

**COLLECTIVE BARGAINING AGREEMENT**

**Between**

**INDEPENDENT SCHOOL DISTRICT NO. 709  
DULUTH, MINNESOTA**

**and**

**PARAPROFESSIONALS**

**EFFECTIVE DATES**

**July 1, 2021  
to  
June 30, 2023**



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# **AGREEMENT**

**Between**

**Paraprofessionals  
and  
Independent School District No. 709  
St. Louis County, Minnesota**

## **PREAMBLE**

***THIS AGREEMENT*** was entered into by and between ***AFSCME Council 5, Local 66 and Independent School District No. 709***, St. Louis County, Minnesota.

***NOW, THEREFORE***, in consideration of the mutual promises and agreements between the parties contained herein, the parties agree as follows:

## **ARTICLE 1**

### **Union Recognition and Unit Description**

***Section 1*** - The School District formally recognizes AFSCME Council 5, Local 66 as the exclusive bargaining agent for all paraprofessionals who work more than 12.5 hours per week or more than thirty-five percent (35%) of the normal work week within the bargaining unit, and more than sixty-seven (67) work days per year, excluding all other employees.

***Section 2*** - The Union shall be the duly authorized representative of said employees with respect to the terms and conditions of employment, including hours of employment, the compensation therefore including fringe benefits except retirement contributions or benefits, and the employer's personnel policies affecting the working conditions of the employees, and shall have the rights granted to it by the applicable laws of the State of Minnesota. It is agreed that the School District will not bargain individually or collectively in regard to any matter affecting conditions of employment of said employees, or affecting the role of the Union as exclusive bargaining agent, with any other organization or person, except as may be required by law.

## **ARTICLE 2**

### **Definitions**

The term ***"School Board"*** as used in this contract shall mean the School Board of Independent School District No. 709, St. Louis County, Minnesota.

The term ***"Employer"*** as used in this contract shall mean Independent School District No. 709, St. Louis County, Minnesota.

The term ***"School District"*** as used in this contract shall mean Independent School District No. 709, St. Louis County, Minnesota.

The term **"Union"** as used in this contract shall mean AFSCME Council 5, Local 66.

The term **"Appointing Authority"** as used in this contract shall mean the Human Resources Manager or a staff member delegated to perform those functions required of an appointing authority under this contract.

The term **"Position"** means any office or place of employment in the classified service of the School District with duties and responsibilities calling for the full-time or part-time of one (1) person in the performance and exercise thereof.

The term **"Permanent Position"** means any position in the classified service of the School District, which has required or which is likely to require the services of an incumbent without interruption for a period of sixty-seven (67) working days or more in any calendar year.

The term **"Temporary Employee"** means a person hired to fill any position in the School District, which requires or is likely to require the services of any incumbent for a period of less than sixty-seven (67) working days.

The term **"Employee"** means a person who is an incumbent of a position in the classified service of the School District or who is on leave of absence according to these rules and whose position is held for him/her pending his/her return.

The term **"Substitute"** means an appointment to fill a vacancy in a permanent position caused by the absence of a regular incumbent.

The terms **"Class"** or **"Class of Positions"** means a group of positions established under these rules sufficiently similar in respect to the duties, responsibilities, and authority thereof that the same descriptive title may be used to designate each position allocated to the class, that the same requirements as to education, experience, capacity, knowledge, proficiency, ability, and other qualifications should be required of the incumbents, that the same tests of fitness may be used to choose qualified employees, and that the same schedule of compensation can be made to apply with equity.

The terms **"Title," "Class Title,"** or **"Classification Title"** means the designation given under these rules to a class, to each position allocated to the class, and to the incumbent of each position allocated to the class.

### **ARTICLE 3**

#### **Re-Employment Right**

**Section 1 - Re-Employment List.** The name of any person holding a permanent position in the classified service who has performed his/her duties satisfactorily and has been laid off without fault on his/her part, or of any person on probation who has performed his/her duties satisfactorily and has been laid off without fault on his/her part shall be placed on the re-employment list for the appropriate class; or whenever any person has taken leave of absence and is ready to return to duty when a position in the class is open, or has resigned in good standing and, with the consent of the appointing authority and of the School Board, has withdrawn his/her resignation, and who has not been restored to his/her position.

**Section 2 - Arrangement of Names on Re-Employment List.** The names shall be arranged on the re-employment list in order of the employee's School District seniority; provided that after a period of two (2) years a name shall be removed from the list and the person notified of such action unless the two (2) year period is extended by the School Board. The appointing authority may remove from the list, the name of any person who, without giving a satisfactory reason, refused to accept an appointment offered to him/her or fails to respond within five (5) business days to the School District's attempts to contact them by regular mail. If an employee responds to the School District to say they are not interested in a posting and they provide a satisfactory reason for declining the vacant position they will stay on the re-employment list.

**Section 3** - Persons who are on the re-employment list shall be re-employed ahead of employees from outside the bargaining unit, provided they satisfy the requirements of Sections 1 and 2 of this Article and meet the qualifications of the job.

#### **ARTICLE 4** **Management Rights**

It is understood and agreed that the School District, on its own behalf and on behalf of the citizens whom it represents, hereby possesses, retains, and reserves unto itself the right to manage, direct and control all School District functions in all particulars except as limited by the terms of this Agreement or by applicable federal and state law.

#### **ARTICLE 5** **Seniority**

**Section 1** - Seniority shall be determined by date of hire in the unit.

**Section 2** - Time spent on paid sick leave shall count toward seniority. Time spent on special leaves of absence over thirty (30) days, except military, union and maternity, shall not be counted toward seniority.

**Section 3** - Seniority lists shall be available on-line and brought up to date February 1 of each year. Employees shall have fifteen (15) working days after the list is posted on-line to raise objections to their seniority rating. Any employee failing to protest his/her seniority as shown on such list within the fifteen (15) day period referred to above, shall be considered to have confirmed his/her seniority as listed.

**Section 4** - In implementing any section of this Agreement where an action governed by seniority is to occur, including, but not limited to layoff or reduction, and where it is determined that two (2) or more persons in the class in which the action is to occur have the same seniority date the break in the tie shall be determined as follows. First, the employee with the earliest birth month; second, the employee with the earliest birthday in that month and; lastly, if still ties, by the flip of a coin.

#### **ARTICLE 6** **Probation**

**Section 1 - Probation Period.** Any person when first appointed to a position in the unit shall be on probation for a period of one (1) calendar year. After completion of the one (1) year probationary period, the probation period for transfers, promotions, and demotions, whether voluntary or involuntary shall be

for a period of six (6) months not counting time worked in a summer school assignment. If an employee is laid off or demoted without fault on his/her part during the initial probationary period, and such employee is appointed to a new position, that employee shall continue serving his/her remaining initial probation period, but in no case shall that probation period in the new position be less than six (6) months. Any person may be rejected on probation after the initial one (1) calendar year probationary period if he/she fails to complete all professional development requirements

**Section 2 - Rejection on Probation.** The appointing authority may at any time before the expiration of the probation period fixed according to these rules, reject any person appointed to a position, provided that the appointing authority shall forthwith inform the employee in writing such rejection on probation, stating the date the rejection becomes effective and the reasons for the rejection. If the appointing authority is not satisfied that a probationer's work or attitude is sufficiently satisfactory to warrant his/her recommending that the employee be granted permanent status, he/she may recommend extension of the employee's probationary period for a specified period of time not to exceed six (6) calendar months; provided the recommendation shall be reported to the employee in writing at least fifteen (15) days before the date the employee's probationary status expires. A copy of such recommendation for extension of probationary period shall be furnished to the Union. During the probationary period the District shall have the unqualified right to suspend without pay, terminate or otherwise discipline such employee. Additionally, during the probationary period the employee shall have no recourse to the grievance procedure insofar as suspension, termination or other discipline is concerned.

**Section 3 - Name of Rejected Probationer May Be Placed on Re-Employment List.** Any probationer rejected as provided in the preceding Section shall be considered permanently separated from the position he/she has held; provided, that an employee promoted and then rejected during the probation period shall have the right to assume the position from which he/she was promoted if it is not occupied by a permanent employee, and in case he/she is not restored to his/her former position, the appointing authority shall place his/her name on the re-employment list.

## **ARTICLE 7**

### **Vacancies, Transfers, Promotions, Demotions, Reclassifications**

**Section 1 - Vacancies.** A vacancy shall be any position open as a result of being newly created or because of resignation, retirement, transfer, promotion, or demotion. Any permanent position to which more than ten (10) hours per week per school year is added or any permanent position which moves from non-benefit to benefit eligible shall be considered a vacancy.

