

# **RICHFIELD PUBLIC SCHOOLS**

## **INDEPENDENT SCHOOL DISTRICT NO. 280**

**SALARY SCHEDULE, FRINGE BENEFITS  
AND WORKING CONDITIONS FOR**

### **PARAPROFESSIONALS**

**2018-2020**

THIS AGREEMENT ENTERED INTO BETWEEN THE SCHOOL BOARD OF INDEPENDENT SCHOOL DISTRICT NO. 280, RICHFIELD, MINNESOTA AND THE SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 284, EFFECTIVE JULY 1, 2018 THROUGH JUNE 30, 2020 IN ACCORDANCE WITH THE PUBLIC EMPLOYMENT LABOR RELATIONS ACT OF 1971, AS AMENDED.

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Be it resolved by the Board of Education of Independent School District No. 280:  
The following articles constitute the terms of employment of Paraprofessional personnel of the District for the period of July 1, 2018 through June 30, 2020 in compliance with the Public Employment Labor Relations Act of 1971, and as amended, hereinafter referred to as the Public Employment Labor Relations Act.

## **ARTICLE I.**

### **RECOGNITION OF EXCLUSIVE REPRESENTATIVE:**

Preamble: Recognizing that the Union is required by the provisions of the State of Minnesota Public Employment Labor Relations Act to be the sole bargaining representative of all the employees within the coverage of this Agreement, without regard to membership in the Union, the School Board hereby agrees that it will not recognize or negotiate with any other person, association, group, committee or entity other than the Union with respect to such matters and will deal solely through the agency of and with the Union.

### **NEW EMPLOYEE INFORMATION:**

The Employer shall provide to the Exclusive Representative the following information on each new employee within thirty (30) calendar days of the employee's first date of work: name; home address; work email address; work phone number; job classification; shift; wage, number of hours normally scheduled in a work week; whether the position is a nine (9) month or twelve (12) month assignment; and building assignment.

### **REQUEST FOR DUES CHECK OFF:**

Pursuant to PELRA, the exclusive representative shall be allowed dues check off. Upon receipt by the Human Resources Office of a properly executed authorization card by the employee, the School District will deduct from the employee's paycheck the dues that the employee has agreed to pay to the exclusive representative in equal installments.

The Union agrees to indemnify and hold harmless the School District and its agents, officers and employees against any and all claims, suits, orders, or judgments brought or issued against the School District as a result of any action taken or not taken as the result of a request of the Union under the provisions of this Article.

### **EMPLOYEE PERSONNEL FILE**

Upon written or verbal request of an employee, the School District shall permit the employee to review his or her own personnel file within seven (7) working days after receipt of the request. The employee shall be permitted to attach a statement to any evaluation or discipline with which the employee disagrees. The School District shall

provide a copy of documents within the personnel file upon an employee's request and without charge to the employee.

## ARTICLE II.

### SALARY SCHEDULE:

<u>CLASS I</u>	JOB CATEGORY		
	Managerial		
<u>CLASS II</u>	Campus Supervisor – Middle School Clerical Para 1		
<u>CLASS III</u>	Clerical Para 2 Technology Security Monitor – High School		
<u>CLASS IV</u>	Instructional Special Education		
<u>CLASS I</u>		<u>2018-2019</u>	<u>2019-2020</u>
	First Year	\$13.31	\$13.58
	Second Year	14.12	14.40
	Third Year	15.96	16.28
<u>CLASS II</u>			
	First Year	\$14.05	\$14.33
	Second Year	15.05	15.35
	Third Year	17.10	17.44
<u>CLASS III</u>			
	First Year	\$14.61	\$14.90
	Second Year	15.70	16.01
	Third Year	17.88	18.24
<u>CLASS IV</u>			
	First Year	\$15.14	\$15.44
	Second Year	16.33	16.66
	Third Year	18.63	19.00

Employees shall receive additional compensation per hour as follows:

After 10 years of continuous service in the unit.	\$.20 per hour
After 15 years of continuous service in the unit.	\$.25 per hour
After 20 years of continuous service in the unit.	\$.30 per hour

New employees will be placed on the beginning year of the salary schedule, however, placement up to and including the third year on the salary schedule for previous experience may be authorized by the Director of Human Resources, or designee. Placement at the third step will require communication with the union steward.

