

names. The parties shall alternately strike names from the list of five (5) arbitrators until only one (1) name remains. If the parties are unable to agree on who shall strike the first name, the question shall be decided by the flip of a coin. The remaining arbitrator shall hear and decide the grievance.

**Subd. 3. Hearing:** The grievance shall be heard by a single arbitrator and both parties may be represented by such person or persons as they may choose and designate and the parties shall have the right to a hearing at which time both parties will have the opportunity to submit evidence, offer testimony and make oral or written arguments relating to the issues before the arbitrator. The proceeding before the arbitrator shall be a hearing de novo.

**Subd. 4. Decision:** Decisions by the arbitrator in cases properly before him/her shall be final and binding upon the parties, subject, however, to the limitations of arbitration decisions as provided by in the P.E.L.R.A. of 1971, as amended.

**Subd. 5. 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. The parties shall share equally fees and expenses of the arbitrator and any other expenses, which the parties mutually agree are necessary for the conduct of the arbitration.

**Subd. 6. Jurisdiction:** The arbitrator shall not have the power to add, to subtract from, or to modify in any way, the terms of the existing Agreement.

**Subd. 7. Processing of Grievance:** Processing of all grievances shall be during the normal work day whenever possible and employees shall not lose wages due to their necessary participation. For purposes of this paragraph, employees entitled to wages during their participation in a grievance proceeding, are as follows:

- a. The number of employees equal to the number of persons participating in the grievance proceeding on behalf of the public employer; or
- b. If the number of persons participating on behalf of the public employer is less than three (3), three (3) employees may still participate in the proceedings without loss of wages.

## **ARTICLE XVI -- DISCIPLINE AND TERMINATION**

The disciplinary process described herein is designed to utilize progressive steps and, where appropriate, to produce positive corrective action.

**Section 1.** Upon completion of the probationary period, an employee shall be disciplined and discharged only for just cause. Disciplinary action shall be progressive and follow the steps listed below: (1) oral warning; (2) written warning; (3) suspension (paid or unpaid) and/or demotion, and (4) discharge.

In cases of serious misconduct or incompetence, discipline need not be progressive and may for a first offence involve an appropriate suspension or discharge. Misconduct of an employee will result in the imposition of discipline consistent with the seriousness of the misconduct.

**Section 2. Procedures for Administering.** In an instance where any form of discipline is imposed the employee's supervisor will:

- a. Advise the employee of any inadequacy, deficiency of conduct which is the cause of the discipline, either orally or in writing. If given orally, the supervisor will document the fact that an oral warning was given to the employee specifying the date, time, and nature of the oral warning.

- b. Provide directives to the employee to correct the conduct or performance.
- c. Forward copies of all writings to the administrator in charge of personnel for filing in the employee's personnel file.
- d. Allow a reasonable period of time, when appropriate, for the employee to correct or remediate the performance or conduct.
- e. Specify the expected level of performance or modification of conduct to be required from the employee.

**Section 3.** During an investigative process, employees have the right to request to have a union representative present during an interview when the employee reasonably believes that the interview is likely to result in disciplinary action (Weingarten Rights). Management is not required to inform the employee of these rights; but once an employee requests representation, management has three options:

1. Grant the request and delay questioning until the union representative arrives and (prior to the interview continuing) the representative has a chance to consult privately with the employee;
2. Deny the request and end the interview immediately; or
3. Give the employee a clear and voluntary choice between having the interview without representation, or ending the interview.

**Section 4.** A written record of all disciplinary actions other than oral reprimands shall be entered into the employee's personnel record. A record of an oral reprimand may be entered into the personnel record. If an oral reprimand is included in an employee's file, that reprimand will be removed from the employee's file in two years if no further disciplinary action on that matter has been taken and the employee asks to have that oral reprimand removed. An employee shall receive a copy of all evaluative and disciplinary entries into their own personnel record and shall be entitled to provide a written response to those entries which shall be placed with the entry in the employee's record. The employee must provide that written response within 15 calendar days from the time the employee is notified of the record.