**Section 2 - Vacancies from the first (1<sup>st</sup>) day of school with students, until the last day of the first (1<sup>st</sup>) Middle/High School term, shall be posted.** Employees may bid on and accept only one (1) bid, unless bidding on and accepting a position that will move an employee's eligibility for benefits from non-eligible to eligible or increase their total number of hours by at least ten (10) hours per week. Vacancies occurring from the first day of the second Middle/High School term through the last day of the school year will be considered temporary and will need to be posted for the following year. Vacancies shall be filled by most senior capable, qualified and eligible bidders. Internal applicants selected will be temporary appointees and will be placed on the re-employment list at the completion of their temporary appointment. They will then go through the displacement process conducted after the end of the school year.



External applicants who work in excess of the sixty-seven (67) day requirement will be placed on the re-employment list and are eligible to participate in the displacement process conducted after the end of the school year.

Vacancies shall be filled by the posting and bidding process until there is no bid, or until a maximum of two (2) such vacancies become filled, whichever comes first. The remaining vacancies will be filled from the re-employment list first and then the sub pool. Bids shall be awarded within fourteen (14) working days.

**Option.** The administration may deny a transfer and/or promotion under this Article to not more than four (4) posted positions occurring between September 1 of one year and September 1 of the following year. This denial shall be called an "*option*". Options shall not accumulate from one year to the next. When the District exercises an option under this Article, the employees affected and the union shall be notified.

All Paraprofessionals who applied for a vacancy shall be notified by School District email of all bid outcomes.

***Section 3 – Posting Vacancies Will Occur as Follows.*** The first day of the school term through the last day of school, postings will be for seven (7) calendar days. Postings will go up at 4:00 p.m. and will come down at 4:00 p.m.

After the last day of the school year, postings from June through the end of the week before school starts will be seven (7) calendar days. Postings will go up at 4:00 p.m. and close at 4:00 p.m.

All postings shall be posted on the School District's website. In addition, Human Resources will notify employees on a weekly basis of all new job postings via email.

Any employee, who is not physically able to put in bids, may designate a proxy in writing to do so on his/her behalf with the Human Resources Department.

***Section 4 – Temporary Re-Assignments.*** Any temporary re-assignments of twenty-four (24) hours or more and anticipated to last more than sixty-seven (67) days, shall be posted as a temporary re-assignment. The eligible bidder who accepts the position will be ineligible to bid again until the end of the temporary assignment or the April 1 postings. The School District will fill the position vacated for the temporary assignment by utilizing the re-employment list first, and then the sub pool list. Should there be no eligible bidders the re-assignment shall be filled first from the re-employment list and then the sub pool list.

In extreme staffing shortages, the School District reserves the right to temporarily reassign employee(s) for an undetermined period of time to cover the shortage. A list of volunteers will be created by the District. If there are no volunteers, placement will occur by inverse seniority from the closest District building. If the position of reassignment is in a higher pay grade, the employee will be paid at the rate of that pay grade.

Temporary positions anticipated to last less than sixty-seven (67) days will be filled first (1<sup>st</sup>) from the re-employment list and then from the sub pool list.

Any temporary military leave or special leave of absence shall be filled as above regardless of number of hours.

**Section 5 – Overtime.** Any employee within the bargaining unit required to work over forty (40) hours per week shall be paid time and one-half (1 ½) his/her regular rate of pay for each hour worked in excess of forty (40) hours. All overtime work must be approved in advance by the Superintendent of Schools or his/her designee. Overtime shall be computed to the nearest fifteen (15) minutes.

**Section 6 – Lunch Period.** Where a lunch period is scheduled, the employee shall be afforded a one-half (1/2) hour non-paid lunch time. The lunch period shall not be scheduled earlier than one-half (1/2) hour prior to their school's regularly scheduled period for children, nor later than one-half (1/2) hour after such regularly scheduled lunch period. Employees required to be on duty during their lunch period shall be paid for such time.

**Section 7 – Classifications.** The employer agrees to meet with the Union representative prior to the time a position in this unit is classified or reclassified in an effort to agree on an appropriate wage rate for the position. Should the parties not agree on such appropriate wage rate to be paid, either party may, in writing, appeal the dispute to the Human Resources Committee of the School Board of Independent School District No. 709. The decision of the Human Resources Committee shall be final and binding upon both parties. Thereafter, such final and binding decision shall be presented to the School Board for ratification without opposition by either party.

**Section 8 – Pay Periods, Direct Deposit, Rates of Pay.**

- a. Employees shall be paid bi-weekly through the 2021-2022 contract year. The School District may pay such employees in the bargaining unit by depositing into such banks or credit unions as the employee shall designate, the net salary or wages owed to such employees. If the employee does not designate a bank or credit union, the School District will designate a bank or credit union for the employee, which allows the employee to withdraw such salary or wage payments from such bank or credit union without charge to the employee.
- b. Twice-monthly Pay Schedule: Commencing July 1, 2022 or July 1 of any year thereafter, the School District will have the option of converting the pay periods for employees to a twice-monthly schedule in which there will be twenty-four (24) pay periods for payment of equal installments of salary in a fiscal year. Employees will be paid on the 15<sup>th</sup> of each month and the last day of each month. If the 15<sup>th</sup> day or last day of the month falls on a weekend or a holiday, the employee will be paid on the first business day prior to the 15<sup>th</sup> or the last day of the month. The District must provide employees at least two months' written notice prior to converting to a twice-monthly pay schedule.
- c. Wage rates and step procedures shall be paid all employees as per Addendum A1.
- d. When an employee is promoted to a position with higher pay, the employee's salary shall be increased to that salary in the new pay range, which is next over the salary the employee was receiving prior to promotion. An employee who is reclassified to a new pay group shall receive the hourly rate of pay which is in the same step column that they currently occupy. The employee shall then progress through the steps as provided in section d. However, if at any time an employee is promoted to a pay level previously held, the employee shall receive the same step in the wage schedule that they previously held. In no case will an employee who is promoted to a previously held position receive a lower rate of pay than was paid before. These employees shall continue to progress through the pay steps as though they had not left the previous position.

When employees are demoted to a lower classified position, the employee shall remain at the same step in the new (lower) pay range, or be placed at a previously held step in the pay range, whichever is higher, and shall continue through the steps as though they had not been demoted.

When an employee is transferred to a new or formerly held classification within the same pay range, the employee will continue in the same step of the pay range and continue to progress through the steps as though there had been no transfer.

- e. Beginning with the 2022-23 contract year, newly hired employees shall be hired on the salary schedule to which their education attainment and experience at the time of hiring entitles them to be placed. Any applicant failing to advise the School District at the time of hiring of their education or experience shall not be entitled to later use to obtain advancement on the salary schedule. Employees thereafter shall advance steps based on the timelines set forth in the salary schedule.
- f. Except those specified to the contrary in Section c, employees shall remain in the first step as specified above until the beginning of the next pay period following completion of twelve (12) calendar months of service at which time he/she shall advance one (1) step in the pay schedule. After completion of two (2) calendar years of service, four (4), six (6), eight (8), ten (10), twelve (12) and fourteen (14) calendar years in a class, the employee shall advance to the next step in the pay schedule at the beginning of the next pay period.
- g. This schedule is in compliance with the minimum wage requirements of the Federal Fair Labor Standard Act applicable to non-professional school employees. In no case shall any employee receive less than that required for non-professional school employees under the provisions of the Federal and State Fair Labor Standards Act, but this shall not affect the other rates provided herein.
- h. Reduction Allowed. Upon the request of an employee or by the appointing authority, an employee may be reclassified from a higher to a lower classified position, which in the discretion of the appointing authority; the employee is eligible to fill.
- i. Appointing authority shall make recommendations to School Board for demotion. The appointing authority proposing the demotion of an employee shall make his/her recommendation in writing to the School Board, and shall supply the employee with a copy of such recommendation, and such recommendation shall give the future date on which the proposed demotion is to become effective, the class to which it is proposed to demote the employee, the new rate of pay, and any other information that the School Board may require, including the specific reasons why such demotion is for the good of the School District; provided, that the recommendation shall also advise the employee that he/she may grieve pursuant to Article 13 if he/she does not agree with the appointing authority's recommendations.

