

AGREEMENT

BETWEEN

**LAKE SUPERIOR SCHOOL
ISD 381**

AND

AFSCME COUNCIL 5, LOCAL 66

REPRESENTING

“EDUCATIONAL ASSISTANTS”

(07.01.21 to 06.30.23)

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ARTICLE I PURPOSE

Section 1. Parties:

Subd.a. Exclusive Representative: The Exclusive Representative for the Educational Assistants is the American Federation of State, County and Municipal Employees, Council 5, Local 66, hereinafter referred to as the “Exclusive Representative” or the “Union.”

Subd.b. Employer: The Public Employer is Independent School District No. 381, Lake Superior School District, Two Harbors, Minnesota, hereinafter referred to as the “School District” or the “District.”

Section 2:

This Agreement is entered into between the District and the Exclusive Representative pursuant to the Public Employment Labor Relations Act of 1971, as amended, hereinafter referred to as “PELRA”, to provide terms and conditions of employment to which the Educational Assistants will be entitled during the duration of this Agreement.

ARTICLE 2 RECOGNITION OF EXCLUSIVE REPRESENTATIVE

Section 1. Recognition: In accordance with the certification of the Bureau of Mediation Services, and the provisions of PELRA, the District recognizes the American Federation of State, County and Municipal Employees, Council 5, Local 66, Duluth, Minnesota, as the Exclusive Representative for all Educational Assistants employed by the District. The Exclusive Representative shall have those rights and duties as prescribed by the PELRA and the provisions of this Agreement.

Section 2. Appropriate Unit: The Union shall represent all employees of the District within the appropriate unit as defined in the certification of the appropriate bargaining unit by the Bureau of Mediation Services. For the purposes of this Agreement, the appropriate unit shall mean all Educational Assistants employed by the District excluding the following: confidential employees, supervisory employees, essential employees, part-time employees whose services do not exceed the lesser of 14 hours per week or 35 percent of the normal work week in the employees’ bargaining unit, employees who hold positions of a temporary or seasonal character for a period of not in excess of 67 working days in any calendar year, and emergency employees.

ARTICLE 3 DEFINITIONS

Section 1. Terms and Conditions of Employment: The term “terms and conditions of employment” shall be defined as in MN Statute 179A.03, Subd. 19 and 179A.07.

Section 2. School District: The term “School District” or “District” means the employer or the designated representative of the employer. The designated representative shall be the superintendent or a designee of the superintendent.

Section 3. Employee: The term “employee” means a person appointed to a position in this unit as defined by PELRA.

Section 4. Counting Days: In computing any period of time set forth in this Agreement, 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. All references to “days” in this Agreement shall refer to working days, unless the words “calendar days” are used. A “working day” is defined as all weekdays (excludes Saturday and Sunday) not designated as holidays by state law. Provided, however, that District is authorized to conduct school on certain legal holidays. In the event that the District has determined to conduct school on such legal holidays, then those days shall be considered as “working days.”

ARTICLE 4 SCHOOL DISTRICT RIGHTS

Section 1. Inherent Managerial Rights: The Exclusive Representative recognizes and acknowledges that the 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:

- a. the functions and programs of the employer;
- b. its overall budget;
- c. utilization of technology;
- d. the organization structure; and
- e. the selection and direction and number of personnel, as referred to in MN Statutes 179A.07, Subd. 1.

Section 2. Reservation of Managerial Rights: The District shall retain the exclusive control over managerial rights, policies, and all rights and authority necessary for it to direct and administer the affairs of the District and to meet its obligations under Federal, State and Local law. Such rights shall include, but not limited to: the rights specified in MN Statute 179A.07, Subd. 1. including the right to direct the working forces; to plan, direct and control all the operations of the District, to determine the

methods, means, organization and number of personnel by which such operation and services are to be conducted; to assign and transfer employees; to schedule working hours and to assign overtime; and to make and enforce reasonable rules and regulations. Except as expressly modified in this Agreement, all management rights and functions are reserved to the District. No grievance may be filed and no arbitrator shall take jurisdiction over a dispute involving a reserved management right or function or District policy. The Union may provide communications to the District regarding District policies if the Union so chooses.

Section 3. Effective Laws, Rules, and Regulations: The Exclusive representative recognizes and acknowledges that the District is governed by certain Federal and State laws, rules, regulations and orders. The terms of this Agreement and all of the unit employees covered by this Agreement are subject to these laws, rules, regulations and orders. Any provision of this Agreement found to be in violation of any such laws, rules, regulations, or orders shall be null and void and without force and effect. The laws, rules, regulations, or orders are not part of this Agreement, however, and shall not be subject to review through the grievance arbitration process.

