

Labor Agreement

Between

Independent School District 622

And

**Office and Professional Employees International Union
Local No. 12, AFL-CIO**

For

Contract Years
July 1, 2021 to June 30, 2023



School District 622

NORTH ST. PAUL | MAPLEWOOD | OAKDALE

Ready for tomorrow

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**ARTICLE I
PURPOSE**

Section 1. Parties: **THIS AGREEMENT** is entered into between the School Board of Independent School District 622, Maplewood, Minnesota (hereinafter referred to as the School Board or School District) and the Office and Professional Employees International Union, Local No. 12, AFL-CIO (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 the P.E.L.R.A.) to provide the terms and conditions of employment for Education Assistant/LPN/ARN employees during the duration of this Agreement.

**ARTICLE II
RECOGNITION OF EXCLUSIVE REPRESENTATIVE**

Section 1. Recognition: In accordance with the P.E.L.R.A., the School Board recognizes the Office and Professional Employees International Union, Local No. 12, AFL-CIO as the exclusive representative for Education Assistant/LPN/ARN employees employed by the School Board of Independent School District 622, which Union shall have those rights and duties as prescribed by the P.E.L.R.A. and as described in the provisions of this Agreement.

Section 2. Appropriate Unit: The Union shall represent all such employees of the district contained in the appropriate unit as defined in Article III, Section 2 of this Agreement and the P.E.L.R.A. and in certification by the Director of Mediation Services. (Case No. 90-PTR-3095)

**ARTICLE III
DEFINITIONS**

Section 1. Terms and Conditions of Employment: Terms and conditions of employment means the hours of employment, the compensation therefore, including fringe benefits except retirement contributions or benefits.

Section 2. Description of Appropriate Unit: For purposes of this Agreement, the appropriate unit shall mean all Education Assistant/LPN/ARN employees employed by the School District excluding the following: confidential employees, supervisory employees, essential employees, part-time employees whose services do not exceed 14 hours per week or 35% of normal work week, employees who hold positions of a temporary or seasonal character for a period not in excess of 67 working days in any calendar year, and emergency employees.

Section 3. Definition: Any reference to the School Board or School District in this Agreement shall mean the School Board or its designated officials or representative.

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

**ARTICLE IV
SCHOOL BOARD RIGHTS**

Section 1. Inherent Managerial Rights: The Union recognizes that the School Board is not required to meet and negotiate on matters of inherent managerial policy, which include but are not limited to, such areas of discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, the organizational structure and selection and direction and number of personnel, and all management rights and management functions not expressly delegated in this Agreement are reserved to the School Board.

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 parties recognize that all employees covered by this Agreement shall perform the services and duties prescribed by the School Board and shall be governed by the laws of the State of Minnesota, and by School Board rules, regulations, directives and orders issued by properly designated officials of the School District, insofar as such rules, regulations, directives and orders are not inconsistent with the terms of this Agreement, and recognizes that the School Board, all employees covered by this Agreement, and all provisions of this Agreement are subject to the laws of the State.

**ARTICLE V
EMPLOYEES RIGHTS**

Section 1. Right to View: Nothing contained in this Agreement shall be construed to limit, impair or affect the right of any employee or his representative to the expression or communication of a view, grievance, complaint or opinion on any matter related to the conditions or compensation of public employment or their betterment, so long as the same is not designed to and does not interfere with the full, faithful, and proper performance of the duties of employment or circumvent the rights of the exclusive representative.

Section 2. Right to Join: The School Board recognizes the right of employees to form and join labor or employee organizations.

Section 3. Right to Dues Check-off: Employees shall have the right to dues check-off to the union, provided that dues check-off and the proceeds thereof shall not be allowed any organization that has lost its right to dues check-off pursuant to M.S. 179.64 to 179.75.

Section 4. Procedure: The employer shall deduct monthly from the second paycheck each month the employee's membership dues in the union and pay the same to the union within seven (7) days following said pay periods provided that the employer shall have received from each employee on whose account such deductions are made a written assignment which shall be effective and irrevocable

for a period of one year from the signing date or up to the termination date of this agreement, whichever occurs first. The union agrees to file an initiation fee and dues deduction assignment form with the employer for each employee prior to such deductions.

Section 5. Non-Discrimination and Non-Retaliation: The District shall not discriminate or retaliate based on Union membership or any other basis prohibited by law.

ARTICLE VI HOURS OF SERVICE

Section 1. Work Year and Work Day: The normal work day for employees is six hours each day that school is in session, however, building supervisors may add hours and/or days to the employees' work schedule as building needs arise. Greater or fewer hours each day and greater or fewer days each week may be provided for as determined by the individual building needs. In some instances, the work year may begin a few days before school or terminate a few days after the school year, again subject to specific building needs. The specific hours to be worked each day are to be determined by the building principal and any lunch break will be exclusive of the work day. All work performed in excess of 40 hours per week shall be paid at the rate of time and one-half.