**SCHEDULE C: CLASSIFICATIONS AND WAGES**

**PAC HOURLY PAY RATE SCHEDULE: JULY 1, 2017 – JUNE 30, 2020**

STEPS	2016 - 2017	2017 - 2018	2018 - 2019	2019 - 2020
<b>SALARY SCHEDULE INCREASE</b>		<b>2.5%</b>	<b>2.5%</b>	<b>0%</b>
<b>Paraprofessionals</b>				
1	\$15.86	\$16.26	\$16.66	\$16.66
2	\$16.09	\$16.49	\$16.90	\$16.90
3	\$16.11	\$16.75	\$17.17	\$17.17
4	\$16.59	\$17.00	\$17.43	\$17.43
5	\$16.83	\$17.25	\$17.68	\$17.68
6	\$17.08	\$17.51	\$17.94	\$17.94
7	\$17.34	\$17.77	\$18.22	\$18.22
8	\$17.59	\$18.03	\$18.48	\$18.48
9	\$17.86	\$18.31	\$18.76	\$18.76
<b>LPN Assistants</b>				
1	\$18.77	\$19.24	\$19.72	\$19.72
2		\$19.52	\$20.02	\$20.02
<b>AIE Tutors: Credit for yrs. of in-district experience up to limits identified on the salary schedule. Each year going forward from this contract, one more step becomes available up to the maximum number of steps – currently seven steps.</b>				
1	\$15.86	\$16.26	\$16.66	\$16.66
2		\$16.49	\$16.90	\$16.90
3		\$16.75	\$17.17	\$17.17
4		\$17.00	\$17.43	\$17.43
5		\$17.25	\$17.68	\$17.68
6			\$17.94	\$17.94
7				\$18.22
<b>AIE Liaisons: Credit for yrs. of in-district experience up to limits identified on the salary schedule.</b>				
1	\$16.83	\$17.25	\$17.68	\$17.68
2		\$17.51	\$17.94	\$17.94
3		\$17.77	\$18.22	\$18.22
4		\$18.03	\$18.48	\$18.48
5		\$18.31	\$18.76	\$18.76
6			\$19.03	\$19.03
7				\$19.30
<b>COTA</b>				
1	\$19.33	\$19.81	\$20.31	\$20.31
2	\$19.93	\$20.43	\$20.94	\$20.94

**Placement on the salary schedule will be as follows:**

1. Employees hired prior to December 31, get credit for the full year. Employees hired after December 31, do not move a step until the end of the following school year.
  - a. All new employees, beginning with the 2008-2009 school year will start on Step 1.
2. This salary schedule will be used for summer school employment.

**Longevity Pay:**

Longevity pay, based on years of service as a paraprofessional, AIE tutor or liaison, or a COTA in the school district (adjusted for full year leaves of absence), is effective July 1, 2014, and will be paid according to the chart listed below. Employees hired between July 1, and December 31, will have their first year of service credited July 1 following their hire. Employees hired between January 1 and June 30 will have their first year of service credited the second July 1<sup>st</sup> following their hire. Longevity pay will begin in September of the year in which the employee begins their 11<sup>th</sup> year of service.

**For example:**

Employee Seniority Date: 10/1/2000  
Employee did not incur any full year leaves of absence)

Longevity years of service as of 7/1/15: 15 years (Note: Start 15<sup>th</sup> year beginning 10/1/15)

Longevity pay September 2015 – May 2016: \$50.00 per month

**New Longevity**

	2017-2018	2018-2019	2019-2020
	Per Month	Per Month	Per Month
10 – 14 Years	\$ 50.00	\$ 75.00	\$ 80.00
15 – 19 Years	\$ 75.00	\$ 100.00	\$ 105.00
20+ Years	\$ 100.00	\$ 125.00	\$ 130.00

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**MINIMUM QUALIFICATIONS FOR  
EMPLOYEE CATEGORIES**

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**TITLE I ASSISTANT**

1. Reading and math background.
2. Ability to tutor students on a one-to-one basis or in small groups/teams.
3. Demonstrated knowledge in the use of technology.

**GENERAL EDUCATION ASSISTANT**

1. Ability to work effectively with and tutor students on a one-to-one basis or in small groups/teams.
2. Demonstrated knowledge in the use of technology.

**MULTI-PURPOSE COMPUTER LAB MANAGERS (ASSISTANTS)**

1. Existing knowledge and demonstrated understanding of technology, including computer hardware, software applications and networks. (Administer self-assessment technology survey)
2. Ability to provide technology training and technical assistance to students and staff.
3. Ability to integrate technology for all users.
4. Formal technology training preferred but not required.
5. Demonstrated knowledge of maintenance of equipment.
6. Work with students including teacher in whole class groups and without teacher in small groups.

**MEDIA CENTER ASSISTANT**

1. Ability to integrate technology for all users.
2. Ability to utilize electronic library automation system.
3. Ability to work with students including teacher in whole class groups and without teacher in small groups.
4. Demonstrated knowledge of the use and maintenance of computers and audio-visual equipment.

**SPECIAL EDUCATION ASSISTANT**

1. Physical requirements.
2. Ability to tutor students on a one-to-one basis or in small groups/teams.
3. Demonstrated knowledge in the use of technology.

**LICENSED PRACTICAL NURSE**

1. Must hold current LPN license.
2. Physical requirements.
3. Demonstrated knowledge in the use of technology.