Section 4. Services: The Exclusive Representative recognizes and acknowledges that all unit employees covered by this Agreement shall perform the services prescribed by the District. Further, the Exclusive Representative recognizes and acknowledges the obligation and right of the District to promulgate rules, regulations, directives, and orders from time to time as may be deemed necessary by the District. All employees covered by this Agreement shall abide by District regulations, rules, directives, and orders issued by properly designated officials of the District. The Union may review all District policies, and request copies from the administration.

Section 5. Management Responsibilities: The Exclusive Representative recognizes and acknowledges both the obligation and the right of the District to efficiently manage and conduct the operation of the District within each and every one of its legal limitations and with its primary obligation to provide educational opportunities for the students of the District.

Section 1. Dues Check Off: Both dues check off shall be in accordance with PELRA.

The Exclusive Representative hereby warrants and covenants that it will defend, indemnify and save the School District harmless from any and all actions, suits, claims, damages, judgments and executions, or other forms of liability, liquidated or unliquidated, which any person may have or claim to have, now or in the future, arising out of or by reason of the deduction of fair share fee specified by the Exclusive Representative as provided in PELRA.

Section 2. P.E.O.P.L.E. Check Off: The Employer shall deduct from the wages of any employee who is a member of the Union, a P.E.O.P.L.E. deduction, as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time, by giving written notice to both the Employer and the Union. The Employer shall remit any deductions made pursuant to this provision promptly to the Union, together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

Section 3. Union Representative Access: Union representatives shall have access to the premises but agree not to interfere with the normal operation of school business. The Union shall have the right and opportunity to hold an orientation session with all newly hired employees. This orientation session shall be for the purpose of explaining the new employee's contractual rights, introducing them to their Union representative(s), and other information regarding their employment. The orientation will be held within twenty-eight (28) days of the employee's hire date and shall be at a time agreed by the employees' immediate supervisor, not to exceed one hour (1) in duration.

ARTICLE 6 SENIORITY, REDUCTION IN FORCE

Section 1. School District Rights: The decision to reduce the work force or to discontinue a position(s) is a function of the District's inherent managerial rights. The Union shall receive written notice of all layoffs.

Section 2. Seniority:

Subd.a. Eligibility: All unit members, except for probationary employees and substitutes shall be eligible for seniority rights as provided in this Article.

Subd.b. Date of Hire: Seniority ranking will be determined by the most recent date of hire that is the basis for continuous service with the District as a non-probationary or a non-substitute Educational

Assistant. The employee with the earlier such date of hire shall have the greater seniority. The date of hire establishing seniority ranking of each employee shall be maintained throughout the following:

1. Approved leaves of absence, whether with or without pay, including, but not limited to, sick leave, holidays, jury duty, military leave, or other leave of absence approved in writing by the District;
2. layoff status only so long as recall rights remain in existence; and
3. winter, spring or summer breaks.

Subd.c. Breaks in Service: Any employee who is assigned and notified by mail to report for work and fails to report for work after five (5) student contact days but does not fall into one of the categories in Section 2, Subdivision b, that preserves continuous service, shall be deemed to be terminated. If the employee can provide an excuse or valid reason for his/her not reporting for work, which excuse or reason is accepted by the Superintendent, no break in service shall occur. The District is required to recalculate the seniority ranking of such an employee based upon the date that the employee returns to work, and the employee shall forfeit all claims to any greater seniority ranking.

Subd.d. Bumping Rights: Employees shall have rights to bump due to a reduction in force of positions, a reduction of 2.5 hours or more per week of a position, a reduction of 2.5 hours over a two (2) year period or for other causes the employee is not at fault to reduce the number of persons assigned to a position.

Bumping rights of eligible employees shall be determined in accordance with the following:

1. Certain Special Education Assistant positions require the District to match specific skills, knowledge, abilities or genders with certain special education students. In such circumstances, the District shall notify the Union of its decision at the time that it makes the staffing assignment. In the event of a layoff, the District's decisions as communicated to the Union shall insulate the Special Education Assistant so assigned from being bumped by a senior employee.
2. The employee will have thirty (30) working days to determine if he/she may decide to return to their former position or, if their original position is not available, the employee shall have bumping rights as stated in Article 6 or may choose to have his/her name placed on the re-employment list.

Section 3. Seniority Ranking List: The District shall prepare ranking list for the District based upon date of hire. The employee with the greatest seniority shall be first and the other employees shall be listed thereafter in descending order of seniority.

If there is a tie in seniority ranking on a seniority list, then the District shall determine which employee has the greater seniority ranking based upon the order in which the employees accepted the offer of employment.