Subd. 1: When an employee is required to perform the job duties of an absent employee and maintain his/her normal job duties, the employee will initiate a discussion with his/her supervisor to clarify whether additional time will be added to the employee's normal schedule or accomplished within the employee's normal hours.

Section 2. Holidays: The following holidays are provided annually:

Thanksgiving Day	New Year's Day
Work Day before Federal Christmas Holiday	Presidents' Day
Federal Christmas Holiday	
Floating Holiday (2): The floating holiday must be used on a non-student contact day.	

Holiday pay shall be equivalent to an employee's normal daily pay. When the holiday falls on a day when the employee is not scheduled to work, holiday pay is calculated by dividing the number of hours in the employee's typical work week by five (5).

Section 3. Work Breaks: Each employee who works three (3) or more consecutive hours per day shall be provided a paid 15-minute break at an appropriate time as determined by the principal or supervisor. Employees working eight hours per day shall be provided an additional paid 15-minute break.

Section 4. Lunch Period: An employee working five (5) hours or more shall be provided an unpaid one-half hour lunch period.

Section 5. Substitute Pay: Whenever an employee is directed to provide substitute service for a non-bargaining unit employee who is absent for one-half or more of the employee's normal working day, the

employee shall be paid an additional \$.50 per hour. Whenever a substitute is hired for an employee, the rate of pay shall be no less than that of the initial step of the wage schedule. Retirees returning to sub in the district will be placed at the step and longevity in which they retired.

Section 6. Emergency Pay: When School is closed by order of the Superintendent of Schools or other lawful authority and state aid is not impaired, employees will be paid without a deduction from sick days or personal leave for up to three days per school year. In the event there are additional school closings, employees will have the option to use personal leave per Article IX, Section 6 or a floating holiday per Article VI, Section 2. Employees reporting for work on a day when school is subsequently closed shall receive pay for hours worked or two hours of pay, whichever is greater.

Section 7. Staff Development: The District will provide the opportunity to attend staff development sessions equivalent to three working days. This will be in addition to regular student contact days.

Section 8. LPN/ARN Hours: Secondary school LPNs/ARNs shall work an additional one-half hour per day (6 ½ hours per day) (exclusive of lunch period). LPNs/ARNs have five (5) preparation days per year.

LPN's/ARN's who need additional hours per day or days per year due to workload shall provide a written request to the Health Services Supervisor. The Health Services Supervisor will meet with the LPN/ARN in order to assess the need for an additional time. The initial meeting may include the Licensed School Nurse (LSN), the Principal, and the LPN/ARN. If the parties are not able to reach conclusion on this matter, it will be referred to the Director of Student Services for final resolution.

Section 9. Break and Lunch Period: LPNs/ARNs who, due to unforeseen medical events requiring medical expertise, are required to work through a paid 15-minute break or unpaid 30-minute lunch break shall be compensated as follows:

1. If the lunch break is interrupted within the first 15 minutes, a LPN/ARN may resume their 30minute lunch period again after the cause of the interruption has been addressed, modifying their time sheet as necessary.
2. A LPN/ARN may timesheet a lunch break not received and so indicate that an unforeseen medical event requiring medical expertise was the reason for the missed lunch break.
3. If 15 minutes or less of the lunch break or a 15-minute break was interrupted/not received, a LPN/ARN may leave early from their current shift and/or arrive late for their next shift by the same amount of time provided that doing so is pre-approved by their building Principal and that the LPN/ARN is in the office during student contact hours.
4. A LPN/ARN shall schedule regular student-related medications and/or health office visits by students, parents, or guardians outside of scheduled break times whenever possible to minimize interruption occurrences.

**ARTICLE VII
COMPENSATION**

Section 1. Time Sheets: All time worked, including approved time worked before the school year starts, after the school year ends, and mandatory in-service meetings, will be paid for on the basis of a properly-submitted time sheet.

Section 2. Paydays: Paydays will be bi-monthly.

Section 3. Steps and Wage Rates: The following wage schedule will be in effect during the term of this contract:

EDUCATION ASSISTANTS			LICENSED PRACTICAL NURSES (LPNS) ASSOCIATE REGISTERED NURSES (ARNs)		
Step	2021-2022	2022-2023	Step	2021-2022	2022-2023
1	\$14.91	\$15.36	1	\$20.10	\$20.70
2	\$15.07	\$15.52	2	\$21.19	\$21.83
3	\$15.46	\$15.92	3	\$22.27	\$22.94
4	\$15.71	\$16.18	4	\$23.41	\$24.11
5	\$15.94	\$16.42	5	\$24.97	\$25.72
6	\$16.29	\$16.78	6	\$26.06	\$26.84
7	\$16.47	\$16.96			
8	\$16.72	\$17.22			
9	\$17.18	\$17.70			
10	\$18.07	\$18.61			
11	\$18.30	\$18.85			

Section 4. Initial Placement: New employees will be placed on the wage schedule at the beginning step of the schedule. However, placement up to and including the seventh step may be authorized by the Director of Human Resources and following consultation with the union. Placement above the 7th step shall not occur without the approval of the union.