## **ARTICLE 8**

### **Displacement/Layoff Procedure**

**Section 1** - When it becomes necessary through lack of funds or for other cause for which the employee is not at fault to reduce the number of hours assigned to a position in excess of ten (10) hours per week during a contract year, or results in a loss of health benefit eligibility or to reduce the number of employees in a given classification, the reduction shall occur in the following order and manner:

- a. Those employees so affected, may bid for vacancies for which they are qualified in accordance with Article 7 of this Agreement;
- b. Any permanent employee in an affected position shall be permitted to exercise School District seniority rights to replace an employee with less seniority in the same or another job classification. The affected employee may bump any employee who is less senior in School District seniority and who is one of the sixty (60) lowest senior employees on the seniority list, provided the employee has the physical fitness and ability and meets the minimum qualifications to perform the duties in the new position.

For the purposes of bumping, the following program classifications are established:

<b>CLASSIFICATION I</b>	
Instructional Paraprofessional (Headstart, Title I, ECFE, Learning Readiness)	Special Education Paraprofessional/ Student Specific
Health Paraprofessional	Special Education Paraprofessional/LPN
Health Paraprofessional/LPN	Special Education Program Paraprofessional
Media Paraprofessional	Supervisory Paraprofessional
Special Education Paraprofessional/BW	Early Childhood Supports and Screening Assistant

<b>CLASSIFICATION II</b>	
Asian Oriented Paraprofessional	Integration Specialist/ Cultural Facilitator Paraprofessional
Certified Lifeguard Paraprofessional	Licensed Cued Speech Transliterater
Certified Occupational Therapy Assistant (COTA)	Licensed Sign Language Interpreter/Transliterater
Child Care Paraprofessional	Management Information Systems
Community Liaison Paraprofessional	Mental Health Practitioner
Cultural Center Paraprofessional	Physical Therapy Assistant (PTA)
Cultural Immersion Program Paraprofessional	Pre-licensed ASL Interpreter
Cultural Liaison Paraprofessional	Pre-licensed Cued Speech Transliterater
ELL	Language Facilitator-Sign
Experience Center Manager	Special Education Paraprofessional/ RN
Family Service Workers	Technical Tutor
Graphic Artist	Technical Tutor/Auto Mechanic
Indian Oriented Paraprofessional	Technical Tutor//Evaluation & Testing
Indian Student Services Coordinator	Technical Tutor/Industrial Technician
American Indian Home School Liaison	Transition Liaison Paraprofessional

Classification I incumbents affected by position elimination or bumping may not bump less senior employees in Classification II. Classification II incumbents so affected may bump less senior employees in Classification I.

- c. An employee displaced in the process shall have the rights as detailed above in 1(a) and 1(b).
- d. During any layoff, no temporary or original probationary employee shall be employed while any permanent qualified employee under this bargaining unit is laid off and requests work.
- e. An employee not assigned to a position under these provisions shall be placed on the re-employment list by School District seniority.
- f. The School District shall give notice in writing to the employee or employees to be laid off and shall transmit to the Union the names of those so notified.
- g. This Article shall be grievable pursuant to Article 13 of this Agreement.

**Section 2** - In implementing Section 1 of this Article, where it is determined that two (2) or more persons in the class in which the layoff or reduction is to be made have equal seniority, the order of layoff or reduction in such tie cases shall be determined in accordance with the process identified in Article 5, Section 4. If a coin flip occurs, a Union representative shall be present at such determination. The Union and affected employees shall be notified in writing of the outcome.

**Section 3 - Employees Choosing Not to Exercise Their Bumping Rights.** Employees who do not meet the minimum requirements of a position, or qualify for bumping rights under Article 8, but choose not to exercise their bumping rights will be placed on the re-employment list and will not be considered laid off.

Such employees may apply for substitute positions but shall not be given first preference as covered by 1(e) of this Article.

**Section 4** – The parties agree to meet and confer prior to March 1 regarding the process of posting, bidding and bumping related to projected school closures.

## **ARTICLE 9**

### **Summer Work Assignments**

**Section 1** - Assignment of summer work shall be made to those employees who request to work during the summer recess on the following basis:

- a. Employees who are regularly assigned to work within a program offered during the summer shall be assigned to such work before other persons. Where two (2) or more programs are identical and only one (1) is offered in the summer, the senior applicant applying using School District seniority shall be assigned.
- b. By total School District seniority per request of those who qualify.
- c. Employees shall be notified of their summer assignments at least two (2) weeks prior to the start of the summer session, if possible.

**Section 2** - Assignment of summer work shall be made to those employees in Extended School Year Special Education programming as follows:

- a. Offered first to the employee who performed the job during the school year.
- b. Offered to the most senior employee in the program classification as defined in Article 8.
- c. Offered to the most senior paraprofessional who meets the minimum qualifications of the position.
- d. By total School District seniority.

All employees who are employed during the summer recess or called into substitute during the summer recess shall be paid at the rate of the classification in which they are assigned.

## **ARTICLE 10**

### **Suspensions**

**Section 1 - Suspension.** The appointing authority and, in his/her absence, the designee acting in his/her place, may for disciplinary purposes suspend without pay any employee under supervision from the performance of his/her duties for one (1) or more periods aggregating not more than thirty (30) days in a calendar year on account of inefficiency, incompetency, misconduct, negligence, insubordination, disloyalty, or other sufficient cause.

**Section 2 - Employee to Be Notified of Suspension.** In case the appointing authority or his/her designee acting in his/her place suspends any employee, he/she shall forthwith give written notice to the suspended employee stating the reason for the suspension and the duration thereof, and shall forthwith personally deliver such written notice to the employee or mail it to his/her last known address; he/she shall also forthwith send to the Union a copy of such notice sent to the employee. Such notice shall also advise the employee that he/she may grieve pursuant to Article 13 if he/she disagrees with the action of the appointing authority.

## **ARTICLE 11**

### **Resignations**

**Section 1 - Resignations.** Any employee in the classified service who wishes to resign in good standing shall give the appointing authority written notice of at least two (2) weeks, unless the appointing authority consents to his/her leaving on shorter notice.

**Section 2 - Resignations Without Notice.** If any employee resigns from the classified service without giving the required notice, the appointing authority shall enter that fact on his/her personnel file, and such failure to give the required notice may be considered sufficient reason for rejecting any future application from him/her for employment in the School District.

**Section 3 - Resignations May Be Withdrawn.** Any employee who has resigned after giving proper notice may, within thirty (30) days after termination of employment, and with the consent of the School Board and appointing authority, withdraw his/her resignation and be restored to the position vacated if it is still vacant or is filled by a temporary employee, and if it is not, he/she may, upon written request to the appointing authority, have his/her name placed on the re-employment list.

**Section 4 - Resignation May Be Presumed in Certain Cases.** Any employee who is absent from duty for three (3) consecutive business days without securing leave from his/her supervisor or without notifying him/her of the reason for his/her absence and the time when he/she expects to return, or who fails to notify the appointing authority of his/her readiness to resume his/her duties within five (5) business days after the expiration of a leave of absence, shall be considered to have resigned, and such resignation shall be treated as a resignation without notice, unless it can be proven that the employee had sufficient and good cause for not reporting for duty.

## **ARTICLE 12**

### **Removals**

**Section 1 - Removals.** Any employee holding a position in the classified service who has completed the probationary period prescribed in accordance with these rules may be removed only for cause; that in no case may an employee be removed on account of his/her religious or political opinions or affiliations or for refusing to contribute to a political fund or to render political service.

**Section 2 - Causes for Removal.** The following shall be sufficient cause for removal, though removals may be made for causes other than those enumerated:

- a. That the employee is incompetent or inefficient in the performance of his/her duties.
- b. That the employee has been wantonly careless or negligent in the performance of his/her duties.
- c. That the employee has been brutal in his/her treatment of public charges, fellow employees, or other persons.
- d. That the employee has been offensive in his/her conduct toward his/her fellow employees or the public.
- e. That the employee has some permanent or chronic physical or mental ailment or defect, which incapacitates him/her for the proper performance of his/her duties.
- f. That the employee has failed to obey reasonable direction given him/her by his/her supervisor when such violation or failure to obey amounts to insubordination or serious breach of discipline which may reasonably be expected to result in a lower morale in the organization or to result in loss, inconvenience, or injury to the School District or to the public.