Section 4. Seniority List Challenges and Updating List:

Subd.a. Review: Employees who are eligible for seniority ranking shall have the obligation to review the seniority ranking list within fifteen (15) working days from the date of posting.

Subd.b. Challenges: In the event that the employee disagrees with any of the data on the seniority list, then that employee may challenge the data through the grievance procedure. Any challenge shall be filed with the Superintendent and shall be deemed to be at that level of the grievance procedure. Any challenge must be filed within the fifteen (15) working days from the date of posting. If no timely challenges are filed, then the list shall be considered final and shall control seniority ranking for purposes of this Article. A late challenge shall not be processed by the District.

Subd.c. Updates: Thereafter, the District shall update the seniority ranking list to reflect changes either in only the job status of existing employees or the hiring of new employees. The updated list shall be posted on or about October 1. Employees who are eligible for seniority rights shall have the obligation to review the updated seniority ranking list and file any challenge only as to the updated information within fifteen (15) working days.

1. If the list has no changes from the previous year, then the current list shall automatically be deemed final. No employee may challenge the unchanged list.
2. If the list has been changed, however, then each employee with seniority rights shall have an obligation to review the changed list as provided above. Only the new data is subject to challenge.

Section 5. Layoff: Employees shall be laid off in the inverse order of seniority ranking as contained in the seniority lists and subject to bumping rights as set forth in Article 6, Section 2.

Subd.a. Layoff Notice: The District shall notify the affected employee(s) in writing of the layoff at least twenty (20) calendar days prior to the effective date of the layoff. At the same time, the District shall notify the Union of its intent to layoff.

Subd.b. Challenges: An employee who has received a notice of layoff may challenge only the timeliness of the notice or the failure of the District to permit the laid-off employee to bump. Because the seniority list has already been finalized, it cannot be challenged at the time of layoff. Because the decision to reduce the working force is a matter of inherent managerial rights, the grounds for the layoff may not be challenged. Any challenge shall be sent directly to the superintendent and deemed to be at that level of the grievance procedure.

Subd.c. Recall Rights & Re-Employment List: Employees that are laid off shall be allowed to bump a less senior employee according to Article 6 or bid into an open position. If a laid off employee cannot bump or chooses not to bump or bid, that employee shall be placed on the re-employment list by seniority. Employees on re-employment list shall be given written notice of all Educational Assistants' openings. Employees on the re-employment list will be eligible for recall based on seniority ranking for a period of two (2) years from the effective date of layoff, provided the employee meets the minimum qualifications of the job title they are being recalled to as stated in the job description or as modified in the most recent job posting. Employees on the re-employment list shall be offered work in the District before people from the outside are hired, providing they are qualified for the open position. This work shall include substitute, provisional or temporary duties. Employees on the re-employment list have the right to turn down job offers and remain on the re-employment list.

While on the re-employment list, the employee shall not be entitled to any employee benefits unless working a long-term substitute position according to Article 7, section 4. This provision applies to all employee benefits, including, but not limited to: holiday pay, sick leave and other forms of leave.

Once an employee on the re-employment list commits to fill a short-term vacancy, the employee shall not be permitted to fill another short-term vacancy of the District that conflicts with the assignment already accepted by the employee.

Article 7

PROMOTIONS, VACANCIES AND TRANSFERS

Section 1. Notice: Notice of all vacancies shall be posted for five (5) working days in all buildings in which Educational Assistants are employed during the regular school year. The District will notify the Union of all vacancies and new positions. Vacancies to be filled will be immediately posted. The employee awarded the position will be immediately notified and begin working the new position upon notification.

Subd.a: If the hours of a permanent position are increased by more than 2.5 hours per week in a school year, the District shall repost the position. If the increase of hours as specified above takes place on April 1 or later of that school year, the position will not need to be posted during the school year. The position shall be filled during the summer bid session according to Section 6 of this Article.

Subd.b: If hours to a position have been reduced and the hours are later returned to the same position, the need to repost the position in accordance with paragraph 1a. shall be exempted and the hours shall be assigned to the incumbent.

Section 2. Applications: Any employee making application must do so within the time period stated in the posting or mailed notice. The timely application of any existing employee will be considered by the District before any other applications that the District might receive. The most senior employee that meets the minimum qualifications as stated in the job description or as modified by the latest job posting shall be given the position. If no employee applies to fill a vacancy, the Superintendent can assign an employee to fill the vacancy subject to approval of the employee. If no employee is qualified or if no employee accepts the assignment, the Superintendent may seek a new employee to fill the vacancy. The decision of the Superintendent as to qualifications shall not be subject to the grievance procedure but may be appealed to the School Board at their next regular scheduled meeting whose decision will be final. However, written notice must be received by the Board at least ten (10) days prior to that meeting. The employee will have thirty (30) working days to determine if he/she may decide to return to their former position or if their original position is not available, the employee shall have bumping rights as stated in Article 6 or may choose to have his/her name placed on the re-employment list.