Section 5. Wage Rate Advancement: All employees shall be advanced one step on the rate schedule on July 1 of each year, with the exception of an employee starting after January 15th. Employees starting after January 15th will not advance until the following July.

Section 6. Continuity of Wage Rates and Experience: If the School District eliminates an employee's position and that employee is rehired at any time during the following school year, the rate of pay shall be as if the employment had been continuous.

Employees returning to the School District after an absence of 24 months or less shall receive the rate of pay as if the employment had been continuous. Employees returning to the School District after an absence of more than 24 months will be treated as new hires. Retirees returning to work in the district will be placed at the step and longevity in which they retired.

Section 7. Longevity Pay: Education Assistants and Licensed Practical Nurses/Associate Registered Nurses shall be paid longevity pay, at the rate per hour according to the following schedule, in addition to their scheduled step rate:

Longevity Pay		
Years in Bargaining Unit	2021-2022	2022-2023
5 Years	\$0.75	No Change
10 Years	\$1.00	No Change
15 Years	\$1.50	No Change
20 Years	\$1.75	No Change
25 Years	\$1.85	No Change

*Employees who have completed five, ten, fifteen, or twenty years of service on or before November 15 will receive longevity pay for that school year. Employees who complete five, ten, fifteen, or twenty years of service after November 15 will receive longevity pay effective the following school year. Effective with the 2020-2021 school year, employees who have completed five, ten, fifteen, twenty or twenty-five years of service on or before January 1 will receive longevity pay for that school year. Employees who have completed years of service after January 1 will receive longevity pay effective the following school year.

**ARTICLE VIII
INSURANCE**

Section 1. Medical/Vision Care Insurance: For employees hired prior to July 1, 1990, effective July 1, 2021, the district will contribute \$638.58 per month for individual medical/hospital and vision care insurance, and \$1,364.00 per month for family medical/hospital and vision care insurance. Effective July 1, 2022, the district will contribute \$651.35 per month for individual and \$1,391.28 per month for family.

For employees hired on or after July 1, 1990, effective July 1, 2021, the district will contribute \$638.58 per month for individual medical/hospital and vision care insurance, and \$638.58 per month for family medical/hospital and vision care insurance. Effective July 1, 2022, the district will contribute \$651.35 per month for individual and \$651.35 per month for family. Individuals qualifying for family coverage may opt to pay the difference between the district contribution for individual coverage and the district cost for family coverage. The balance of the employee's coverage and/or family coverage will be purchased by the employee selecting such coverage through payroll deduction. The District contribution will be provided on a twelve-month basis from July 1 of one year through June 30 of the next year.

Section 2. Eligibility: Employees must work at least twenty (20) hours per week to be eligible to participate in the school district group health/hospitalization/vision care insurance plans. Employees who worked 20 or more hours per week and were enrolled in insurance and hired prior to June 1, 2002, and whose hours are involuntarily reduced shall continue to participate in the insurance as if they were working 20 hours. If the employee has the opportunity to take a position equal to or greater than the hours of the original position or is offered a comparable position by the district and decides to decline the position, the benefits for that individual will be reduced.

Section 3. Qualifying Event: Employees may make changes to their insurance as allowable under IRS regulations and in conjunction with the health plan.

Section 4. Dental Insurance: The school district shall make available to employees a dental insurance plan. Effective July 1, 2021 the district shall provide a dental plan and contribute \$64.37 per month towards the cost of coverage. Effective July 1, 2022 the district shall provide a dental plan and contribute \$66.30 per month towards the cost of coverage. The balance of the premium shall be contributed by the employee and paid through payroll deduction. To be eligible for coverage, employees must work at least twenty hours per week.

Section 5. Life Insurance: Employees shall be provided with fully paid term life insurance in the amount of \$35,000. Employees hired on or after May 1, 2004 must work at least twenty (20) hours to be eligible for life insurance. Group insurance is subject to the terms of the life insurance policy.

Section 6. Long-Term Disability Insurance: The School District will pay the premium for long-term disability insurance for eligible employees enrolled in and who qualify for the School District group long term disability plan. LTD coverage shall be equal to 70% of normal earnings after a 60 calendar day waiting period. Employees may supplement, at their option, LTD coverage through proration of accumulated sick leave. To be eligible for LTD, employees must normally work 20 or more hours per week and be on paid status in the month in which the 60 calendar day waiting period is reached. Upon termination of employment or placement on unpaid status, eligibility for LTD shall cease if not already approved, effective the first day of the month following termination or placement on unpaid status.