- g. That the employee has been convicted of a criminal offense.
- h. That the employee, through negligence or willful conduct, has caused damage to public property or waste of public supplies.
- i. Employee's job performance is impaired due to his/her tardiness or absence from work.
- j. That the employee removed public or personal property from his/her place of employment without the owner's or supervisor's approval.
- k. That the employee knowingly falsified any record or report required or authorized to be kept by the School District; or knowingly made a false statement, or misrepresented or concealed any material fact, or deceived or committed any fraud in any application for employment with the School District.

**Section 3 - Who May File Removal Charges.** The appointing authority may file written charges, in duplicate, for the removal of any employee in the classified service; provided that the appointing authority shall file charges against any employee in the classified service whose service ratings, as determined by the reports of the rating officers or by investigation are unsatisfactory for two (2) consecutive rating periods; and provided further, that the appointing authority may suspend without pay the employee against whom charges are filed, pending resolution of the matter through the grievance procedure of this Agreement should the employee file a grievance.

**Section 4 - Charges to State Grounds for Removal.** Any charges filed against any employee shall state specifically the cause or causes enumerated in this rule or other cause considered sufficient to constitute grounds for removal, and in addition, the specific act or acts of the employee constituting such cause; provided, that in no case shall such vague and indefinite charges as "for the good of the School District" be considered reason for removal.

**Section 5 - Appointing Authority to Mail Notice of Charges to Employee.** Upon receiving any charges, the Human Resources Manager shall forthwith mail one (1) copy by registered mail to the last known address of the employee against whom the charges are brought. Such notice shall also advise the employee that he/she may grieve the matter pursuant to Article 13 of this Agreement if he/she does not agree with the action of the appointing authority.

**Section 6 - Removed Employee Not Eligible to Compete for Future Employment.** Unless otherwise determined by arbitration or the appointing authority, no employee who has been removed from the classified service in the manner enumerated in these rules shall be allowed to compete in any future employment with the School District.

### **ARTICLE 13**

#### **Grievance Procedure**

The purpose of this procedure is to provide a method whereby employees who are members of the appropriate bargaining unit may present their grievances concerning the interpretation or application of the terms of this Agreement. The School District and Union agree that the proceedings under this grievance procedure shall be kept as informal and confidential as may be appropriate at any level of the procedure.

### **Definitions**

A "**Grievance**" is an action instituted under this Article by an aggrieved employee or the Union in the belief that there has been a violation, misapplication or misinterpretation of the terms of this Agreement by the School District, School Board, its employees, agents or contractors.

The "**Aggrieved Employee**" is an employee within the appropriate bargaining unit as defined by the terms of this Agreement who has been directly affected by an alleged violation, misapplication, or misinterpretation of the terms of this Agreement.

The term "**Days**" when used in this grievance procedure shall refer to working days.

### **Representation Rights**

**Section 1** - The School District shall be a party to all grievances at all steps and may be represented by its designated representative.

**Section 2** - The aggrieved employee reserves the right to be represented by a representative of his/her choice including a Union representative, at all steps of this grievance procedure, but the employee must be present at all meetings or hearings and accept that the Union shall be his/her designated representative in binding arbitration. The Union shall be notified and a representative of the Union may be present and express his/her views at all steps of this grievance procedure.

### **Step I**

The aggrieved employee shall present his/her grievance within twenty (20) days of the time the employee knew or through the use or reasonable diligence should have known of the act, event, or default of the School District, School Board, its employees, agents or contractors, which is alleged to be a violation, misapplication or misinterpretation of the terms of this Agreement. The aggrieved employee shall file his/her grievance in writing with the principal or other head of a school, if assigned to a school, and if not assigned to a school, then his/her immediate supervisor, other than a member of the Teachers' Bargaining Unit, who is not a member of the Paraprofessional Bargaining Unit, and which writing shall state the nature and date of the violation to the best of the aggrieved employee's knowledge, the Article or Articles of this Agreement alleged to have been violated, misapplied, or misinterpreted, and the relief or action sought by the aggrieved employee. The principal or supervisor shall immediately set a hearing date within ten (10) days of filing and notify the Union and the aggrieved employee. A decision in writing by the principal or supervisor shall be rendered within ten (10) days of the hearing and communicated to the aggrieved employee, the Union, and the Human Resources Manager. Appeal from this decision shall be taken by the aggrieved employee within ten (10) days of the communication of the decision to him/her.

### **Step II**

In the event the aggrieved employee is not satisfied with the decision at Step I, or at the option of the Human Resources Manager, the Human Resources Manager or his/her designee shall set a hearing within twenty (20) days of the filing of an appeal with him/her by the aggrieved employee, or within twenty (20) days of communication to him/her (the Human Resources Manager or his/her designee) of the decision at Step I, and shall so notify the aggrieved employee, principal, or supervisor, and the Union. The Human Resources Manager or his/her designee shall then proceed to such hearing and notify the aggrieved employee, principal or supervisor, and the Union, of his/her decision in writing within ten (10) days of the hearing.



### **Arbitration**

The Union, through its appropriate officers, may appeal within thirty (30) days of the communication of the written decision at Step II. Such appeal shall be in writing and filed with the Human Resources Manager. The Human Resources Manager shall immediately make written request to the Director of the Bureau of Mediation Services for a list of five (5) arbitrators appointed pursuant to Minnesota Statutes, 179A.21, Subd. 2. Upon receipt of such list, and within five (5) days thereafter, the Union and the School District shall alternately strike four (4) names from such list, the first strike to be determined by the flip of a coin, unless the School District and Union can agree on the use of one of the arbitrators from the list. The remaining arbitrator shall be immediately notified of such selection and shall proceed to a hearing of the grievance and make his/her decision within thirty (30) days of the hearing. His/her written decision shall state the facts and Articles of the Agreement on which his/her decision relies, shall include his/her conclusions and the relief to be given, if any, and shall be final and binding on the Union and the School District.

The arbitrator shall first proceed to the question of arbitrability of the grievance if such issue is raised by the School District, and shall then proceed to hearing of the evidence and testimony on the grievance. The arbitrator shall not have authority to amend, alter, or in any way change the terms of this Agreement or to make any decision which requires the commission of an act prohibited by law or which is a violation of the terms of this Agreement, nor shall he/she have authority to determine whether any of the provisions of this Agreement are unlawful. The Union and School District may present any evidence or testimony or raise any issues before the arbitrator whether or not presented or raised at any prior step of this procedure. Either the School District or the Union may request that a verbatim report of the hearing before the arbitrator be taken. The School District and Union shall share equally in the expenses and cost of the arbitration including the taking of a verbatim report, but each of them (the School District and Union) shall pay the cost of their own witnesses, the presentation of their own evidence before the arbitrator, and of any copies of a written transcript of the proceedings it shall request from the arbitrator. The arbitrator shall permit oral arguments if requested by one of the parties and shall determine whether written briefs may be filed at the time therefore.

### **Miscellaneous Provisions**

**Section 1** - The Union may file a group grievance on behalf of several employees of the bargaining unit at Step II of this procedure if the act, event, or default of the School District, School Board, its employees, agents, or contractors is alleged to have violated, misapplied, or misinterpreted this Agreement so as to directly affect at least ten (10) employees in the bargaining unit on the same or similar issues under an Article or Articles of this Agreement. The grievance shall be filed in like manner and within the time limits provided under Step I of this procedure. Likewise, the School District or appropriate hearing officer may join for hearing separate grievances by employees involving the same or similar issues under an Article or Articles of this Agreement at any step of the grievance procedure and shall so notify the Union.

**Section 2** - The days specified are working days. The time limits specified herein may be waived or extended by mutual agreement of the parties and notice to the Union if not a party, but such waiver or extension shall be in writing and signed by the parties following the time of decision at Step I. Failure of the appropriate hearing officer to render a decision within the time permitted herein shall be considered a denial of the grievance and permit the aggrieved employee or the Union as the procedure may provide to appeal to the next step within the time limits set, but this shall not apply to the decision of the arbitrator.

**Section 3** - Access shall be given at the expense of the party requesting to all non-confidential information which is exclusively in the possession or available to either of the parties and necessary to the

determination and processing of a grievance, but the determination of the confidentiality of the information by the party who has been requested to furnish the same shall be final except at the arbitration level where the decision of the arbitrator shall be final. This shall not apply to information or documents forbidden by law to be disclosed by either party.

**Section 4** - Failure at any step of this grievance procedure to initiate or appeal a grievance within the time limits provided herein shall constitute a waiver of the grievance, but such waiver shall not bind the Union where the Union is not a party and does not have a right of appeal under the terms of this procedure. In the case of an event, act, or default which is of a continuing nature, the employee and Union shall waive their rights to any relief for any period during which the grievance has not been filed within the time limits specified within this grievance procedure.

