

**AGREEMENT**

Between

**ROSEVILLE INDEPENDENT SCHOOL DISTRICT NO. 623**

And the

**CULTURAL LIAISONS**

**AFSCME COUNCIL NO. 5**

Local No. 1129

Covering Terms and Conditions of Employment  
For Cultural Liaisons  
Contract Duration: July 1, 2021 through June 30, 2023

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## ARTICLE 1

### PURPOSE

Section 1. Parties: THIS AGREEMENT is entered into between The School Board of Independent School District No. 623, Roseville, Minnesota (hereinafter referred to as the employer) and AFSCME Council 5 Local 1129 (hereinafter referred to as the Union) pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, as amended, (hereinafter referred to as P.E.L.R.A.) shall provide the terms and conditions of employment for all members in the appropriate unit during the duration of this Agreement.

## ARTICLE 2

### RECOGNITION OF EXCLUSIVE REPRESENTATIVE

Section 1. Recognition: In accordance with the P.E.L.R.A. the school district recognizes AFSCME Council 5, Local 1129 as the Exclusive Representative of Cultural Liaisons employed by the school district, which as exclusive representative, shall have those rights and duties as prescribed by the P.E.L.R.A. and as described in this Agreement.

Section 2. Appropriate Unit: The exclusive representative shall represent all the employees of the district as defined in this Agreement as defined in the appropriate unit certified by the Bureau of Mediation Services in Case No. 21PCE0068

All Cultural Liaisons employed by Independent School District No. 623, Roseville, Minnesota, who are public employees, within the meaning of Minn. Stat. 179A.03, subd.14, excluding supervisory, confidential and all other employees.

## ARTICLE 3

### DEFINITIONS

Section 1. Terms and Conditions of Employment: The term "terms and conditions of employment" shall have that meaning as described in P.E.L.R.A.

Section 2. School District: For purposes of administering this Agreement, the term "school district" shall mean the school board or its designated representative.

Section 3. Work Calendar: All Cultural Liaisons will be on a 185 day calendar; however, those who are currently on a 190 day calendar or above will keep their current calendars until 06/30/2023 then move to a 185 day calendar. After the 21-22 academic school year, summer hours will be posted and time-carded for extra hours as needed for those who are not grandfathered. Cultural Liaisons will keep their same hourly pay rate during the summer.

Section 4. Full-Time Employee: Any employee who works at least 30 hours per week in the Cultural Liaison unit.

Section 5. Regular Part-Time Employee: Any employee who works at least 14 hours per week and fewer than 30 hours per week in the Cultural Liaison unit.

Section 6. Eligible Employee: Persons who are scheduled to work at least six hours per day/30 hours per week for the school district.

- Section 7. Other Terms: Terms not defined in this Agreement shall have those meanings as defined by the P.E.L.R.A.
- Section 8. Work Day: working hours in the school shall be set by the supervising administrator. All employees working 6 hours or more shall be granted an unpaid duty free lunch period of 30 mins. Employees working at least 4 hours will receive one 20 min paid break. Upon agreement with the supervisor, employee will also get a 30 min unpaid break if working between 4 and less than 6 hours.
- Section 9. Duty Days: The school district shall establish the calendar and employees' duty days for each school year, and the employees shall perform services on such days as determined by the school district, including those legal holidays on which the school district is authorized to conduct school, and pursuant to such authority as determined to conduct school.
- Section 10. New hire: Anyone completely new to the district or anyone who returns to the district after being gone for 3 consecutive years.
- Section 11. Rehire: Employee hired within 3 consecutive years of resignation/retirement from Cultural Liaison contract will be placed at the same/similar pay rate. If an employee returns with more direct experience the district may pay them at a higher rate based on that experience.
- Section 12. Specialty Group: The cultural, affinity group, and/or language in which the employee provides support for community and family engagement, student achievement, and the special education process. Specialty groups include but are not limited to: African American, Native American, Hmong, Karen, Latinx, Bhutanese/Nepali, and Somali.

## ARTICLE 4

### COMPENSATION

- Section 1. Compensation:
- 1.1 New employees will normally be hired at entry class of the appropriate Responsibility Class. However, where prospective employees are obviously well-qualified to assume greater responsibilities they may be considered for employment placement up to the third step of the schedule at the discretion of the employer.
  - 1.2 Higher education degrees count as one year of experience.
  - 1.3 Rehire: Employee hired within 3 consecutive years of resignation/retirement from Cultural Liaison contract will be placed at the same/similar pay rate. If an employee returns with more direct experience the district may pay them at a higher rate based on that experience.
  - 1.4 Longevity Award: \$500 per year into the HCSP for those employees after completing their 25<sup>th</sup> year of employment as of June 1st.

### Salary Schedule

<u>Cultural Liaison</u>	<u>2021-2022</u>	<u>2022-2023</u>
Step 1	\$20.75	\$21.17
Step 2	\$22.43	\$22.88
Step 3	\$24.27	\$24.73
Step 4	\$25.96	\$26.48
Step 5	\$27.10	\$27.65
Step 6	\$28.45	\$29.02

#### Section 2. Salary Progression

- 2.1 Step advancement on the salary schedule will be considered annually on July 1.
- 2.2 A new employee hired after January 1 shall not receive an annual adjustment on the subsequent July 1.

#### Section 3. Wage movement between contracts: If an employee moves from one AFSCME contract from another, the union and the district will meet and confer on appropriate placement.