Section 7. Proof of Insurability: Employees who withdraw from medical/hospital insurance coverage must furnish proof of insurability satisfactory to the carrier prior to resumption of coverage under this Article.

Section 8. Non-Duplication with Medicare: If the retiree or dependent is entitled or would be entitled if enrolled, to have any part of the cost of eligible services or supplies paid by Medicare Parts A or B, even though the retiree does not enroll in Medicare or waives or fails to claim medical benefits, the service plan will reduce the amount furnished under this contract so that the total amount paid under this contract and Medicare or what is estimated to be paid under Medicare does not exceed the total charges for covered benefits.

ARTICLE IX RETIREMENT

Section 1. Tax Sheltered Annuity: The employer will continue to make available to employees the tax sheltered annuity program pursuant to M.S. 123.35, Subd. 12, and School District policy. The School District reserves the right to limit the vendors of tax deferred programs to those who agree to requirements which meet Federal and State compliance regulations for such plans. Vendors will be given a ninety-day notice to produce evidence of such compliance with regulations. At the end of the ninety-day period, the District will discontinue withholding employees' funds and subsequent transfer of funds to vendors not in compliance.

Section 2. Retiree Insurance: An eligible employee retiring on or after age 55 will be provided the option to continue the medical-hospitalization, vision insurance, life insurance and dental plans by paying the premiums to the School District for 11 years.

Section 3. Sick Leave Accrual: Unused sick leave days per employee may accumulate to a maximum credit of 230 days. At termination of employment, employees who have 10 or more years of service in the unit shall receive pay for fifty percent (50%) of unused sick leave, calculated on the basis of the basic daily rate of the employee on the last working day prior to termination.

Section 4. Severance: In applying these provisions, the daily rate of severance pay shall be the basic daily rate of the employee on the last working day prior to termination. Upon retirement, the School District will contribute an amount equal to the value of the employee's accrued severance pay into a 403(b) account established by the employee exclusively for the purpose of receiving such payment (the "Severance 403(b)"). The School District's tax sheltered annuity compliance company will provide verification that the amount of the severance payment will not exceed the applicable IRS limitations on annual additions to all 403(b) accounts held by the employee. In the event the severance payment due exceeds the applicable IRS limits on annual additions in the year of retirement, payments shall be made to the Severance 403(b) each successive January, not to exceed five successive years, until the total severance amount has been paid into the Severance 403(b). For each successive year, the District's tax sheltered annuity compliance company will provide verification of the amount that the employee may contribute to the Severance 403(b). The employee will not deposit amounts into the Severance 403(b) until the entire severance amount has been paid out by the District.

Section 5. Severance Pay: The Severance Pay worksheet calculation generated by the District must be returned within 90 days of the date of document. If the Retirement Worksheet is not returned within 90 days, the District will establish and deposit the payout to an account of the District's choice with a copy sent to the employee at their address on file.

ARTICLE X LEAVES

Section 1. Sick Leave: Sick leave is intended to be used only if the employee is unable to work because of illness or injury. When an employee is unable to report for work because of illness or injury, it must be reported promptly to the proper supervisor.

Paid sick leave of two days per year for each normal work day per week will be granted each employee (an employee working 5 days per week would receive 10 days per year and one working 3 days per week would receive 6 days per year).

Employees working less than the full year would have their total days or sick leave adjusted on a prorated basis, that is, each 17 days not worked provides one less sick day.

The daily amount of sick leave pay will be determined by the average hours per day the employee normally works.

Section 2. Continuity of Sick Leave: If the School District terminates an employee and the person is rehired within two years, all unused sick leave will be retained.

Section 3. Medical: Necessary medical leave without pay, not to exceed one year, may be granted by the employer at its sole discretion to any employee requesting it in writing. Employees receiving such leave shall receive confirmation in writing and shall continue to accrue seniority. The employer may extend the medical leave an additional six months. The employer, on request, may require medical proof of illness. Upon return from such approved medical leave, the employee shall be reinstated to the employee's original position, or if the original position is not available, to a position of like status and pay. Upon approval of a medical leave, the Union will be so notified.

Section 4. FMLA: Leaves shall be granted to eligible employees in accordance with the Federal Family and Medical Leave Act (FMLA). Employees should review the School District's policy regarding utilization of accrued time off prior to requesting unpaid leave. Upon approval of a FMLA leave, the Union will be so notified.

Section 5. Illness/Injury: An employee may use sick leave for absences due to the illness or injury of the employee's child, adult child, spouse, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent (as defined by Minn. Statutes), with approval of the immediate supervisor and with no salary deduction for each incident, provided that the employee has accumulated sick days from which the absence can be deducted (to a maximum of 160 hours within a 12-month period). (Minn. Stat. § 181.9413.)