A paraprofessional employee moving to a higher classification will be placed on the appropriate step in the new classification based on demonstrated experience and/or qualifications as long as there is not a reduction in pay. Final placement will be determined by the Director of Human Resources. An employee moving to a lower classification will retain the employee's current step placement in the new classification.

Paraprofessionals will be paid on September 20<sup>th</sup> and on the 5<sup>th</sup> and 20<sup>th</sup> in the subsequent months up to and including June 20<sup>th</sup> of each year. Payroll information will be communicated via an electronic, web-based system.

If the wage rates shown above are ruled to be out of compliance with pay equity legislation, a higher rate may be paid at the discretion of the District. The Union shall be given 10 days notice prior to any such increase in wage rates.

Employees assuming a permanent rotating substitute position in special education will be paid an additional \$.10 per hour.

Paraprofessionals providing services to students at off campus retreats (currently a five day event held at Eagle Bluff) will be paid a \$130 per day stipend.

### **ARTICLE III.**

#### **TERMINATION OF CONTRACT:**

#### **PROBATION PERIOD:**

All new employees shall work a probationary period which shall be one (1) year from the employee's date of hire. A new employee shall not be considered a permanent employee until having successfully completed their probation period.

Employees switching job categories within the contract will be required to serve a new probationary period. An employee shall not be considered a permanent employee in this new position until having successfully completed the probationary period and acquired all job requirements. In the event an employee who has switched job categories does not successfully complete the probationary period after communication and opportunity to improve and/or achieved necessary certification, they will be offered the next available vacancy in a previous job category. While employees switching job categories will be considered probationary in their new role, they will not be at-will employees and retain the rights indicated above.

**TERMINATION:**

An employee wishing to terminate employment shall give two (2) weeks notice when possible. An employee who fails to provide two weeks' notice shall forfeit any accrued vacation time payout.

**ARTICLE IV.**

**PHYSICAL EXAMINATIONS:**

Physical exams will be required of staff members upon request by the District. When so required, the District will pay the cost of the examination if the staff member obtains the examination at a District designated facility using the District's physical examination form. The staff member will be reimbursed up to the amount paid by the District at its designated facility if the staff member obtains the physical exam at a facility other than that designated by the District and upon presentation of the completed physical exam form along with an itemized statement from the examining facility.

**ARTICLE V.**

**HOURS OF WORK:**

Section 1. Notification

No later than July 15th, employees covered under this contract will be notified as to whether or not their services will be required for the following year. Those whose service is required shall be notified as to their starting and ending dates and also the hours of service.

Section 2. Compensatory Time

All work performed in excess of forty (40) hours per week, with the approval of the Human Resources office, shall be paid for at the rate of time and one-half of the employee's regular hourly rate. Consistent with federal law, vacation and holiday hours, sick leave and other leaves, paid and unpaid, shall not be considered as hours of work for purposes of calculating overtime.

Section 3. In-service

The District will provide four (4) hours of paid in-service, per year, for all employees. Scheduling of in-service hours will be at the discretion of the district.

Section 4. Emergency Closings

- a) On days when all schools are officially closed by the Superintendent or designee, employees directed to stay home will suffer no loss of pay.
- b) The District may reassign affected employees during the closing.
- c) In the event of a lost contract day due to emergency closing, the district may schedule a make-up day when the employee will be expected to work his/her regular duties. Employees who are released from work on the emergency closing day, but required to work the make-up day will only receive compensation for the make-up day.
- d) In the event an employee has a prior commitment on a make-up day, previously scheduled as a non-duty day, the employee will be permitted to use a personal leave day, if available, or take the day as an unpaid day. In the event the employee has extenuating circumstances and no remaining personal leave days, the employee may request an additional personal leave day to be allocated from accrued sick leave. Final approval for use of personal leave days and unpaid days will be at the discretion of the Director of Human Resources.
- e) Twelve month employees required to work the emergency closing day will receive compensatory time to be used within 30 days from the date of the emergency closing, but no later than the end of the school year.