#### Section 4. Pay Days:

- 4.1 Salary shall be paid on the 15th and 30th or the duty day nearest the 15th and 30th. In the event that the 15th or 30th falls on a weekend or on a holiday, payday shall be on the preceding working day. There will be equal installments paid over the work year for each employee: i.e., no multiple pay-off checks in June.
- 4.2 Hourly payroll timecard shall be turned in twice a month, on the 15th and the 30th. If payroll timecards are received on time, hourly employees will be paid on the 30th of the month for hours worked from the 31st of the preceding month through the 15th, and will be paid on the 15th of the month for hours worked from the 16th through the 30th of the preceding month.
- 4.3 Successor Agreement: In the event a successor Agreement has not been executed at the time of the expiration of this Agreement, an employee shall be compensated at the status quo rate and step until such time a new Agreement is executed, which Agreement shall govern the employee's rate and step advancement.

Section 5. Overtime: The district will pay for overtime worked during each payroll period. Overtime should be reported on a payroll timecard.

5.1 All time in excess of 40 hours worked per week will be paid at time and one half.

5.2 Approval must be obtained from the supervising administrator before overtime hours are worked.

Section 6. Out-of-Job Classification:

6.1 If an employee is required to work in a higher-level position in or outside this contract, after 10 working days the employee shall be paid at the higher position's salary level per agreement between employee and District with reasonable notice to the Union. This payment shall be retroactive to the first day in that position. For the purpose of this Section, an "out-of-class" assignment is one in which an employee is required to perform the responsibilities of the incumbent's position as determined by the incumbent's job description.

Section 7. Job Reclassification: Jobs will be classified according to responsibility Classes. Employees shall be notified of their job classifications at the beginning of the employment year.

7.1 When substantial changes in position responsibility have occurred, a request for reclassification and a revised position writeup, which has been approved by the supervising administrator, shall be submitted to the Reclassification Review Committee for review and classification. The School District shall keep the Union informed as to the names of the members of the Committee.

## ARTICLE 5

### PROBATION/PERFORMANCE EVALUATION

Section 1. Probationary Period: A new employee under the provisions of this Agreement shall serve a probationary period of one full working contract year of continuous service in the school district during which time the school district shall have the unqualified right to suspend without pay, discharge or otherwise discipline such employee; and during this probationary period, the employee shall have no recourse to the grievance procedure, insofar as suspension, discharge or other discipline is concerned. However, a probationary employee shall have the right to bring a grievance on any other provisions of the contract alleged to have been violated. An employee hired prior to January 1, will receive a step increase the following year.

Section 2. Probationary Performance Evaluation: A probationary performance evaluation will be scheduled during the first year to determine if an employee has successfully completed the probationary period. Employees shall be given the opportunity to add their written comments if they so desire.

Section 3. Post-probationary Performance Evaluation: Regular employee/ supervisor communication is encouraged to give the employee direction toward continuous improvement of job performance. Employees that successfully complete their probationary period will receive summative performance evaluations at least once every five years, along with employee/supervisor communication to give the employee direction toward continuous improvement of job performance. Employees shall be given an opportunity to add their written comments.

## ARTICLE 6

### STAFF DEVELOPMENT

- Section 1. Staff Development Program: Purpose: To encourage the improvement of general and specific competencies related to the duties of a Cultural Liaison. Implementation: Staff development will be encouraged in the following ways:
- 1.1 Employees and supervisors will collaborate for staff development.
  - 1.2 If a supervisor requires attendance at a district-provided training during non-duty hours, that time will be time-carded.

## ARTICLE 7

### DISCIPLINE

- Section 1. Discipline Process: The employer may discipline an employee only for just cause. Discipline, when administered, may be progressive, the specific level of discipline chosen is solely within the discretion of the school district. Circumstances surrounding each individual case will affect the level chosen. Normally the employer will utilize the levels for discipline in the order listed below.
1. Verbal Notification
  2. Written Reprimand
  3. Written Notice of Deficiency
  4. Suspension
  5. Termination
- Section 2. Union Representation: An employee called in for a disciplinary conference shall be informed in writing of their right to have a union representative present. A copy of the written reprimand to an employee covered by this agreement may be forwarded to the union at the request of the employee. An employee, other than a probationary employee, may appeal a disciplinary matter through the contractual grievance procedure.
- Section 3. Discharge Notice: Prior to discharging an employee, the employer shall notify the employee and the union of the reason(s) for the discharge and the effective date thereon. The employee may request an opportunity to hear the evidence against him/her and to present her/his side of the story to the employer's representative. The employee is entitled to have the union representative at this meeting, if the employee requests such representation. The right to such meeting shall expire at the end of the next scheduled work day of the employee after notice of discharge is delivered to the employee, unless the employer and the employee agree otherwise. The discharge shall not become effective during the period when the meeting may occur.



## ARTICLE 8

### DUES CHECKOFF/UNION SECURITY

- Section 1. Right to Views: Nothing contained in this Agreement shall be construed to limit, impair or affect the right of any employee or representative to the expression or communication of a view, grievance, complaint or opinion on any matter related to the conditions or compensation of public employment or their betterment, so long as the same is not designed and does not interfere with the full, faithful and proper performance of the duties of employment or circumvent the rights of the exclusive representative.
- Section 2. Right to Join: Pursuant to P.E.L.R.A., employees shall have the right to form and join labor or employee organizations and shall have the right not to form and join such organizations.
- Section 3. Request for Dues Check-Off: The Exclusive Representative shall be allowed dues checkoff for its members, provided that dues checkoff and the proceeds thereof shall not be allowed to any exclusive representative that has lost its right to dues checkoff, pursuant to P.E.L.R.A. Upon receipt of a properly executed authorization card of the employee involved, the school district will deduct from the employee's paycheck the dues that the employee has agreed to pay to the employee organization. Dues shall be deducted in equal installments on the 15th and 30th day of each month. The aggregate deductions for all employees shall be remitted, together with an itemized statement, to the Treasurer of the Local Union within 15 days of such deduction. Deductions shall not be made for less than 12-month employees for the months they are not employed by the school district.
- Section 4. Information: District will provide a monthly (October – May) report to both the Union's AFSCME representative and the Union president. One additional report will also be provided just prior to the Back to School Workshop. Said report will be comprised of the names of those employees in the bargaining unit, along with title and location, mailing addresses on record, current hourly rates of pay, number of hours worked in school year, FTE, and classification start date. District will include sick leave bank hours in the monthly October-May reports and before back to school report to the union.
- Section 5. Bulletin Boards: The employer shall provide reasonable bulletin space for use by the Union in each building for posting notices of Union business and activities.
- Section 6. Union Stewards: The Union may designate certain employees from the bargaining unit to act as stewards and shall notify the Employer, in writing, when elected officials are chosen.