Section 6. Bereavement: An absence occasioned by the death of a member of the family (spouse, child, sibling, parent, grandparent, grandchild, or in-law) may be granted up to five (5) days, with approval of the immediate supervisor, with no salary deduction for each incident, provided that the employee has accumulated sick days from which the absence can be deducted.

Section 7. Continuity of Sick Leave: If the School District terminates an employee and the person is rehired within two years, all unused sick leave will be retained.

Section 8. Personal Leave: With prior approval of the employee's immediate supervisor and deducted from accrued sick leave, one (1) day of personal leave may be used each year up to the third year of service, three (3) days after three (3) years of service, four (4) days after ten (10) years of service. Personal leave days may be used consecutively. An employee's first year of service will count toward personal day accrual if the employee started working on or before January 1 of that year. Personal time off is subject to approval of the employee's immediate supervisor and must be requested at least three days in advance, except in the case of emergencies where advance notice is not possible.

Section 9. Child Care Leave: Any employee who becomes pregnant shall have the right to continue in regular employment and utilize accrued sick leave for disability due to pregnancy, delivery, and recovery. The district may require medical verification of disability under this section.

Subd. 1. Any employee shall have the right to receive a child care leave of absence up to 12 months without pay for the purpose of maternity, adoption, care of a pre-school child or combination thereof.

Subd 2. The employee shall submit a written request for a child care leave indicating the beginning date and approximate ending date, to the office of human resources not less than 30 days prior to the intended commencement of such leave except in an emergency. The director of human resources shall consult with the employee regarding the ending date of the leave and may make moderate adjustments in the ending date.

Subd 3. If the employee complies with all provisions of this section and a child care leave is granted by the school board, the school district shall notify the employee in writing of this action.

Subd 4. An employee returning from a child care leave shall be reinstated in the employee's former position unless reassigned pursuant to Article IX, Section 8.

Subd 5. An employee who returns from child care leave within the provisions of this section shall retain their previous placement on the wage scale and any unused leave time accumulated prior to the commencement of the child care leave.

Subd 6. Substituting is permitted.

Subd 7. For those eligible employees, the school district shall continue to pay the school district's portion of the premium for medical/hospitalization insurance for employees on child care leave for a period not to exceed 12 weeks. In addition, the employee may continue any of the insurance programs at the employee's own expense as a member of the group, at the employee's option, while on leave.

Section 10. Request for Leave and Return to Work: Upon written request to the School Board, an unpaid leave of absence not to exceed 24 months may be granted by the School Board at its sole discretion. The employer's written permission shall specify the dates of departure and return. The employee's seniority shall be maintained. Return from leave will be either to a position of like classification and pay, or the employee's former position. The District will develop a form, signed off by both the supervisor and the employee, that will state whether the employee returns to his/her position or to a position of like classification and pay. If the employee's former position has been eliminated due to school closings, financial limitations, or budget reductions, the employee shall return to a position of like classification and pay.

ARTICLE XI VACANCIES AND TRANSFERS

Section 1. Definition of Vacancy: A vacancy shall be defined as an open position for which there are no persons returning from leave or in need of transfer, subject to the provisions of Article XI, Section 2, Subd. 6.

Section 2. Job Postings: All vacant and new positions shall be posted on the District's website. The posting will contain job title and qualifications, and whether the position is temporary or permanent. Employees interested in the position(s) must apply online within the posting period. All jobs will remain posted for a minimum of five (5) working days before the application deadline, except the week before school begins and throughout September, jobs will be posted for three (3) working days. Qualifications, experience, job performance, and seniority will be considered in filling posted positions. The chief steward and a designated employee in each building shall be e-mailed copies of all postings at least five (5) working days prior to application deadline.

Section 3. Postings and Other Information: Any employee wishing to receive job posting information directly may sign up for the District's listserv via the District's website, www.isd622.org, under Human Resources and Employment Opportunities. These individuals will then receive such job postings via email.

Section 4. Written Notice: Written notice of action shall be sent to all employees who apply within five working days of the filling of such opening. All employees currently employed by the District shall be given opportunity to apply for any job opening.

Section 5. Filling Vacancies. In the event two (2) or more employees have met the required qualifications, experience, and job performance, the most senior applicant shall receive the posted position. At least the three (3) most senior applicants will be interviewed by the principal or designee before final selection is made. Mutually agreeable transfers between employees shall be allowed with the prior approval of the Director of Human Resources.

ARTICLE XII
SENIORITY, REDUCTIONS IN FORCE, AND RECALL PROVISIONS

Section 1. Seniority: Employees with one hundred and twenty (120) duty days of regular employment in the School District as an Education Assistant/LPN/ARN shall be granted seniority.