## ARTICLE VI.

### LEAVES:

An employee granted a leave of absence shall suffer no loss of job rights.

To comply with the requirements of the PERA, any employee covered by this contract wherein the accumulated sick leave is entirely used, and said staff member is not able to return to normal duties because of illness, the Board of Education will pass a resolution granting a temporary leave of absence and will notify the office of the PERA of this action.

#### Section 1.     Sick Leave

- a) Sick leave allowance of ten (10) days per year, accumulative shall be allowed.
- b) Days of sick leave shall be credited when the school year starts. Paraprofessionals who work less than the full school year shall receive sick leave on a pro rata basis.
- c) A Paraprofessional may use one (1) day of accumulated sick leave for each day of illness of the Paraprofessional's child who is less than eighteen (18) years old, or up to 20 years old and attending a secondary school due to an illness of or injury to the child for such reasonable periods as the employee's attendance with the child may be necessary.
- d) A Paraprofessional who has been employed by the district for the most recent 12 month period and holds a .5 FTE or greater position may use up to twenty (20) days of accumulated sick leave during the school year as is medically necessary to care for an ill spouse, parent, step-parent, parent-in-law, adult child, sibling, grandchild, or grandparent.
- e) A Paraprofessional who has not been employed by the district for the most recent 12 month period and/or who does not hold a .5 FTE or greater position may use up to five (5) days in any one year of earned sick leave for illness in the immediate family. The immediate family shall include wife, husband, child, brother, sister, parent, guardian or parents-in-law. These days will be deducted from available personal leave in Section 2.

Section 2. Personal Leave/Bereavement

Up to five (5) days in any one year of earned sick leave may be used for:

- (a) Death of a friend or relative.
- (b) Personal leave shall be granted for an appearance in court as a witness or in cases of legal action where it is mandatory that the employee be present.
- (c) Each employee may be granted two (2) days personal leave per year to handle important personal matters that cannot be taken care of in a regular day. Such leave must be requested in writing and have advance approval by the Human Resources office. The specific reason(s) for the leave need not be listed if the leave request is of a personal or private nature and may be waived following a consultation with the Human Resources office.
- (d) After five (5) days in any one year, full deduction shall be made. In the event a Paraprofessional expends all available personal leave days during the school year and has a unique circumstance that requires absence from work, the Paraprofessional may request up to five (5) additional days of accumulated sick leave be made available during the year. Determination regarding eligibility for additional days of absence will be at the discretion of the District.

Section 3. Special Leaves Without Pay

Special short or long term leaves without pay up to one (1) year in duration may be granted at the discretion of the employer. Applications for such leaves shall include the proposed period and purpose for leave.

Applications for any leave without pay of thirty (30) or more working days in duration must be submitted at least thirty (30) days prior to the proposed start of the leave. The thirty (30) day application provision may be waived due to unusual circumstances.

An employee granted a short term or long term leave without pay shall remain eligible for all appropriate benefit plans but must pay the entire premium while on leave. An employee on an approved special leave without pay shall maintain their original seniority date but shall not gain credit for advancement on the salary schedule, nor accrue vacation time (if eligible) or sick leave.

An employee on leave without pay shall either notify the employer of their intent to return to their position or shall resign their position at least thirty (30) days prior to the expiration of the leave.

Section 4. Medical Certification

The School District may require an employee to furnish a medical certificate from a licensed medical professional as to evidence of illness, medical condition (e.g. childbirth), or accident, indicating such absence was due to illness or injury, to qualify for sick leave pay. Such medical certificate may pertain to the employee, child, or other individual as appropriate to the Division of Section 1, cited in the leave request. Any leave of five or more consecutive days of absence or intermittent days required to care for the same medical condition within the same school year will require a medical certificate from a licensed medical provider. The final determination as to the eligibility of an employee for sick leave is reserved to the School District. In the event that a medical certificate will be required for unrelated intermittent leave, the employee will be so advised.