## ARTICLE 9

### JOB POSTINGS

- Section 1. Vacancies: In the event, a vacancy occurs within this unit the district will post the vacancy for a period of seven calendar days during the school year and 10 calendar days during the summer.
- 1.1 The vacancy notice will be sent to the Union Field Representative, posted in each district building, and posted on the district's website.

- 1.2 Employees desiring to transfer to a vacant position within the bargaining unit shall notify, in writing, to Human Resources.
- 1.3 All postings shall indicate the title, starting and ending date if appropriate, hours and location of the position, and the person to whom the application is made.

Section 2. Summer Openings: If a school year Cultural Liaison job opening occurs during the summer months when employees are not normally on duty, the district will notify the Union Field Representative and the employees in the following manner:

- 2.1 The vacancy notice will be sent to the Union Field Representative, posted in each district building, and posted on the district's website. Supervisor will email cultural liaison staff regarding summer openings. Employees interested in vacant and internal postings can view and apply for positions through the district website.
- 2.2 After the 21-22 academic school year, summer hours will be posted and time-carded for extra hours as needed for those who are not grandfathered. Cultural Liaisons will keep their same hourly pay rate during the summer.

## ARTICLE 10

### REDUCTION IN STAFF

Section 1. Staff Reductions: Staff reductions, when necessary, will be made by the supervising administrator keeping in mind the best interests of the students, staff, and program.

- 1.1 Supervising administrators will inform Human Resources of staffing needs each spring. Human Resources will consult with the Union Field Representative before final staffing decisions are made. Supervising administrators will then discuss the needs with building administrators and will notify affected employees prior to the end of the school year of any reduction in the employee's hours or the elimination of an employee's position. Human Resources upon receiving this information from the buildings will consolidate this information and notify the Union Field Representative.
- 1.2 Definition of Seniority: Seniority for the purposes of this Agreement shall be based on continuous regular and probationary service with the employer, as determined by the employee's initial date of hire in the Cultural Liaison bargaining unit. Continuous service shall be interrupted only by separation because of resignation from district employment, termination for just cause, failure to return upon expiration from a leave of absence, failure to respond to a recall from layoff, or retirement. Cultural Liaisons on leave will remain on the seniority list. Employees rehired after any of these interruptions of service shall acquire seniority from the most recent date of hire.

- 1.3 Seniority Lists: The seniority lists will include each employee in the order of seniority, the employee's, title, cultural demographic served, hours worked per day in Cultural Liaison unit, the employee's date of hire in the Cultural Liaisons bargaining unit. Language within Article 10, Reduction in Staff, will apply to these lists. On or before November 15 of each year, seniority lists shall be posted by the employer on all employee bulletin boards and the employer shall forward to the Union. The seniority list will include hours worked per day, for information purposes only. When two or more employees have the same seniority date, seniority shall be determined by (a) the earliest date of Board action of employment with the district, and (b) the length of experience in the class in which the tie is being broken.
- 1.4 Criteria to be considered when determining staff reductions:
- A. Impact on student needs
  - B. Programmatic needs
  - C. Funding
  - D. Length of employment in Cultural Liaison contract/seniority
  - E. Specialty
- 1.5 Employees in layoff shall be automatically considered/applied for all posted or new cultural liaison positions within their qualifications.
- 1.6 Bumping shall mean the process by which a more senior employee whose position hours have been reduced or position has been eliminated, may displace a less senior employee within their specialty group (ie: African American liaison can only bump another African American liaison). A part time employee cannot displace a full time employee as defined in the contract.
- 1.7 Order of layoff: when the district effects a layoff employees shall be laid off in inverse order of the employee's seniority within a seniority group and within the specialty group. The employee having the least level of seniority in a listed seniority group will be the first laid off.
- 1.8 Employees who are affected by subdivision 2 and whose positions are eliminated will be placed in a recall pool. Recall list with a timeline, in seniority order within the specialty group, employees are called back before posted and offered a position within a 2 year timeline. Once a recall pool employee is rehired or offered an equivalent position with equivalent hours (equal to or greater than previous assignment), then they will be removed from the recall list. In the event, the employee refuses a position in the same seniority list within the specialty group at the previous number of hours or more, their rights under this section shall be terminated.

- 1.9 Staff reduction decisions may be appealed in writing to the Superintendent or a designee:

Staff Reduction: In the event a Cultural Liaison who is a member of the Cultural Liaison bargaining group has his/her hours reduced from six or more to fewer than six hours and thus loses district payments toward benefits and if additional Cultural Liaison hours (in area of reduction) become available due to additional staffing allocations, resignations, or retirements, then the supervising administrator is encouraged to reinstate such hours so that the Cultural Liaison becomes eligible for district paid benefits, i.e., returns to at least six hours per day. Prior to reinstatement of hours the supervising administrator will analyze programmatic needs. If the programmatic needs are such that a reinstatement of hours to that Cultural Liaison would not be in the best interests of the students, then the supervising administrator may choose to staff accordingly.