**Section 5** - All documents, communications and records dealing with a grievance shall be filed separately from the personnel files of the aggrieved employee.

**Section 6** - All hearings through Step II shall be held during non-working hours of the aggrieved employee or employees, if possible; but in the event it is desired by the School District or hearing officer to hold the hearing during work hours of an aggrieved employee or employees, such employee or employees and the Union representative shall be given time off without loss of pay to attend such hearing. The Human Resources Manager shall first authorize any hearings at Step I during work hours.

**Section 7** - Any decision which is mailed shall be presumed to be communicated within three (3) days of mailing, and the filing or service of any appeal shall be considered timely if mailed and bearing a dated postmark of the United States mail within the time period specified in this procedure.

## **ARTICLE 14**

### **Leaves**

#### **Section 1 - Sick Leave.**

- a. Employees holding a position in the classified service who have served at least six (6) months of the required probationary period shall be granted sick leave with full pay at the rate of accumulation of 0.06 times the regular scheduled number of hours paid, accumulative to a maximum equal to one-hundred seventy (170) times the scheduled number of hours worked per day. Such leave may not be used during the first six (6) months of active employment with the School District. Employees will not accrue sick leave during summer work assignments. However, employees may use accumulated sick leave when ill during summer work assignments. To obtain approval for use of sick leave, employees must notify their supervisors as soon as possible, but no later than the time they are scheduled to report for duty, except when past practice has established an earlier notifying time. Employees will obtain prior approval for the purpose of medical, dental, optical examinations or treatments, except where an emergency precluded prior notice and approval. (See Article 20, Insurance and Hospitalization Coverage regarding requirements for continuous insurance and hospitalization coverage.)
- b. **Sick Leave - Family Leave.** Eligible employees under this Agreement shall be allowed a maximum of twenty (20) days per year for absences due to a serious illness, or injury in the immediate family requiring the care or attendance of employee, such allowance is to be charged against the current or accumulated sick leave. Such leave shall require the approval of the immediate supervisor of the employee. "**Family**" shall constitute members of the immediate family of an employee, spouse or registered domestic partner and for purposes of this regulation shall include parent, stepparent,

mother-in-law, father-in-law, sibling, spouse, adult child, grandparent, and grandchild. This shall also apply to foster relationships of the above-listed categories. A **"registered domestic partner"** shall mean an individual who has been registered through the city of Duluth as a domestic partner of an employee of the District. The School District may require a supporting written statement from the attending physician for any family medical leave. No employee, unless officially assigned to special duty, shall be granted sick leave for any injuries or illness resulting from any gainful employment on any job other than his/her regular School Board employment. Any employee removed from the payroll because he/she has used all accumulated vacation and sick leave shall be considered to be on leave not to exceed one (1) year and shall be reinstated in his/her position upon filing with the appointing authority a certificate of physical fitness to perform the duties of his/her position, signed by a doctor who shall be chosen and compensated by the School Board. In addition to the above, employees who work twenty (20) or more hours per week may use more than twenty (20) days of sick leave for absences due to an illness of the employee's dependent child in accordance with Minnesota State Statute §181.9413 (2013).

- c. **Death in Family.** Full pay for absence not to exceed three (3) days for a death locally, and five (5) days if the funeral is held more than 150 miles from the City of Duluth, shall be granted to eligible persons covered by this Agreement, to attend a funeral in their immediate family. This leave shall be deducted from sick leave.
  - 1. An employee may be absent up to an additional three (3) days on account of death in the immediate family if necessary for travel or in connection with legal or business matters involving the estate or burial of the deceased.
  - 2. Definition of **"family"** under death in the family shall constitute members of the immediate family including spouse, father, mother, brother, sister, child (biological, step, adopted or foster), grandparent, grandchild, in-laws, aunts, uncles, nieces and nephews. This shall also apply to domestic partners as defined by City of Duluth Legislative Code Chapter 29D, Section 29D 1 through 5.
- d. **Former Employee May Have Sick Leave Reinstated.** A former employee in the classified service of the School Board, who is reinstated under Article 11 to a position in the classified service, shall have his/her previously accumulated and unused balance of sick leave reinstated and placed to his/her credit.
- e. **The Appointing Authority Shall Require Certificate of Sick Leave.** If an employee is absent from duty because of personal illness for more than three (3) consecutive days, or absent the day before and/or the day after a holiday because of personal illness, it will be necessary for him/her to file a certificate of illness from a reputable medical professional.

In lieu of a medical certificate, when such certificate would normally be required, the employee's signed statement explaining the nature of his/her illness may be accepted when it is unreasonable to require a medical certificate because of shortage of physicians or remoteness of locality. If an employee is believed to be abusing sick leave privileges, he/she shall be advised that because of his/her questionable sick leave record, a medical certificate may be required for each subsequent absence of sick leave, whether or not such absence exceeds three (3) days; failure to furnish such written explanation shall preclude such employee from being allowed such absence as sick leave.

- f. **Sick Leave Bank.** Each new contract employee, upon completion of six (6) months employment, shall contribute one (1) day to the sick leave bank. This deduction shall be deducted from such employee's accrued sick leave in either October 1 or May 1, whichever comes first. Employees who exhaust all accrued vacation, personal leave and sick leave, may borrow from the sick leave bank. The sick leave bank by-laws specify the required documentation to access the bank and rate of repayment. Human Resources and the Union will provide this information to employees upon request.

The sick leave bank shall be administered and be subject to the conditions, rules and regulations as adopted by the governing committee. The committee shall consist of three paraprofessionals appointed by the Union and three members appointed by the Superintendent, including the Human Resources Manager and/or his/her designee, who shall act as chairperson. The committee shall meet as needed. Meetings may be called by the Human Resources Manager or his/her designee or the Union to discuss the sick leave bank. The committee may modify the rules and regulations.

***Section 2 - Special Leave of Absence.***

- a. Any employee holding a position in the classified service who desires to engage in a course of study such as will increase his/her usefulness on his/her return to the classified service, or who for any reason considered reasonable by the appointing authority desires to secure leave from his/her regular duties, may, on written request approved by the appointing authority and the School Board, be granted special leave of absence without pay for a period not exceeding one (1) year, which leave may be extended up to one (1) additional year. All employees with three (3) years of continuous service in the Unit shall qualify for a special leave of absence without pay if requested in accordance with this Article. The leave of absence will be considered a "B" leave of absence. Such leave shall be granted only once every three (3) years per employee. The employee on such leave will be required to advise the School Board of his/her intention to return at least two (2) weeks before returning to work. Returning employees will be placed on the re-employment list and secure positions for the following school year according to Article 5, Section 2 of this Collective Bargaining Agreement.
- b. Special leave to be in writing. Any employee asking for special leave without pay shall submit, on forms prescribed by the School District, his/her request for special leave stating the reason the request should be granted, the date when he/she desires the leave to begin, and the probable date of his/her return.
- c. Union Leave. Upon the written request of the Union, leave shall be granted to employees who are elected or appointed by the Union to serve on a union negotiating team. Local union stewards, local union officers, union officers or other employees who may be elected or appointed by the Union or Local Union to perform duties for the exclusive representative shall be granted time off, provided that the granting of such time off does not adversely affect the operations of the School District. Requests for Union leave shall include the anticipated number of days requested, as well as the dates of the leave.

Upon the written request of the Union, leave shall be granted to employees who are appointed full-time representatives of the Union. Annually, the School District may request the Union to confirm the employee's continuation on Union leave.

Leave time for service on a union master negotiating team/assembly, supplemental negotiations, School District meet and confers, and attendance at meet and confers established by this Agreement shall be considered as paid leave for purposes of vacation leave and sick leave accrual. Leave time for service on a union master negotiating team and attendance at meet and confers established by this Agreement shall also be considered as paid leave for purposes of eligibility for holiday pay.

Reinstatement after leave. An employee on an approved leave of absence is required to contact the School District if an extension is being requested. Failure to contact the School District about an extension prior to the end of the approved leave shall be deemed to be a voluntary resignation, and the employee shall be severed from the School District.

Employees returning from extended leaves of absence (one month or more) shall notify the School District at least two (2) weeks prior to their return from leave. Employees may return to work prior to the agreed upon termination date with the approval of the School District. Employees returning from unpaid leave of absence shall be returned at the same rate of pay the employee had been receiving at the time the leave of absence commenced plus any automatic adjustments that would have been made had the employee been continuously employed during the period of absence. No seniority will be lost.