Section 5. Jury Duty

If a school paraprofessional is summoned for jury duty on any duty days, notice thereof will be promptly given to the Human Resources office. A request for delay of said duty to non-duty days will be presented under the applicable statutes and regulations for such services. If thereafter jury duty is required by the court the employee will be granted the additional amount to make up full pay.

## **ARTICLE VII.**

### **HOLIDAYS:**

There shall be eight (8) paid holidays for paraprofessional employees; Labor Day, Thanksgiving Day, Thanksgiving Friday, Winter break holiday, New Year's Eve, New Year's Day, Martin Luther King Jr.'s Day or President's Day, and Memorial Day.

Employees who are employed on a twelve (12) month basis and working forty (40) hours per week shall be paid eleven (11) holidays. Those days shall consist of the holidays indicated above plus July 4<sup>th</sup>, (1) additional Winter break holiday, New Year's Eve and Good Friday.

Employees receive their regular daily rate of pay for all holidays.

In the event that any of the above referenced holidays fall on a day school is in session, consistent with the school calendar, an alternative day will be designated by the employer following a meet and confer session with the union steward.

## **ARTICLE VIII.**

### **SENIORITY/LAYOFF AND RECALL:**

The Board recognizes that the purpose of seniority is to provide a declared policy as to the order of layoff and recall of employees, and for consideration in advancement or promotion (if the employee is qualified). If any openings subsequently occur, the laid-off employee with the most continuous service shall be recalled first. Employees on layoff status will retain recall rights for a period of two (2) years from date of layoff within their job category or a formerly held job category. If an employee without good reason fails to respond within five (5) days after the notice of recall, or refuses to return to work within a reasonable time period when recalled, the employee shall lose their seniority rights. The Board shall determine what constitutes a good reason for failure to respond or return to work when the employee has been recalled. Good cause shall include, but not be limited to, temporary illness and temporary absence from the city, or appropriate notice of resignation to a current employer, not to exceed two weeks. For the purpose of layoff and recall, seniority is defined as the date of employment in the specific job category.

Paraprofessionals are categorized according to their job category as follows:

1. Campus Supervisor – Middle School
2. Clerical Paraprofessional 1
3. Clerical Paraprofessional 2
4. Instructional Paraprofessional
5. Managerial Paraprofessional
6. Security Monitor – High School
7. Special Education Paraprofessional ,
8. Technology Paraprofessional

Effective July 1, 2006, existing Instructional/Managerial Paraprofessionals will be reclassified as Special Education Paraprofessionals. Seniority dates identified for Instructional/Managerial Paraprofessional designation will become the seniority date for Special Education Paraprofessional assignment.

An employee is to have two (2) weeks advance notification in writing of a reduction in staff resulting in their layoff or reduction of hours. Employees with the least continuous service in a job category shall be laid off first. Reductions of more than one (1) hour per day will afford non-probationary employees' rights in the order below Similar hours are

defined as positions up to one hour less per day and no more annualized hours than the employee's current assignment.

- a) Placement into vacancies in the same job category with similar hours, or
- b) Employee may displace the least senior employee in the same job category with the same/similar hours as long as the displaced employee is less senior, or
- c) Employee may displace the least senior employee in a formerly held job category with the same/similar hours as long as the displaced employee is less senior.
- d) In lieu of the above placements, an employee may accept layoff and retain rights to recall as defined in Article X. Seniority or apply for other positions for which the employee is qualified.

## **ARTICLE IX.**

### **VACANCIES:**

New positions or vacancies will be posted on the district website for a period of five (5) working days. Increases to positions of 1 hour per day or less may be made without requiring a posting. Applications of the interested parties should be submitted to the Human Resources office.

A copy of the letter to the candidate(s) selected for the position shall be sent to the appropriate supervisor and the appropriate steward.