## ARTICLE 11

### LEAVE OF ABSENCE

#### Section 1. Sick Leave:

- 1.1 Full-time employees shall earn sick leave at the rate of 15 days for each year of service in the employ of the school district. Part-time employees (those working between 14 and 30 hours per week) shall earn 15 prorated days of sick leave per year; i.e., a four hour/day employee would receive 15 four hour days or 60 hours of sick leave. Annual sick leave shall be credited on the first day of each contract year to each employee.
- 1.2 Unused sick leave days may accumulate to a maximum of 215 days of sick leave per employee.
- 1.3 If an employee is absent for personal illness in excess of three (3) days, the school district may require that the illness be certified by the attending physician and permission given by the physician for the employee to return to work. In the case of frequent or intermittent illness, the employee may be required to submit a certificate concerning the condition of health from a physician.
- 1.4 Sick leave allowed shall be deducted from the accrued sick leave days earned by the employee.
- 1.5 Sick leave pay shall be approved upon submission of signed request upon the authorized sick leave pay request form available at the office.
- 1.6 Up to five days of sick leave may be used by a non-child-bearing co-parent upon the birth of a child.
- 1.7 Sick leave may be used for surgery only in emergencies as declared to exist by the attending physician. Surgery should be planned for vacation periods. Sick leave may be used for emergency medical/dental work only. Routine medical/dental work should be planned for outside of school hours.
- 1.8 Sick leave is to be used to cover the personal illness of the employee. Also emergencies or illness in the immediate family (Immediate family includes spouse/domestic partner, child, or parent/comparable in-laws.) Days used shall be deducted from sick leave.

- 1.9 Up to eight hours of sick/emergency leave may be used per school year for activities related to the employee's family, provided such activities cannot be scheduled outside of the employee's duty day.
- 1.10 Upon termination of an employee's employment for any reason, all sick, current or cumulative, shall be automatically canceled.
- 1.11 Employees may contribute up to 40 hours of sick leave to a "sick leave bank." The maximum amount that may be contributed is 2080 hours for this contract group.
- 1.12 An employee who resigns for any reason and returns to the District within three (3) years shall retain all unused Sick Leave accumulated from previous years.

Section 2. Emergency Leave: Emergency leave, the days used to be deducted from sick leave, may be used pursuant to this Section.

- 2.1 Up to but not to exceed five days with full pay shall be allowed for absence due to death of a spouse/partner, child (including step-children, foster children, or children under legal guardianship), siblings or parents (including step-parents or step-siblings) and up to but not to exceed two days with full pay shall be allowed for absence due to death of grandparents (including step-grandparents) and comparable in-laws to persons listed above. Absence due to death of a family member not listed above or for death of a close friend or for critical situations may be approved by the Superintendent or their designated agent. Any absence beyond such days shall be unpaid days approved by the supervisor.
- 2.2 One day of absence due to illness in the immediate family, or a critical family situation where no other arrangements are possible may be approved by the supervising administrator, with any additional day(s) of absence to be approved by the Superintendent, with the right of appeal to the Board.
- 2.3 One day for critical situations not covered previously making it impossible for the employee to report for work may be allowed as determined by the Superintendent or the Superintendent's designated agent. Bad weather in the local area or poor driving conditions are not considered a legitimate excuse for a day when school is in session.
- 2.4 Any unusual case of absence not covered above will be considered upon the presentation of the facts in writing to the Superintendent or their designated agent.

Section 3. Subpoenaed Court Appearance:

- 3.1 If an employee is required to appear in court as a result of involvement in matters related to school duties, neither sick nor emergency leave shall be deducted.
- 3.2 Absence of an employee due to court action initiated by the employee or an organization, of which an employee is a member for personal, monetary or other gains shall require use of vacation leave. If no vacation leave is available, the employee may make an application for short-term leave.
- 3.3 An employee required by the court to appear in non-school related cases not covered in Subdivision 2 shall have emergency leave available.

- 3.4 Requests for exception to such deductions shall be submitted in writing to, and subject to the approval of the Superintendent or the Superintendent's designated agent.
- 3.5 To the extent that per diem payments are received, the salary paid shall be reduced in like amount.
- 3.6 Employees subpoenaed to serve on jury duty shall not have monies or leave time deducted for the days served. The per diem amount paid by the court for such service minus mileage shall be remitted to the district.

Section 4. Vacation:

- 4.1 Cultural liaisons will receive 2 vacation days per year. Unused vacation days will accrue to a maximum of 6 vacation days. Cultural liaisons will retain any previously accrued vacation time earned as of June 30, 2022.
- 4.2 Employees who have been with the district for more than ten years will receive one extra vacation day per year.
- 4.3 Grandfather current cultural liaison meet and confer language regarding those who work 260 or more days until June 30, 2023.

Section 5. Short-Term Leaves:

- 5.1 Short-term leave shall be without pay.
- 5.2 Short-term leave shall be requested only if personal leave has been exhausted or is not available.
- 5.3 Short-term leave shall be granted only in extraordinary circumstances as determined by the Supervisor or the Superintendent's designated agent.
- 5.4 Short-term leave shall be allowed up to 10 working days.
- 5.5 Requests for short-term leave shall be in writing to the supervising administrator a minimum of 15 working days prior to the beginning of desired leave. The supervising administrator shall then transmit the request, with recommendation, to the Superintendent or the Superintendent's designated agent for final action. The response from the district will be sent to the employee within a timely manner.
- 5.6 Short-term leave shall usually be limited to once each five-year period of employment.