Subd. 1. The seniority date of each eligible employee shall be the first day of scheduled work within this bargaining unit. If more than one employee begins initial employment on the same day of scheduled work, the tie will be broken by first applying the hire date with the employer, and second, if necessary, by adding the last 4 digits of the social security number (higher total – more senior, lower total – less senior). If an additional tie breaker is necessary, the tie will be broken by comparing the last four digits of the social security number (higher number – more senior, lower number – less senior). Seniority shall not be affected by part-time employment status, Board-approved leaves of absence, or inactive status on layoff while retaining the right to return to active employment. Upon resignation or termination from layoff status, seniority ceases and an individual re-hired after these events must re-qualify for seniority and shall be treated equal to that of a new hire with no previous employment history in the District. Employees that are terminated at year-end during the first one hundred and twenty (120) duty days of employment will retain their original seniority date if they return to the District by January 15th of the following school year. Accordingly, a return after January 15th will result in a new seniority date. Seniority shall be neither credited nor accrued for work performed in positions not covered by this agreement.

Subd. 2. For purposes of seniority, a seniority list of qualifying regular education assistants and a seniority list of qualifying Licensed Practical Nurses/Associate Registered Nurses shall be issued each year to all employees on or before January 15th of each year. Employees will have the opportunity to challenge the accuracy of their placement on the seniority lists up to February 15th of each year. Final seniority lists shall be issued on February 25th of each year; these lists shall govern all seniority matters until the issuance of subsequent seniority lists on February 25th of the following year.

Section 2. Reductions: In the event the School Board shall terminate a position(s) or otherwise reduce the number of employees covered under this contract, such action shall be governed by the following procedures:

Subd. 1. For purposes of reduction in force and recall, this contract recognizes two classifications of employees: regular education assistants and Licensed Practical Nurses/Associate Registered Nurses.

Subd. 2. In the event that a reduction in work force is necessary due to school closings, financial limitations, or budget reductions, the administration and representatives designated by the union shall meet and confer on proposed staff reductions. The union or exclusive representative shall be accorded an opportunity to provide input on proposed reductions in staff.

Subd. 3. Employees qualifying for seniority as provided in Section 1 above shall be given preference for continued employment.

Subd. 4. The School District shall notify all affected employees and the exclusive representative in writing at least two weeks prior to Board action and prior to posting a list of the positions to be terminated, by classification, in the office of each building in the District.

Subd. 5. When a position within a building is to be discontinued or reduced by more than one hour per day, the least senior within the affected job title in the building*...

- May transfer to a position within the building* for which they qualify held by an employee in the same classification with the least district seniority and similar hours, or accept layoff or reduction. Similar hours is defined as a position equal or greater in hours or a position not exceeding one hour per day less or more than the position held prior to the reduction. In all cases, an employee may transfer to an open position of fewer hours than the current position. (*EL Education Assistant positions are considered district-wide. Therefore, an EL Education Assistant's "building" is *district-wide*. Since Education Assistant reductions are completed in seniority order within a "building" and all EL Education Assistants share the same "building", EL Education Assistants will not be afforded the opportunity to bump within their current school. Likewise, other Education Assistants will not be afforded the opportunity to bump an EL Education Assistant as part of their "building" options.)
- Or exercise the right to be reassigned to a position in another building in the same classification for which they qualify held by another employee with similar hours and lesser seniority. If 2 or more positions are being discontinued in the same classification, an equivalent number of positions from those least senior in the same classification with similar hours will be made available for bumping. The most senior employee facing reduction will have the first choice among all of the positions made available with the next most senior selecting until all those with seniority rights are either assigned or placed on layoff.

Subd. 6. Employees qualifying for seniority status shall have right of reinstatement to their former classification in the event their employment is terminated as provided in this section. Right of reinstatement shall with unlimited right of refusal continue for a period of two years from the date of termination. All such previous employees shall be returned to the workforce in their classification to a position of similar hours defined as equal to or greater than or not exceeding one hour per day less or more than the position held prior to the reduction. In all cases, an employee may transfer to an open position of fewer hours than the current position. An employee returning from lay-off to an assignment of less than twenty (20) hours per week but with a previous history of twenty (20) or greater hours per week shall be accorded the rights of an employee working at least twenty (20) hours per week. If an employee who has accepted a position of fewer hours, and has the opportunity to bid on and is offered a position of at least twenty (20) hours per week, and the employee declines the position, the employee's work status will be reduced to that of an employee working less than twenty (20) hours per week.

Subd. 7. No new employees nor long-term substitutes shall be employed by the District to work in any classification covered by this contract while qualified employees have the right of reinstatement and express a wish to return to work. A long-term substitute is one who works in the same assignment more than 20 days.

Subd. 8. Substitute Employees: Regular employees awaiting recall who agree to return as a substitute shall return to the same wage step on the rate schedule as held prior to layoff.

Subd. 9. An employee with reinstatement rights must advise the district in writing of any change of address and telephone number.

Section 3. Notification of Employment: Positions will be continuous from year to year unless notice is given otherwise and such notice shall be provided in writing no later than the last day of the school year. Employees voluntarily terminating will give two (2) weeks written notice to their immediate supervisor.