Union leave of absences of less than one (1) school year shall be filled through the temporary assignment language in Article 7, Section 4.

When an employee returns from an approved leave of absence of more than one (1) school year, and there is a vacancy, the employee shall be reinstated to that vacancy, provided that no employee with more seniority has bid on the position. If a more senior employee has successfully bid on the position, the employee returning from the approved leave of absence shall be selected for the position vacated by the successful bidder.

***Section 3 - Special Leave of Absence (FMLA & Parental).***

- a. ***Parental Leave.*** Up to six (6) months of unpaid parental leave shall be granted to a father or mother in conjunction with the birth or adoption of a child. However, if the employee requests, parental leave shall be granted to the end of the school year. In order to be eligible for a parental leave, the employee must request the parental leave in writing to the Human Resources Manager at least two (2) months in advance of the commencement of the leave and must commence the parental leave no more than six (6) weeks after the birth or adoption of the child, except that in the case where the child must remain in the hospital longer than the mother, the leave may not begin more than six (6) weeks after the child leaves the hospital. Upon expiration of the parental leave and return to work, the employee shall be assigned to the employee's former position unless it has been eliminated.

If during parental leave the School District experiences a layoff and the employee would have lost his/her position, pursuant to the layoff provisions of this Agreement, had the employee not been on parental leave, then the employee is not entitled to reinstatement in the employee's former position and, in such circumstances, the employee shall retain all rights under the layoff and re-employment provisions of this Agreement as if the employee had not been on parental leave.

Any leave taken under this Section shall reduce the length of leave for which the employee is eligible under the Family and Medical Leave Act Policy for birth or placement of a child and any unpaid leave taken under the Family and Medical Leave Act Policy for birth or placement of a child shall reduce the length of leave for which the employee is eligible under this Section.

Employees may request that parental leave be extended beyond six (6) months. Any such extension shall be subject to the mutual Agreement of the School District.

- b. ***Special Leave of Absence (FMLA).*** Family and Medical Leave Act: Employees shall be eligible for leave in accordance with the School District's Family and Medical Leave Act Policy, which Policy shall be in compliance with the Family and Medical Leave Act.

***Section 4 - School Board to Determine Status of Employee on Return.***

- a. For each separate case of special leave without pay, the School Board shall at the time it approves the leave, determine whether the employee granted such leave shall be entitled to his/her former

position on his/her return from such leave or whether his/her name shall be placed on the re-employment list. Employees are normally reinstated to their original position where the leave is mandated by state statute.

***Section 5 - Military Leave of Absence.***

- a. Any employee while holding a permanent position in the classified service of the School Board, who, shall become a member of the armed forces of the United States in time of war or other emergency declared by proper authority, or who shall hereafter become a member of said armed forces during said time, shall be granted a leave of absence without pay for the term of said military service and shall, upon receiving a discharge from such military service, be reinstated to said position.
- b. Reinstatement of employee on military leave of absence. Reinstatement of any employee on military leave of absence shall be at the same salary which he/she would have received had he/she not taken such leave and shall be upon the following conditions:
  1. That the position has not been abolished;
  2. That the employee is not physically or mentally disabled from performing the duties of such position;
  3. That the draftee or enlistee makes written application for reinstatement to the appointing authority within ninety (90) days after termination of service and the employee assigned to training duty, makes application for reinstatement within forty-five (45) days;
  4. That he/she submits to the appointing authority an honorable discharge or other form of release by proper authority indicating that his/her military or naval service was satisfactory.
- c. Upon reinstatement of any employee who has been on military leave of absence, said employee shall have such rights as provided in federal and state laws and regulations.
- d. ***Employee on Probation May Receive Military Leave of Absence.*** Any employee who has been appointed to a permanent position in the classified service of the School Board who, subsequent to September 16, 1940, shall have become a member of the armed forces of the United States in time of war or other emergency declared by proper authority, or who shall hereafter become a member of said armed forces during said time, who has not served the required probationary period for said position at the time of becoming a member of said armed forces shall, with the approval of the appointing authority and the School Board, at the date that he/she becomes a member of the armed forces of the United States, be considered to have completed said probationary period and shall thereafter have full status as though a full probationary period had been served and shall be granted a military leave of absence in accordance with the rules set out herein and shall, upon completion of such military service, if he/she is physically and mentally able to perform the duties of the position, be reinstated to the position which he/she held at the time of becoming a member of said armed forces in accordance with the rules herein before set out.
- e. ***Vacancy Caused by Military or Special Leave of Absence to Be Known as Temporary Vacancy in Permanent Position.*** A vacancy created by an employee receiving a military or special leave of absence shall be filled by the provisions in Article 7, Section 4.
- f. ***Name of Substitute to Be Placed on Re-Employment List.*** The name of any person appointed to a temporary vacancy in a permanent position as a substitute shall, upon the re-instatement of the regular incumbent, be placed upon the re-employment list.
- g. ***Substitute May Be Appointed as Regular Incumbent.*** If it shall have been determined that the regular employee who has been on a leave of absence is physically or mentally unable or elects not to return to said permanent position said position shall be posted as a vacancy per Article 7.
- h. ***Name of Substitute May Be Placed on Re-Employment List If Called into Armed Forces.*** The name of any substitute who, while acting as such, becomes a member of the armed forces of the United States

in time of war or other emergency declared by proper authority, shall be placed upon the re-employment list for the proper class, if, within ninety (90) days after receiving an honorable discharge from said armed forces said substitute shall file a written request with the School Board and if said substitute is mentally and physically capable of handling said position, provided, that if the name of more than one (1) such substitute is placed upon said re-employment list, such names shall be arranged on said list in the order of original appointment.

- i. Military leave of absence with pay up to fifteen (15) calendar days per year as required by Minnesota Statutes, Section 192.26 or any act amendatory thereof. Where possible, all military leave with pay shall be taken while the employee is not working, and no employee under this Agreement shall request of the military unit to which he/she is assigned, or the commander thereof, that he/she be assigned or authorized military duty for which he/she would be entitled to leave with pay from the School District during the time the employee is working.

***Section 6 - Jury Duty.***

- a. When an employee is selected for jury duty, upon prompt notification to his/her supervisor, he/she shall be released from his/her regular assignment for such duty on those days the employee is directed by the court to report for duty. The employee, when selected to a jury panel, shall attempt to ascertain whether a trial will continue for more than five (5) days; if so, the employee shall make a request to the court for release from that assignment prior to being placed on the jury.
- b. While on jury duty an employee will be paid the regular contractual salary of the job, which they were scheduled to work. However, his/her jury per diem pay excluding mileage and expense money received by the employee is to be surrendered to the School District.

***Section 7 -*** Any other reason for which the granting of a leave of absence is required by law.

***Section 8 -*** Any paraprofessional on leave of absence may, if he/she so elects, remain in the School District's hospitalization group provided he/she pays all the premiums in advance to the School District.

***Section 9 – Holidays, Personal Leave Day, School Closings/Spring Break Make-up Time.***

- a. ***Holidays.*** All employees within the bargaining unit who are regularly scheduled to work on a holiday, shall receive as paid holidays:

Labor Day  
Education Minnesota in October  
Thanksgiving -Fourth Thursday in November  
The day after Thanksgiving  
Christmas Eve – December 24  
Christmas Day – December 25  
New Year's Eve Day – December 31  
New Year's Day – January 1  
Presidents' Day – Third Monday in February  
First day of spring recess  
Memorial Day – Last Monday in May

For those employees whose regular position calls for a work year which extends beyond forty-two (42) weeks, July 4th.

Whenever a holiday falls on Saturday, the preceding day shall be a paid holiday instead; if on Sunday, the following day shall be a paid holiday instead.