Section 6. Union Leave: Designated union members shall be granted up to 140 hours biannually for attendance at conferences, conventions and negotiations, including mediation during negotiations year. Stewards will be allowed to leave their job sites to conduct union business related to employee discipline/grievances, provided that they ask permission from their supervising administrator. Supervising administrators will be notified annually of stewards by name.

Section 7. Parental Leave: Parental leave to prepare and provide parental care of a child or children of the employee for an extended period of time shall be available without pay to members of the appropriate unit according to the following provisions:

- 7.1 The employee shall notify the Superintendent or the Superintendent's designated agent in writing at least three (3) calendar months in advance of the intended leave and shall indicate the requested date of return. The three (3) month requirement may be waived by the Director of Human Resources if factors beyond the control of the employee are present.
- 7.2 The school district may adjust the proposed beginning and/or ending dates of parental leave so that the dates are coincident with some natural break in the school year.
- 7.3 Parental leave may be granted up to 12 calendar months.
- 7.4 Parental leave may extend by mutual agreement between the employee and the Superintendent or the Superintendent's designated agent for a period not to exceed 15 calendar months including the summer vacation period, but shall not extend beyond June 30 of the year following the arrival of the child. Employees falling under a year round school calendar may extend beyond June 30 by mutual agreement.
- 7.5 Whenever parental leave extends to June 30, or beyond, the employee must notify the Superintendent or the Superintendent's designated agent in writing by March 1 of the intent to return to the district the following year.
- 7.6 The employee on parental leave may continue medical, dental, and/or life insurance at their own cost, commencing with the beginning of the parental leave in accordance with Consolidated Omnibus Budget Reconciliation Act (COBRA) regulations. If the employee applies and qualifies for the provisions of the Family Medical Leave Act, then the insurance payments would be in accordance with the law. FMLA provisions may apply to adoption leave or foster parent leave.
- 7.7 An employee returning from parental leave will be assigned to a position comparable to the one the employee held before taking the leave.
- 7.8 An employee not returning from parental leave at the designated time shall be considered to have terminated employment and shall have forfeited rights to future job placement unless the employee is certified by a physician as unable to return because of an accident or illness unrelated to pregnancy or because of physician documented "complications of pregnancy."
- 7.9 An employee who is pregnant may elect to utilize sick leave. In that event, the employee will continue working until a physician certifies that they can no longer fulfill the requirements of the position. During the period of disability, the employee is eligible to receive sick leave benefits. An employee may choose to take parental leave after disability leave has been utilized. In the event no parental leave is taken, the employee is required to return to work as soon as the employee is physically able as certified by a physician.
- 7.10 Up to 30 days of paid sick leave may be used following the adoption of a child, provided those days are part of the employee's work calendar.
- 7.11 Up to five (5) days of emergency leave may be used by the non-child bearing co-parent upon the birth of a baby

Section 8. Termination: Upon termination of an employee for any reason, all sick leave or emergency leave, current or accumulative, shall be automatically canceled. However, an employee who resigns for any reason and returns to the school district within three years shall retain all annual sick leave and emergency leave accumulated from previous years.

Section 9. Credit: An employee who returns from unpaid leave shall retain experience credit for pay purposes and other benefits which had accrued at the time the leave commenced. No credit shall accrue for the period of time that an employee was on unpaid leave.

Section 10. Long-Term Leave:

10.1 An individual employee may be granted a leave of absence without pay for up to one employment year for professional growth or to investigate an alternative employment opportunity. Applications must be filed with the employee's immediate administrative supervisor on or before March 1 of the employment year prior to the leave year.

10.2 If an employee is eligible for insurance benefits and the leave is granted, the employee may continue medical, dental, and/or life insurance at their own cost throughout their leave, up to a maximum of 18 months.

10.3 Employees on long-term leave must on or before March 1 of their leave year, resign or commit to return for the beginning of their next employment year. Failure to do either shall constitute a resignation which shall be effective immediately. Employment upon return from leave of absence would not necessarily be in the same position in the District.

Section 11. Sick Leave Bank: Employees may contribute up to 40 hours of sick leave to a "sick leave bank." The maximum amount that may be contributed is 2080 hours. Leave from the bank may be applied for after the following conditions have been satisfied: The employee has:

- 1) Exhausted his/her sick leave;
- 2) Completed the wait period for LTD; and
- 3) Received notice of eligibility from LTD insurance carrier

11.1 Leave payments would be for those unpaid days during the LTD wait period on a retroactive basis.

11.2 District will include sick leave bank hours in the monthly October-May reports and before the back to school report to the union.

11.3 Any unused sick leave bank hours may be carried over from year to year.

Section 12. Family Medical Leave Act: See FMLA summary information on District website under Policies.

Section 13. Religious Holiday Observance: Up to three official religious holidays during the school year may be granted under the following conditions:

- A. Written application is made indicating the religious day to be observed one week in advance of the desired day of leave to the principal or supervising administrator.
- B. Such day is a scheduled duty day.



## ARTICLE 12

### HOLIDAYS

#### Section 1. Holidays:

##### 1.1 Language through 06/30/2023

1.11 There shall be 10 paid holidays for those working the full calendar year (New Year's, Martin Luther King Jr. Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, the day following Thanksgiving, Christmas, and two other days to be determined by the Board according to the school calendar).

1.12 Six paid holidays for those working less than 52 weeks.

##### 1.2 Language effective 07/01/2023

1.21 Holidays for Employees: Employees working 30 hours or more per week shall receive the following paid holidays provided such days occur during their duty year: Labor Day, Thanksgiving Day, the day following Thanksgiving Day, Christmas Day, New Year's Day, Martin Luther King Day, and Memorial Day. To be eligible for holiday pay, employees must have worked the last work day before and after the holiday, unless employee is on excused paid leave of absence. Employees working less than 30 hours per week per year shall receive one paid holiday (Thanksgiving Day) each year.