Section 4. New Hires: The Union shall be notified when new bargaining unit employees are hired. This notice shall include the employee's name, position, job location and contact information (both phone number and email address). The Union Representative or Union Steward shall meet with the new employee(s) within thirty (30) days of being employed. At that time, the Union Representative or a Union Steward, shall, for up to thirty (30) minutes during employer paid time, make a presentation to the new employee(s) regarding their rights, contract benefits, and union membership as well as providing the employee(s) with union literature. To the extent possible, this time should be scheduled with as many new employees as possible and at a time of day approved by the supervisor.

ARTICLE XIII MISCELLANEOUS

Section 1. Use of Automobile: When the performance of approved school business necessitates the employee using the employee's personal auto, the employee will be reimbursed at the current district rate per mile providing the mileage is properly submitted on the mileage report form and approved by the building principal.

Section 2. Worker's Compensation and Liability Insurance: As employees of the district, all employees are provided with liability insurance and worker's compensation insurance while actively employed by the district.

Section 3. Legal Commitments: An employee who is called for jury duty, deposition, subpoena, or to give testimony before any court, legal jurisdiction or administrative proceeding, shall be granted a leave of absence unless the employee is a party to a court action against the School District, is complainant in an action against the School District (as in human rights or EEOC cases), is a participant in an action on behalf of the exclusive representative, or is a complainant in an employee-initiated litigation. The employee will continue to receive the employee's straight time hourly rate for regularly scheduled hours of work during the period of service and shall reimburse the School District any pay or other

compensation received for this service exclusive of expenses for meals, transportation, and parking to the limits provided for such duty, but not to exceed the total wages received from the district during the period of legal commitment.

Section 4. Comparable Worth: The wages provided herein may, at the sole discretion of the School Board, be increased during the term of this contract for purposes of complying with the conditions of Minnesota Laws 1984, Chapter 651, requiring every political subdivision to establish equitable compensation relationships among its employees.

ARTICLE XIV DURATION

Section 1. Terms and Reopening Negotiations: This Agreement shall remain in full force and effect for a period commencing on July 1, 2019 through June 30, 2021 and thereafter until modifications are made pursuant to the P.E.L.R.A. If either party desires to modify or amend this Agreement commencing on July 1, 2019, it shall give written notice of such intent no later than May 1, 2021.

Section 2. Effect: This Agreement constitutes the full and complete Agreement between the School Board and the exclusive representative representing the Education Assistant/LPN/ARN 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.

Section 3. Finality: Any matters relating to the current contract term, whether or not referred to in this Agreement, shall not be open for negotiation during the term of this Agreement unless it is mutually agreed by the parties.

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.

Section 5. Minimum Wage: The wages and compensation provided herein are, so far as known by contracting parties, in compliance with all state and federal acts and regulations applicable to members of the bargaining unit. Should any state or federal acts or regulations require the payment of a minimum wage to any employee covered by this Agreement greater than that provided in this Agreement, such rate shall be paid to those persons under this Agreement required to receive such minimum rate.

Section 6. Retroactivity: Retroactive payment for hours worked will be made on the straight and overtime rates as provided in this agreement for employees of the appropriate unit who were employed on or after July 1, 2019, including those employees whose status changed from regular employee to layoff or termination, except for employees terminated for cause.

**ARTICLE XV
STEWARDS**

Section 1. Recognition: Stewards shall be recognized by the Employer as a proper authority to take up any grievance that may arise and all matters pertaining to conditions of employment.

Section 2. Time Allocation: A Steward and one other Union member, if the Business Representative is unable to attend, shall be afforded time off without deduction of pay to meet with the Employer on grievances or other Employer/Union Business.

**ARTICLE XVI
DISCIPLINE AND DISCHARGE**

Section 1. Representation: In the event a meeting is held for disciplinary or investigatory purposes, the affected Employee(s) shall have the right to have a Union Steward and/or a Union Business Representative present.

Section 2. Progressive Discipline: The Employer shall discipline for just cause only. The Employer follows progressive discipline when disciplining employees. Discipline will normally be in the following order:

1. Verbal Warning
2. Written Warning
3. Suspension
4. Discharge

However, the same level of discipline may be issued more than once before progressing to the next level of discipline. Serious offenses may require a higher level of discipline as an initial action.

Section 3. Union Notification: Copies of all disciplinary actions shall be given to the Employee and shall be mailed or given to the Union Representative at the time of issuance.

**ARTICLE XVII
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 employee or School Board may be represented during any step of the procedure by any person or agent designated by such party to act in his behalf.

Section 3. Definitions and Interpretations:

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

Subd. 2. Days: Reference to days regarding time periods in this procedure shall refer to working days. A working day is defined as all week days not designated as holidays by state law.