- b. **Personal Leave.** All employees within the bargaining unit may take three (3) personal leave days per year at a time approved by the employee's supervisor and agreeable with the employee. The days will be deducted from the employee's sick leave balance.
- c. **School Closing.** When a school or schools are closed by order of the Superintendent or his/her designee because of snow or other emergency, the paraprofessionals assigned to the building or buildings shall be compensated for the first day with no deduction from the employee's sick leave balance. Any additional days will be deducted from the employee's sick leave balance at the employee's choice or the employee can choose to take leave without pay.
- d. **Spring Break Make-up Time.** (*Effective June 30, 2015, spring break make-up time will sunset at the end of the work day.*)
  - 1. The Collective Bargaining Agreement between the parties is hereby revised to provide that the paraprofessionals shall have the option to make-up two (2) days' worth of time per school year as is currently being done as "**Spring Break Make-Up Time**". A day shall be defined as equal to the hours the individual paraprofessional regularly works in one (1) day.
  - 2. The paraprofessionals who have previously qualified for the additional day will remain as negotiated.
  - 3. Anyone hired with a hire date of September 1, 1999 or greater will only get two (2) days of make-up time.
  - 4. If the School District returns to daytime conference, the members of the paraprofessional unit shall be allowed to work those days.
- e. **Two Hour Late Start.** When a school or schools start two (2) hours late by order of the Superintendent or his/her designee because of snow or other emergency, the paraprofessionals assigned to the building or buildings shall be compensated for two (2) hours. Such hours will be deducted from the employee's sick leave balance at the employee's choice or employee can choose to take leave without pay.

**Section 10 – Vacations.** Employees in this unit shall not be entitled to vacation except as provided hereafter in this Article. Employees assigned to a position for forty-one (41) weeks or more per year, and those assigned for a thirty-eight (38) week work year who receive an assignment to be worked during the summer months that is an assignment designated as a contract extension, and work a minimum of ten (10) hours per week during the extension period shall be entitled to earn vacation in accordance with the following schedule:

Number of Weeks Worked	Vacation Earned
41	3 Days
42	3 Days
43	4 Days
44	4 Days
45 or More	5 Days

On September 1, a determination will be made as to the number of weeks worked in the previous contract year. Using the chart above, the number of days shall then be determined and credited to a vacation account for the individual in hours. The number of hours so credited may be taken as vacation during the succeeding twelve (12) month period at times that meet with the approval of the employee's supervisor.



**ARTICLE 15**  
**Employee Personnel Files and Policies**

It is recognized by both parties that employee's personnel files may contain evaluations and material received from outside sources, which is solicited with the understanding that it will be kept confidential. It is further recognized that employees generally have the right to know how they stand with respect to evaluations made of their performance in this system.

**Section 1** - Employees shall have the right to inspect and to obtain copies at their expense of all evaluations on file relating to the individual employee and submit for inclusion in the file written information in response to any such material.

**Section 2** - All service ratings shall be reviewed with the employee by his/her supervisor prior to filing. The employee shall be requested to sign the evaluation to indicate that he/she has reviewed the same, and be given a copy upon request. Failure to sign the evaluation report, however, shall in no way detract from its effect or validity. Signatures shall not be construed as meaning agreement with the evaluation.

The employer may establish and enforce reasonable personnel policies that are not in conflict with the provisions of this Agreement. Such policies shall be applied and enforced without discrimination. The employer shall provide copies of any proposed changes in personnel policies to the Union prior to posting. New or amended personnel policies shall be posted on appropriate bulletin boards not less than fifteen (15) calendar days before their effective date.

**ARTICLE 16**  
**Union Security**

**Section 1** - Upon receipt from the Union of its membership list, the School District shall arrange to deduct from each such Union member's wages the monthly Union dues of such employee and shall remit the same to the appropriate Union representative or its assignee as may be properly designated. In addition, the School District shall check off from the earnings of any employee within the bargaining unit who is not a member of the Union the "*fair share*" fee required by law upon appropriate action being taken by the Union pursuant to law, such sum not to exceed the monthly dues of Union members.

**Section 2** - The employer shall deduct from the wages of any employee who is a member of the Union, PEOPLE (Public Employees Organized to Promote Legislative Equality) program a 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 shall remit any deductions made pursuant to this provision promptly 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.

**ARTICLE 17**  
**Access to Premises**

Union representatives shall have access to the premises to meet and confer with the employee, but agree herein not to interfere with the employee during their scheduled working hours. Union representatives must sign in at the office of the building, which they are in.

**ARTICLE 18**  
**No Strike Clause**

AFSCME Council 5, Local 66 and the employees covered under this Agreement agree that they will not call, engage in, or sanction any strike, stoppage of work or other concerted refusal to perform services during the term of this Agreement, except as otherwise permitted by law.

**ARTICLE 19**  
**Savings Clause**

This Agreement is subject to the laws of the State of Minnesota and at any time any provision is in conflict and held to be contrary to law by a court of competent jurisdiction from which final judgment of decree no appeal has been taken within the time provided; such provision shall be void and inoperative. All other provisions shall continue in force and effect. The voided provision shall be renegotiated at the request of either party.

**ARTICLE 20**  
**Insurance and Hospitalization Coverage**

**Section 1 – Eligibility.** The School District shall make available to each employee within this bargaining unit who regularly works twenty-four (24) or more hours per week during the school year the same group health insurance as is or are available to employees within the teacher bargaining unit of the School District and their dependents. The School District shall make the same employer contributions for employees in this bargaining unit and their dependents as are paid for employees within the teacher bargaining unit.

Any change to the coverage of the School District health insurance policy (as contracted with the School District's contribution to the premium), negotiated by the exclusive representative of the Duluth Federation of Teachers, during the term of the contract shall be promptly presented to the Union. Employees covered by this contract shall then vote on these changes.

Employees do not have to be enrolled in the medical/hospitalization insurance to be eligible for long-term disability, life insurance, and dental insurance.

**Section 2 – Dental.** The employer shall pay, on behalf of each employee in the unit who is eligible (20 or more hours per week) for medical/hospitalization coverage under Section 1 of this Article, a monthly premium for single basic dental insurance. The employee may augment this basic coverage by authorizing an additional premium amount to be deducted from his/her earnings to purchase additional single coverage and/or family coverage. Only such options as are available in the dental insurance plan mutually agreed to by representatives of the bargaining unit and the administration may be selected.

**Section 3 – Life Insurance.** The employer shall pay, on behalf of each employee in the unit who is eligible (20 or more hours per week) for medical/hospitalization coverage under Section 1 of this Article, a monthly premium for basic life insurance. The employee may augment this basic coverage by authorizing an additional premium amount to be deducted from his/her earnings to purchase additional life insurance. Only such options as are available in the life insurance plan mutually agreed to by representatives of the bargaining unit and the administration may be selected.

**Section 4 – Long Term Disability (LTD).** The School District will pay the cost of an LTD income protection plan for those eligible (20 or more hours per week) employees in the bargaining unit. This plan shall be continued in effect for employees with coverage to include provisions for payments of a benefit in the event of disability of two-thirds (2/3) of salary without any maximum salary limitation and shall provide for a ninety (90) day waiting period for commencement of benefits. In all other respects and level of benefits the LTD coverage will remain at the same or improved level as the plan in effect on the date of this Agreement. Each employee may at his/her option elect to have the payments added to his/her taxable salary provided he/she authorizes a payroll deduction to pay the LTD premium. After the initial enrollment period, such election may be made annually during open enrollment for the next calendar year.

**Section 5 – Leaves of Absence.** An employee must be on a paid status on the first workday of each month in order to be eligible for the School District's insurance plans. The only exception is if they qualify for the Family Medical Leave Act (FMLA) due to medical reasons. Should the employee be on a leave of absence without pay at the beginning of any month, their insurance will be terminated the end of the month in which they last worked and/or were on paid status. The employee will be sent a COBRA notice. COBRA requires the employee to pay the full premium should they elect coverage.

**Section 6 – Summer Coverage.** Paraprofessional members who are eligible for School District insurance will receive coverage for the summer only if they complete the school year. These employees must be at work, on a paid leave, or FMLA on the last day of the school year to be eligible for July and August.

**Section 7 - Health Care Savings Plan (HCSP).**

1. **Eligibility.** Eligible employees shall receive a contribution of unused sick leave benefits, as defined below, to a Health Care Savings Plan (HCSP). To be eligible to receive the Health Care Savings Plan benefits, an employee must be immediately eligible for a Minnesota pension plan at separation of service.
2. **Maximum Days.** The number of unused and accumulated sick leave days up to a maximum of one-hundred fifty (150) times the scheduled number of hours worked per day times the hourly rate in effect at the time of retirement.
3. **Discount Calculation.** The amount of unused sick leave multiplied by the employee's daily rate of pay (DRP) excluding over time, will be discounted by three percent (3%). The discounted calculation of the value of the days will be contributed to the HCSP for the employee by the District.
4. **Participation in the District Health Plan.** Retired employees will be allowed to participate in the District's group health and dental plans at their own expense pursuant to applicable State and Federal laws. Monthly premiums will be paid one month in advance to the School District.