1.22 Juneteenth Holiday: If Juneteenth is recognized by the School Board as a holiday then the District will honor Juneteenth in the contract if the holiday falls on a duty day.

## ARTICLE 13

### INSURANCE

Employees who are contracted to work 30 hours or more per week are eligible for insurance benefits.

Section 1. Selection: The selection of the insurance carrier and policy shall be made by the school district as provided by law. Starting July 1, 2018, newly hired Cultural Liaisons may only enroll in the High Deductible Medical Insurance plan with the VEBA contribution.

#### Section 2. Medical Insurance & Dental Insurance:

2.1 The School Board shall contribute the following amounts for Medical Insurance and Dental Insurance for employees employed 30 hours or more per week for those who qualify for and are enrolled in the school district group health insurance plan & dental plan and who request and qualify for single/family coverage. Members who work a total of 30 or more combined contracted hours (non-time carded hours) within two or more bargaining groups are eligible for benefits.

Any additional cost of the family premium shall be paid by the employee through payroll deduction.

2.2 Medical Contribution: The School Board shall contribute the following amounts towards the cost of medical insurance premiums and VEBA spending accounts:

<b>District Monthly Medical Contribution</b>	<b>2021-22</b>	<b>2022-23</b>
Dependent Coverage	\$1904.85	\$1904.85
Single Coverage	\$736.78	\$736.78

2.3 Dental Contribution: The School Board shall contribute the following amounts:

<b>District Monthly Dental Contribution</b>	<b>2021-22</b>	<b>2022-23</b>
Dependent Coverage	\$104.55	\$104.55
Single Coverage	\$104.55	\$104.55

- Section 3. Group Term Life Insurance: The district will provide a \$50,000 term life insurance policy to all eligible employees. Eligible employees must work 30 hours or more per week.
- Section 4. Long-Term Disability Insurance: This district-paid benefit provides income protection for all eligible employees who become disabled and are unable to work. Eligible employees must work 30 hours or more per week. The monthly income benefit is 70% of basic monthly earnings.
- Section 5. Liability Insurance: The school district shall provide liability insurance pursuant to the limits of the school district liability policy.
- Section 6. Duration of Insurance Contribution: An employee is eligible for school district contribution as provided in this Article as long as the employee is employed by the school district. Upon termination of employment, all district contribution shall cease.
- Section 7. Long Term Substitute Insurance Eligibility: When the duration of a long term sub assignment is known to exceed 60 paid days, then the long term sub becomes eligible for benefits when the assignment begins. When the duration of a long term sub assignment is unknown and subsequently becomes known to exceed 60 paid days, then the long term sub becomes eligible for benefits at the time the assignment duration becomes known to exceed 60 paid days or when the duration exceeds 60 paid days.
- Section 8. Workers' Compensation Insurance: The District shall carry workers' compensation insurance on all employees in case of a work related injury or accident. When workers' compensation insurance payments to the employee have started, the employee will remain on the payroll, with the difference between the workers' compensation check and their salary charged to their sick leave until such sick leave is exhausted. The employee will keep the workers' compensation check, and the school district will adjust the salary and sick leave accordingly.

## ARTICLE 14

### EMERGENCY SCHOOL CLOSINGS

- Section 1. In the event that a school day or workshop day is officially cancelled due to emergencies as determined and defined by the School Board or its designated representative, all employees covered by this Agreement shall not be required to report for duty on that day but shall be paid. The School Board or its designated representative reserves the right to determine that a school date or workshop day lost shall be made up without pay.

- 1.1 If an emergency occurs and the School Board or its designated representative closes the schools, employees on a scheduled vacation day will not have a salary deduction or that time processed from their vacation leave account.

## **ARTICLE 15**

### RETIREMENT-LIFE INSURANCE

Section 1. Eligibility: Persons currently eligible for district paid term life insurance shall, upon retirement, have a \$10,000 term life insurance policy purchased for them until age 65 provided the following conditions are met:

- 1.1 Persons currently eligible for district paid term life insurance shall, upon retirement:
  1. Age 55 or older at retirement
  2. Completed at least 10 years of employment (30 hours or more per week).

Section 2. Continuation of Plan: Employees can continue in the medical insurance program from age 55 to 65 at the employee's expense, provided they are 55 year or older at the time of retirement and have completed at least 10 years of employment (30 hours or more per week).

## **ARTICLE 16**

### RETIREMENT

Section 1. The mandatory retirement age shall be pursuant to Federal Law.

## **ARTICLE 17**

### MATCHING ANNUITY PROGRAM

Section 1. Eligible members of the bargaining unit may participate in the district annuity program and may receive a district matching contribution provided in M.S. 356.24 according to the following provisions:

- 1.1 Eligibility: Persons who work at least 30 hours per week may receive the District's matching contribution upon completion of at least one full fiscal year of employment; i.e., if hired after January 1st, member must work through June and then the next one fiscal year before becoming eligible.
- 1.2 District Contribution: The district shall match annually up to 1% of the base salary to either the Minnesota DCP or an appropriate 403(b) annuity on a dollar for dollar basis. The district's matching amount is not considered as reportable salary on the W-2 or for high five retirement.
  - 1.11 NOTE: Board contributions to matching annuity program belong to the individual member during and after employment in District 623.
  - 1.12 District procedures will be followed when participating in the matching annuity program.