Subd. 3. Computation of Time: In computing any period of time prescribed or allowed by procedures herein, the date of the act, event, or default 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.

Subd. 4. Filing and Postmark: The filing or service of any notice or document herein shall be timely if it is personally served or if it bears a certified postmark of the United States Postal Service within the time period.

Section 4. Time Limitation and Waiver: Grievances shall not be valid for consideration unless the grievance is submitted in writing and on forms provided to the appropriate supervisor setting forth the facts and the specific provisions of the Agreement allegedly violated and the particular relief sought within **twenty (20) days** after the date the event giving rise to the grievance occurred or within 20 days of the date that the grievant, through use of reasonable diligence, should have had knowledge of such occurrence. 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.

Section 5. Adjustment of Grievances: An effort shall first be made to adjust an alleged grievance informally between the employee and the appropriate supervisor. If this effort is unsuccessful, the grievance shall then be adjusted in the following manner:

Subd. 1. Level I: If the grievance is not resolved through informal discussions, the appropriate supervisor shall give a written decision on the grievance to the parties involved within **ten (10) days** after receipt of the written grievance.

Subd. 2. Level II: In the event the grievance is not resolved in Level I, the decision rendered may be appealed to the Superintendent of Schools, provided such appeal is made in writing within **five (5) days** after receipt of the decision in Level I. If a grievance is properly appealed to the Superintendent, the Superintendent or his designee shall set a time to meet regarding the grievance within **eleven (11) days** after receipt of the appeal. Within **ten (10) days** after the meeting, the Superintendent or his designee shall issue a decision in writing to the parties involved.

Section 6. School Board Review: The School Board reserves the right to review any decision issued under Level I or Level II of this procedure provide the School Board or its representative notifies the parties of its intention to review within **ten (10) days** after the decision has been rendered. In the event

the School Board reviews a grievance under this section, the School Board reserves the right to reverse or modify such decision.

Section 7. Denial of Grievance: Failure by the School Board 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 8. 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:

Subd. 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 **ten (10) days** following the decision in Level II of the grievance procedure.

Subd. 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.

Subd. 3. Selection of Arbitrator: Upon the proper submission of a grievance under the terms of this procedure, the parties shall, within ten (10) days after the request to arbitrate, attempt to select a mutually acceptable arbitrator to hear and decide the grievance. If the School Board and the exclusive representative are unable to agree on an arbitrator, they shall request within twenty (20) days after request for arbitration a list of five (5) names from the Director of the Bureau of Mediation Services, State of Minnesota. These names shall be selected by the Director of the Bureau of Mediation Services from a list of qualified arbitrators who have submitted to the Bureau an application for arbitration service. The parties shall alternately strike names from the list of five arbitrators until only one name remains. The remaining arbitrator shall hear and decide the grievance. If the parties are unable to agree on who shall strike the first name, the question shall be decided by a toss of the coin. Failure to agree upon an arbitrator or to request a list of arbitrators and proceed to select an arbitrator as per the process described above shall constitute a waiver of the grievance.

Subd. 4. Submission of Grievance Information:

a. Upon appointment of the arbitrator, the appealing party shall, within **five (5) days** after notice of appointment, forward to the arbitrator, with a copy to the School Board, the submission of the grievance which shall include the following:

1. The issues involved.
2. Statement of the facts.
3. Position of the grievant.
4. The written documents relating to Section 5 of the grievance procedure.

b. The School Board may make a similar submission of information relating to the grievance either before or at the time of the hearing.

Subd. 5. Hearing: The grievance shall be heard by a single arbitrator and both parties may be represented by such person or persons as they may choose and designate, and the parties shall

have the right to a hearing at which time both parties will have the opportunity to submit evidence, offer testimony, and make oral or written arguments relating to the issues before the arbitrator. The proceeding before the arbitrator shall be a hearing denovo.

Subd. 6. Decision: The decision by the arbitrator shall be rendered within **thirty (30) days** after the close of the hearing. Decisions by the arbitrator in cases properly before him shall be final and binding upon the parties, subject, however, to the limitations of arbitration decisions as provided by the P.E.L.R.A.

Subd. 7. 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. The cost of the transcript or recording shall be paid by the requesting party. Any other expenses which the parties mutually agree are necessary for the conduct of the arbitration shall be shared equally by both parties.

Subd. 8. 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 procedure as outlined herein.

Section 9. Forms: A form which must be used for filing of grievances shall be provided by the School District. (Attachment A).

ATTACHMENT A

GRIEVANCE REPORT FORM

**North St. Paul-Maplewood-Oakdale
School District 622**

Name of
Grievant: _____

Building: _____

Name of Exclusive
Representative: _____

Statement of Facts:

Specific Provisions of Agreement Allegedly Violated:

Particular Relief Sought:

Dated: _____
Signature of Grievant

Copies to: Director of Human Resources
 Immediate Supervisor
 Exclusive Representative