A HCSP is an individual tax-free account to be used for reimbursement of post-employment medical expenses per the laws/rules governing the HCSP. The HCSP is administered by the Minnesota State Retirement System (MSRS) and the utilization of the HCSP is governed by MSRS Plan policy.

**Section 8 - Dental.** The employer shall pay, on behalf of each employee in the unit who is eligible for medical/hospitalization coverage under Section 1 of this Article, a monthly premium for single basic dental insurance. The employee may augment this basic coverage by authorizing an additional premium amount to be deducted from his/her earnings to purchase additional single coverage and/or family coverage. Only such options as are available in the dental insurance plan mutually agreed to by representatives of the bargaining unit and the administration may be selected.

## **ARTICLE 21**

### **Work Related Damage to Personal Items**

When an employee, while on the job with ISD 709, suffers the loss of his/her eyeglasses or contact lenses or personal hearing devices, due to physical contact with a student, the School District shall reimburse such employee the fair and reasonable cost for repair or replacement of the item(s). The employee shall file an accident report for such reimbursement claim.

## **ARTICLE 22**

### **Professional Development**

Participation in the Professional Development program is required for all members of the bargaining unit of this agreement. All employees of the bargaining unit shall be offered at least three (3) days of job appropriate in-service training to be offered during student conferences or teacher in-service days. An employee shall be paid their regular rate of pay for all hours of in-service training attended, even if the training lasts longer than the employee's regularly scheduled day. During student contact days, if the in-service training is less than an employee's regularly scheduled number of hours, such employee shall return to work and be paid up to the employee's regular number of hours. By the last Monday of the current school year a schedule of training dates for the following school year will be provided by the District to all Paraprofessionals.

## **ARTICLE 23**

### **Renewal**

**Section 1** - This Agreement shall continue and remain in full force and effect until the first day in July 2021, and from year to year thereafter unless either party hereto shall give written notice to the other not more than ninety (90) days nor less than sixty (60) days prior to June 30, 2023; of such party's desire to inaugurate collective bargaining discussions over changes of any one (1) or more Articles of this Agreement. Notice and substance of changes desired shall be included with the written notice. The other party shall have fifteen (15) days thereafter to respond with its proposals.

**Section 2** - This Agreement is not subject to re-negotiation during the term hereof, unless mutually agreed upon between the parties; provided, however, this does not deny employees redress under the normal grievance procedure when it pertains to wages, hours, and terms and conditions of employment.

**IN WITNESS WHEREOF**, the parties have, by and through their duly authorized officers, executed this Agreement on the date first above mentioned.

**Signature Page to Follow**

AFSCME COUNCIL 5, LOCAL 66


By:   
Field Representative

By:   
Field Director

By:   
Local 66 President

INDEPENDENT SCHOOL DISTRICT NO. 709

By:   
Chairperson, School Board

By:   
Clerk, School Board

**ADDENDUM A1**  
**2021-2022 WAGES**

Pay Grp	Classifications	Step 1 0-12 mos.	Step 2 12+ mos.	Step 3 2+ yrs.	Step 4 4+ yrs.	Step 5 6+ yrs.	Step 6 8+ yrs.	Step 7 10+ yrs.	Step 8 12+ yrs.	Step 9 14+ yrs.
1	Instructional Paraprofessional	15.03	15.83	15.98	16.12	16.31	16.54	16.76	16.99	17.31
2	ECFE Paraprofessional Learning Readiness Paraprofessional Media Paraprofessional Title I Paraprofessional Early Childhood Support and Screening Assistant	15.73	16.57	16.71	16.84	17.01	17.26	17.45	17.72	18.02
3	Certified Lifeguard Paraprofessional Supervisory Paraprofessional	16.44	17.32	17.43	17.60	17.76	18.01	18.21	18.43	18.77
4	Asian Oriented Paraprofessional Headstart Paraprofessional Health Paraprofessional Indian Oriented Paraprofessional Sign Language Facilitator Special Education Building-wide Paraprofessional Special Education Student-Specific Paraprofessional Special Education Program Paraprofessional	17.38	18.20	18.32	18.48	18.70	18.89	19.13	19.34	19.67
5	American Indian Home School Liaison Child Care Paraprofessional Community Liaison Paraprofessional Cultural Center Paraprofessional Cultural Immersion Program Paraprofessional Cultural Liaison Paraprofessional Family Service Worker Indian Student Services Coordinator Integration Specialist/Cultural Facilitator Paraprofessional Management Information Systems Paraprofessional Special Education Student-Specific Paraprofessional Setting III Technical Tutor Technical Tutor/Auto Mechanic Technical Tutor/Evaluation & Testing Technical Tutor/Industrial Technician Transition Liaison Paraprofessional	18.49	19.28	19.43	19.61	19.74	19.93	20.23	20.41	20.74
6	Certified Occupational Therapist (COTA) Experience Center Manager Graphic Artist Health Paraprofessional/LPN Physical Therapy Assistant (PTA) Special Education Paraprofessional/LPN	22.29	23.09	23.28	23.44	23.56	23.81	24.02	24.22	24.51
7	Mental Health Practitioner Pre-Licensed ASL Interpreter* Pre-Licensed Cued Speech Transliterator* *Must have completed certification as required for District reimbursement.	23.43	24.17	24.34	24.47	24.62	24.90	25.07	25.33	25.61
8	Licensed Cued Speech Transliterator Licensed Sign Language Interpreter/Transliterator Special Education Paraprofessional/RN	28.11	28.60	29.67	30.77	31.83	32.92	34.00	35.10	36.20

Pay Grp	Classifications	Step 1 0-12 mos.	Step 2 12+ mos.	Step 3 2+ yrs.	Step 4 4+ yrs.	Step 5 6+ yrs.	Step 6 8+ yrs.	Step 7 10+ yrs.	Step 8 12+ yrs.	Step 9 14+ yrs.
1	Instructional Paraprofessional	15.37	16.18	16.34	16.49	16.68	16.92	17.14	17.38	17.70
2	ECFE Paraprofessional Learning Readiness Paraprofessional Media Paraprofessional Title I Paraprofessional Early Childhood Support and Screening Assistant	16.08	16.95	17.08	17.22	17.40	17.65	17.85	18.12	18.42
3	Certified Lifeguard Paraprofessional Supervisory Paraprofessional	16.81	17.71	17.83	17.99	18.16	18.41	18.62	18.84	19.20
4	Asian Oriented Paraprofessional Headstart Paraprofessional Health Paraprofessional Indian Oriented Paraprofessional Sign Language Facilitator Special Education Building-wide Paraprofessional Special Education Student-Specific Paraprofessional Special Education Program Paraprofessional	17.77	18.61	18.74	18.89	19.12	19.31	19.56	19.77	20.12
5	American Indian Home School Liaison Child Care Paraprofessional Community Liaison Paraprofessional Cultural Center Paraprofessional Cultural Immersion Program Paraprofessional Cultural Liaison Paraprofessional Family Service Worker Indian Student Services Coordinator Integration Specialist/Cultural Facilitator Paraprofessional Management Information Systems Paraprofessional Special Education Student-Specific Paraprofessional Setting III Technical Tutor Technical Tutor/Auto Mechanic Technical Tutor/Evaluation & Testing Technical Tutor/Industrial Technician Transition Liaison Paraprofessional	18.90	19.72	19.86	20.05	20.19	20.38	20.68	20.87	21.20
6	Certified Occupational Therapist (COTA) Experience Center Manager Graphic Artist Health Paraprofessional/LPN Physical Therapy Assistant (PTA) Special Education Paraprofessional/LPN	22.79	23.61	23.81	23.96	24.09	24.35	24.56	24.77	25.06
7	Mental Health Practitioner Pre-Licensed ASL Interpreter* Pre-Licensed Cued Speech Transliterator* *Must have completed certification as required for District reimbursement.	23.95	24.72	24.88	25.02	25.18	25.46	25.64	25.90	26.19
8	Licensed Cued Speech Transliterator Licensed Sign Language Interpreter/Transliterator Special Education Paraprofessional/RN	28.74	29.24	30.34	31.46	32.55	33.67	34.76	35.89	37.01

Longevity - Employees with twenty (20) years of service based on their seniority date will receive \$360 per year to be paid in a lump sum amount on the second pay period in May of each year.