## ARTICLE 18

### HEALTH CARE SAVINGS PLAN

#### Section 1. Health Care Savings Plan

- 1.1 Eligibility: In accordance with Minnesota Statute, Chapter 352.98, all employees will participate in the Health Care Savings Plan administered by the Minnesota State Retirement System.
- 1.2 Mandatory Employee Contribution: Employees will contribute 1% of the employee's salary.
- 1.3 Employer Contribution: The district will contribute 1 % of the employee's salary.
- 1.4 Longevity Award: \$500 per year into the HCSP for those employees after completing their 25<sup>th</sup> year of employment as of June 1st.

## ARTICLE 19

### WORKPLACE ENVIRONMENTS

Section 1: The employer and the Union affirm their commitment to encourage and maintain a work environment that is hospitable to all employees, managers, and supervisors. Employees have the right to a workplace free from abuse, threats, and assaults related to their work whether the behaviors originate from students, parents, community members, or coworkers at any level of the district. Behaviors covered include, but are not limited to, all forms of harassment, bullying, intimidation, physical threats or assaults, robbery and other intrusive behaviors. Employees who experience such behavior are encouraged to contact Human Resources, and their Union representative. Both parties commit to support the well-being of employees, supervisors, and managers.

## ARTICLE 20

### GRIEVANCE PROCEDURE

- Section 1. Grievance Definition: A "grievance" shall mean an allegation by an employee resulting in a dispute or disagreement between the employee and the School Board as to the interpretation or application of terms and conditions of employment insofar as such matters are contained in this Agreement.
- Section 2. Representative: The employer may be represented during any step of the procedure by any person or agent delegated by such party to act in its behalf. The employees may designate only the Exclusive Representative to act on their behalf. The Union will be notified of any grievance resolution reached with individual employees.
- Section 3. Definitions and Interpretations:
- 3.1 Extension: Time limits specified in this Agreement may be extended by mutual written agreement.
  - 3.2 Days: Reference to days regarding time periods in this procedure shall refer to working days. A working day is defined as all week days not designated as holidays by state law.

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

3.4 Filing and Postmark: The filing or service of any notice or document herein shall be timely if it bears a dated postmark of the United States mail within the time period.

Section 4. Time Limitation and Waiver: Grievances shall not be valid for consideration unless the grievance is submitted in writing to the School Board's designee, setting forth the facts and the specific provision of the Agreement allegedly violated and the particular relief sought within 20 days after the date the event giving rise to the grievance occurred. Failure to file any grievance within such period shall be deemed a waiver thereof. Failure to appeal a grievance from one level to another within the time periods hereafter provided shall constitute a waiver of the grievance. An effort shall first be made to adjust an alleged grievance informally between the employee and the School Board's designee.

Section 5. Adjustment of Grievance: The School Board and the employee shall attempt to adjust all grievances which may arise during the course of employment of any employee within the school district in the following manner:

5.1 Level I: If the grievance is not resolved through informal discussions, the School Board designee shall give a written decision on the grievance to the parties involved within ten (10) days after receipt of the written grievance.

5.2 Level II: In the event the grievance is not resolved in Level I the decision rendered may be appealed to the Superintendent, provided such appeal is made in writing within 10 days after receipt of the decision in Level I. If a grievance is properly appealed to the Superintendent or the Superintendent's designated agent, a time shall be set to meet regarding the grievance within 15 days after receipt of the appeal. Within 10 days after the meeting, the Superintendent or the Superintendent's designated agent shall issue a decision in writing to the parties involved.

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

Section 7. Arbitration Procedures: In the event that the employee and the School Board are unable to resolve any grievance, the grievance may be submitted to arbitration as defined herein:

7.1 Request: A request to submit a grievance to arbitration must be in writing signed by the aggrieved party, and such request must be filed in the office of the Superintendent within 10 days following the decision in Level II of the grievance procedure provided that the School Board has indicated no review will be made of the decision. In the case of review, 10 days will be allowed for the review. Five days following the completion of the review, the Board will submit its decision in writing to the party.

7.2 Prior Procedure Required: No grievance shall be considered by the arbitrator which has not been first duly processed in accordance with the grievance procedure and appeal provisions.

- 7.3 Selection of Arbitrator: Upon the proper submission of a grievance under the terms of this procedure, the parties shall, within 10 days after the request to arbitrate, attempt to agree upon the selection of an arbitrator. If no agreement on an arbitrator is reached, either party may request the PERB to appoint an arbitrator, pursuant to M.S. §179A.21, Subd. 2, provided such request is made within 20 days after request for arbitration. The request shall ask that the appointment be made within 30 days after the receipt of said request. Failure to agree upon an arbitrator or the failure to request an arbitrator from the PERB within the time periods provided herein shall constitute a waiver of the grievance.
- 7.4 Hearings: The grievance shall be heard by a single arbitrator and both parties may be represented by such person or persons as they may choose and designate, and the parties shall have the right to a hearing at which time both parties will have the opportunity to submit evidence, offer testimony, and make oral or written arguments relating to the issues before the arbitrator. The proceeding before the arbitrator shall be a hearing de novo.
- 7.5 Decision: The decision by the arbitrator shall be rendered within 30 days after the close of the hearing. Decisions by the arbitrator in cases properly before the arbitrator shall be final and binding upon the parties, subject, however, to the limitations of arbitration decisions as provided by in the P.E.L.R.A.
- 7.6 Expenses: Each party shall bear its own expenses in connection with arbitration including expenses relating to the party's representatives, witnesses, and any other expenses which the party incurs in connection with presenting its case in arbitration. A transcript or recording shall be made of the hearing at the request of either party. The parties shall share equally, fees and expenses of the arbitrator, and any other expenses which the parties mutually agree are necessary for the conduct of the arbitration. The cost of a transcript, if requested, shall be at the expense of the requesting party.
- 7.7 Jurisdiction: The arbitrator shall have jurisdiction over disputes or disagreements relating to grievances properly before the arbitrator pursuant to the terms of this procedure. The jurisdiction of the arbitrator shall not extend to proposed changes in terms and conditions of employment as defined herein and contained in this written agreement; nor shall an arbitrator have jurisdiction over any grievance which has not been submitted to arbitration in compliance with the terms of the grievance and arbitration procedures as outlined herein. In considering any issue in dispute in its order the arbitrator shall give due consideration to the statutory rights and obligations of the public school boards to efficiently manage and conduct its operations within the legal limitations surrounding the financing of such operations.
- 7.8 The employer will not discriminate against any employee because of that employee's filing or processing a grievance pursuant to the provisions set forth in this Article.