## **ARTICLE X.**

### **BENEFITS:**

#### **Section 1. Eligibility**

- (a) An employee must be assigned to work more than 14 hours per week and complete 30 calendar days of employment in order to be eligible to enroll in the District's fringe benefit programs. The employee will be eligible for benefits on the 1<sup>st</sup> of the month following the completion of the 30 days referred to above.

- (b) An employee must pay the employee's portion of premium for medical/dental coverage one (1) month in advance, if the employee's earnings are not sufficient to cover any monthly premium amount which exceeds the District's maximum contribution.
- (c) Part-time employees working more than 14 hours per week but less than 40 hours per week shall be eligible for hospitalization-major medical, dental and life insurance. The monthly district contribution will be provided according to the number of hours assigned of the 40 hour week. If the premium for the hospitalization-major medical insurance selected is less than the maximum district contribution specified in Section 2., then the monthly premium will be prorated according to the number of hours assigned of the 40 hours week.

Section 2. Liability

The District shall provide liability insurance for Paraprofessional employees consistent with the amount granted other employees in Independent School District No. 280.

Section 3. Medical Benefits

- (a) The School District shall provide a program of single and dependent medical benefit insurance. The District will select the insurance carrier and policy after considering the recommendations of the insurance committee. Any modifications to the deductible amounts and plan options during the term of the contract may be agreed upon via a Memorandum of Agreement between SEIU 284 and the District.
- (b) Participation in the School District insurance program is voluntary on the part of the employee. No additional compensation will be made to those who choose not to accept any or all portions of the program.
- (c) The District shall offer at least one high-deductible medical benefit plan coupled with a VEBA Trust in addition to its other health insurance plans. Each employee who chooses to enroll in a high-deductible/VEBA plan shall receive a District contribution to a VEBA account set up for that employee. The following provisions shall apply to the high-deductible/VEBA plan offered by the District:

1. Single Coverage: The District shall pay the full cost of the single premium for the high-deductible plan. For information purposes only, this is the \$1250/\$2500 deductible plan option during the 2018-2019 school year. In addition, the District will make a \$750 annual contribution, paid on a monthly basis, to the employee's VEBA account.
  2. Dependent Coverage: The District shall pay \$1300.00 per month toward the cost of the dependent premium for the high-deductible plan. In addition, the District will make a \$1,000 annual contribution, paid on a monthly basis, to the employee's VEBA account.
  3. The employer will contribute up to \$6.00 per month to the VEBA trust for administrative fees.
- (d) Each employee enrolled in the program shall contribute, through payroll deduction, any premium amount which exceeds the District maximum contribution. Enrollment in the program shall be on an annual basis.
- (e) All employees who have at least fifteen (15) years of continuous employment in the Richfield School District and who are at least age fifty-five (55) may continue\* to participate in the District Medical Benefits program. An employee who retires will also be allowed to continue in the District Dental program. For employees hired prior to January 1, 2011, the District contribution for retired employees participating in Medical Benefits and Dental programs will be adjusted so that it is the same for retired employees as it is for active employees. Any additional premium cost must be paid by the retiree and will be increased annually. This provision shall apply until the individual becomes eligible for another employers\*, or any other health plan, or according to the following schedule, whichever comes first.
- |                                     |            |
|-------------------------------------|------------|
| Completion of 15 years in Richfield | 48 months  |
| Completion of 20 years in Richfield | 60 months  |
| Completion of 25 years in Richfield | 72 months  |
| Completion of 30 years in Richfield | 120 months |

\*"continue" means that the employee has enrolled in the District's medical and/or dental plans he/she desires to participate in following retirement during the open enrollment period that takes place at least 12 months prior to retirement.

\* Provided the aggregate value of benefits of another employers medical insurance is not less than the medical insurance plan in effect for ISD 280, nor will the employee payment for another employer's premiums be greater than the amount required by the labor agreement in effect between ISD 280 and SEIU 284 Paraprofessionals.

(f) For Paraprofessionals hired after December 31, 2010, the District will contribute toward a Health Care Savings Plan Account for the individual employee. Funds will accrue in the individual's account and become available to the employee at time of separation from the District. The District will make contributions to the account as follows:

1. \$2,500 at the completion of 10 years in the District; and
2. \$250 at the completion of each additional year of experience in the District.
3. The amounts above in 1. and 2. will be prorated based on the employee's FTE for the period covered.
4. The District makes no representations or guarantees regarding the tax qualified status of any Health Care Savings Plan selected.

Section 4. Dental Insurance

The School District will purchase dental insurance for all full time paraprofessional employees and their dependents. The District shall contribute to a maximum of \$59.00 effective July 1, 2018 for a plan based on a composite bid quotation. If the composite cost exceeds the District contribution, the excess amount shall be prorated on a monthly basis among the employees with dependent coverage.

Section 5. Life Insurance

Employees working 14 or more hours per week will receive a five thousand (\$5,000) dollar term life insurance policy.

Section 6. Tax Shelter Annuities

(a) All personnel may participate in the Tax Sheltered Annuities program.



- (b) All employees who wish to enter the Tax Sheltered Annuity program for the first time, on a non-matching basis, must complete the District and company forms provided for this purpose and must submit the District forms to the Human Resources office. Entry into the program may occur at any time. The District Tax Sheltered Annuity Form must be completed and returned to the District Human Resources office at least thirty (30) days before the payroll date on which tax deduction is to begin.
- (c) An employee who has filed the District Tax Sheltered Annuity program form shall have that program automatically continue for the identified dollar or percentage amounts as indicated on the form until changed or cancelled. A new form will be needed each year only if the individual wishes to make a change in the present plan, i.e. carrier, dollar amount or percentage.
- (d) The District will contribute on a matching basis up to 1% of salary for employees beginning after five (5) years of employment and up to 2% of salary upon completion of eight (8) years of employment. Initial entry or re-entry into the District matching program shall occur on September 1 or January 1 of each year provided the District Tax Sheltered Annuity form is submitted to the Human Resources office 30 days in advance.

## **ARTICLE XI.**

### VACATIONS:

#### Section 1. Accrual

July 1<sup>st</sup> shall be the anniversary for determining vacation accrual.

#### Section 2. Compensatory Time

All employees who are employed on a twelve (12) month basis, working forty (40) hours per week, shall be granted ten (10) days vacation in the first year, prorated for employment less than a full year; fourteen (14) days after five (5) full years; fifteen (15) days after six (6) full years; and sixteen (16) days after seven (7) full years, beginning July 1<sup>st</sup>.

Section 3. Schedule

The vacation schedule shall be determined by agreement with the administration.

Section 4. Resignation

An employee resigning from the system shall receive earned vacation on a prorated basis to the date of termination provided that two weeks written notice is given to the employer.

Section 5. Retirement

An employee retiring during the interim for reasons of disability or normal retirement shall be entitled to a prorated earned vacation.

Section 6. Usage

Vacation may not be used in advance of earning it.

Section 7. Limitations

Vacation or personal leave requests will be reviewed by the Paraprofessional's supervisor and the number of employees absent from any one (1) building or work area, on any given day, may be limited based on the needs as determined by the supervisor. Employees denied a vacation, may request a review of the request by the Director of Human Resources.

## **ARTICLE XII.**

### **RETIREMENT:**

Section 1. Severance Pay

- (a) An individual who has at least ten (10) years of credited experience in the Richfield Public Schools and who is at least age fifty-five (55) shall receive severance pay upon resignation. For purposes of this section, credited experience is defined as the number of years the employee works more than 14 hours per week. The amount of severance pay shall be based on the individual's accrued sick leave. Accrued sick leave shall mean the number of days the individual has accumulated at the effective date of retirement or the average of

one's working career with the District as a paraprofessional, whichever is greater. The individual's severance pay shall be the sum of the applicable amounts determined by the provisions of both Subdivisions (c) and (d).

Severance pay is considered earned only after the employee completes active employment through the Board approved retirement date.