Section 8. Election of Remedies and Waiver: A party instituting any action, proceeding or complaint in a federal or state court of law, or before an administrative tribunal, federal agency, state agency or seeking relief through any statutory process for which relief may be granted, the subject matter of which may constitute a grievance under this Agreement, shall immediately thereupon waive any and all rights to pursue a grievance under this Article. Upon instituting a proceeding in another forum as outlined herein, the employee shall waive the right to initiate a grievance pursuant to this Article or, if the grievance is pending in the grievance procedure, the right to pursue it further shall be immediately waived. This section shall not apply to actions to compel arbitration as provided in this Agreement or to enforce the award of an arbitrator.

## ARTICLE 21

### DURATION OF AGREEMENT

- Section 1. Term and Reopening Negotiations: This Agreement shall remain in full force and effect for a period commencing on July 1, 2021 through June 30, 2023 and thereafter pursuant to P.E.L.R.A. In the event a successor agreement is not entered into prior to the expiration date of this Agreement, an employee shall be compensated according to the previous year's compensation until such time that a successor agreement is executed. If the Union desires to modify or amend this Agreement commencing on July 1, 2021 it shall give written notice of such intent no later than May 1, 2023, including complete language and detail of proposed changes. If such notice is not timely served, the school district shall not be required to negotiate any terms of employment for the following school year. Unless otherwise mutually agreed, the parties shall not commence negotiations more than 90 days prior to the expiration of this Agreement.
- Section 2. Effect: This Agreement constitutes the full and completed Agreement between the school district and the Union representing the employees of the district. The provisions herein relating to terms and conditions of employment supersede any and all prior Agreements, resolutions, practices, school district policies, rules or regulations concerning terms and conditions of employment inconsistent with these provisions. Nothing in this Agreement shall be construed to obligate the school district to continue or discontinue existing or past practices, or prohibit the school district from exercising all management rights and prerogatives, except insofar as this exercise would be in express violation of any term or terms of this Agreement.
- Section 3. Finality: Any matters relating to the current contract term, whether or not referred to in this Agreement, shall not be open for negotiations during the term of this Agreement.
- Section 4. Severability: The provisions of this Agreement shall be severable, and if any provision thereof or the application of any such provision under any circumstances is held invalid, it shall not affect any other provision of this Agreement or the application of any provision thereof.

## ARTICLE 22

### NON-DISCRIMINATION

- Section 1. It is the policy of the school district and the Union, in carrying out the provisions of this Agreement, not to discriminate against any employee on account of race, color, creed, religion, gender, national origin, age, marital status, disabilities, familial status, status with regard to public assistance or sexual orientation, as these terms are defined under federal, state or local statutes governing employment relationships.

## ARTICLE 23

### SCHOOL DISTRICT RIGHTS

- Section 1. Inherent Managerial Policy: The Union recognizes that the school district is not required to meet and negotiate on matters of inherent managerial policy, which include, but are not limited to, such areas of discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, the organizational structure, selection, assignment, direction and number of personnel.
- Section 2. Management Responsibilities: The Union recognizes the right and obligation of the School Board to efficiently manage and conduct the operation of the school district within its legal limitations and with its primary obligation to provide educational opportunity for the students of the school district.
- Section 3. Effect of Laws, Rules, and Regulations: The Union recognizes that all employees covered by this Agreement shall perform the duties prescribed by the school district and shall be governed by the laws of the State of Minnesota, and by school district rules, regulations, directives, and orders, issued by properly designated officials of the school district. The Union also recognizes the right, obligation and duty of the school board and its duly designated officials to promulgate rules, regulations, directives and orders from time to time as deemed necessary by the School Board insofar as such rules, regulations, directives and orders are not inconsistent with the terms of this Agreement.
- Section 4. Reservation of Managerial Rights: The foregoing enumeration of rights and duties shall not be deemed to exclude other inherent management rights and management functions not expressly reserved herein, and all management rights and management functions not expressly delegated in this Agreement are reserved to the school district.



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

For AFSCME COUNCIL NO. 5  
LOCAL 1129

For Independent School District No. 623

\_\_\_\_\_  
AFSCME Local #1129, President

\_\_\_\_\_  
Board Chairperson

\_\_\_\_\_  
AFSCME Local #1129 Cultural Liaison

\_\_\_\_\_  
AFSCME Local #1129 Cultural Liaison

\_\_\_\_\_  
Suzanne Kocurek,  
AFSCME Council 5 Field Representative

\_\_\_\_\_  
Jenny Loeck Superintendent

\_\_\_\_\_  
AFSCME Council 5, State Field Director

\_\_\_\_\_  
District Negotiator

Dated this \_\_\_\_ day of \_\_\_\_\_, 2022

Dated this \_\_\_\_ day of \_\_\_\_\_, 2022