- (b) For Paraprofessional employees Subdivisions (c) and (d) will be prorated in relationship to the number of hours worked at the time of retirement, for example:

- Eight (8) hour personnel – 100%
- Seven (7) hour personnel – 7/8
- Six (6) hour personnel – 3/4
- Five (5) hour personnel -- 5/8
- Four (4) hour personnel -- 1/2 etc.

- (c) The individual shall multiply accumulated sick leave by the appropriate percentage indicated below. The product of this multiplication shall then be multiplied by fifty (\$50.00) dollars for the years 2018-2019 and 2019-2020 to determine the severance pay for this Subdivision. In no case, however, shall the benefit from this Subdivision exceed seven thousand five hundred (\$7,500) dollars.

- Ninety percent (90%) of accrued sick leave

- (d) An individual who has at least fifteen (15) years of credited experience as defined earlier in this section in the Richfield School District shall be paid the following amount as defined in Subdivision (a).

- \$3,500

Approved unpaid leave of absence shall not detract from credited experience except for layoffs during traditional school year.

- (e) The individual shall receive the amount of severance pay in one (1) lump sum payment within thirty (30) days of the last date of employment by the District.

If an individual dies before all or a portion of the severance pay has been disbursed, that balance due shall be paid to a named beneficiary or, lack of same, to the deceased's estate.

- (f) The provisions of the Richfield Public School retirement Article shall apply to resignations for retirement for 2018-2019 and 2019-2020.

## **ARTICLE XIII.**

### **GRIEVANCE PROCEDURE:**

#### Section 1.     Definition

A grievance shall mean a written complaint by an employee, group of employees, or the union that there has been a violation, misinterpretation, or misapplication of this agreement.

#### Section 2.     Timeliness

Within fifteen (15) working days following knowledge of the act or condition which is the basis of the complaint, the grievant may file a grievance beginning at Step 1 and proceeding through each succeeding step until the grievance has been resolved. Except by mutual agreement, failure by the employer at any step to communicate a decision within the specified time limit shall permit the grievant to proceed to the next step; likewise, failure by the grievant at any step to appeal a grievance to the next step within the specified time limit shall be considered acceptance of the decision at that step. The time limits for decision or appeal are as follows:

- Step 1 - five (5) working days
- Step 2 - ten (10) working days
- Step 3 - ten (10) working days

Decision or appeal should be completed as soon as possible but shall not exceed the time limit specified.

Section 3. Steps

Step 1: The cognizant supervisor.

Step 2: The Director of Human Resources or designee.

Step 3: The office of the Superintendent or designee.

Step 4: Arbitration under the Public Employment Labor Relations Act incorporating the use of one arbitrator; the arbitrator's award being final and binding upon the parties.

Section 4. Union Representation, Intervention and Initiation

The grievant shall have the right of union representation at each step. Management and the union shall have the right to intervene and present its position at any step in the grievance procedure. Management or the union itself may initiate a grievance on any matter affecting the application or interpretation of this Agreement.

Section 5. Reprisals

No reprisals shall be invoked against any employee for processing a grievance.

Section 6. Cost of Transcript

The cost of a transcript of the arbitration shall be borne by the party demanding the transcript. If no demand is made, but a transcript is required, the cost shall be shared equally by the parties involved.

PARAPROFESSIONALS CONTRACT DOCUMENT AUTHORIZATION

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

For: SEIU Local 284  
450 Southview Blvd.  
South St. Paul, Minnesota 55075

For: Richfield Public Schools #280  
7001 Harriet Avenue South  
Richfield, Minnesota 55423

\_\_\_\_\_  
Union Representative

\_\_\_\_\_  
Board of Education Chairman

\_\_\_\_\_  
Union Representative

\_\_\_\_\_  
Board of Education Clerk

\_\_\_\_\_  
Union Representative

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

Dated this \_\_\_\_ day of \_\_\_\_\_, 2018

Dated this \_\_\_\_ day of \_\_\_\_\_, 2018

THIS AGREEMENT shall be in force from July 1, 2018, through June 30, 2020, and shall continue as is from year to year unless either party shall notify the other in writing sixty (60) days prior to expiration date of their desire to re-open negotiations.