Section 3. Temporary Appointment: The District reserves the right to fill any position on a temporary basis in accordance with PELRA.

Section 4. Long-Term Substitutes: Long-term substitutes may be hired in the following cases: (a) Employees hired to replace permanent staff on leaves of absence; (b) Temporary employees whose assignment to one position is expected to exceed 67 days but not exceed one school year. If a temporary vacancy becomes permanent, it must be posted and filled according to Article 7, Sections 1-2. All vacancies filled by a long-term substitute must be posted as long-term substitute vacancies.

A person employed as a long-term substitute shall be a member of the bargaining unit covered by the collective bargaining agreement for all purposes except that such an employee has no seniority or seniority rights. A long-term substitute shall accrue seniority from his/her date of hire only if the person is hired as a permanent employee in the bargaining unit.

Section 5A. Spring Bid Session: For all vacancies occurring after April 1 and before the third Wednesday of May and all positions with increased hours as defined by Article 7, Section 1, the District will hold a bidding session on the third Wednesday of May at 4:30 p.m. in the Superintendent's conference room according to the following procedure:

Subd.a: All openings will be sent to each school seven (7) working days before the spring bidding session listing all known openings. This mailing will also identify the time and place of the May bidding session. A copy of the vacancies will also be sent to the Union.

Subd.b: All Educational Assistants who are potentially interested in bidding on any opening are expected to attend the May bid. With prior written approval from the Superintendent, bidding will be allowed by proxy, by letter or by phone. All positions which exist during the current school year which are eliminated and subsequently posted for bid at the spring bid session that do not meet the reposting requirements specified in section 1 of this Article will first be offered to the incumbent. All remaining vacancies will be offered to the most senior qualified employee. All vacancies created during the bid process will also be filled on the same day with the position going to the most senior qualified applicant, subject to the provisions of Article 6, Section 2, Subd. d.1. The spring bid session is not a public meeting and will be so posted.

Subd.c: Any remaining openings available after the May bidding session will be posted and filled. These positions may be filled with an applicant from outside the bargaining unit.

Subd.d: The District will ensure that accurate and complete information is available at the bidding session regarding each vacant position, including the number of hours, the time of day, the grade and program in which the work will take place.

Section 6B5B. Fall Bid Session: The Fall Bid Session will be for new vacancies only. For all vacancies occurring after the spring Bid Session and before the start of the school year and all positions with increased hours as defined by Article 7, Section 1, the District will hold a bidding session on the first all staff work day or the week before school starts for fall bid session at 4:30 p.m. in the Superintendent's conference room according to the above procedure.

Section 6. Vacancies Occurring During the Summer: Vacancies that occur after the spring bidding session and before the beginning of the school year shall be communicated to all assistants through the district call out system. Educational Assistants shall be responsible for notifying the District of an address and phone number at which they can be reached. The District shall not be responsible for the failure of a member not receiving the communications due to inaccurate contact information.

ARTICLE 8 PROBATIONARY PERIOD, DISCIPLINE AND DISCHARGE

Section 1. Probationary Period: Initial Period: An employee who is hired as or becomes a unit member shall serve a probationary period of ninety (90) workdays from date of hire. This provides the District with the opportunity to observe the employee working under all of the conditions of employment that occur during the course of a school year. During the probationary period, the District shall have the unqualified right to discipline the employee or discharge the employee and the employee shall have no recourse to the grievance procedure regarding such discipline or discharge. The probationary employee, however, shall have the right to bring a grievance or any other provisions of the contract alleged to have been violated.

Section 2. Change of Classification: In addition to the initial probationary period, an employee transferring to a different classification shall serve a new probationary period of ninety (90) calendar days in any such new classification. During this ninety (90) day probationary period, if it is determined by the District that the employee's performance in the new classification is unsatisfactory, then the District shall have the right to reassign the employee to the former classification; or if their original position is not available, the employee shall have bumping rights as stated in Article 7 or may choose to have his/her name placed on the re-employment list.

The employee shall have thirty (30) working days to determine if he/she may decide to return to their former position; or if their original position is not available, the employee shall have bumping rights as stated in Article 6 or may choose to have his/her name placed on the re-employment list.

The term "classification" as used in this Article shall have the same meaning as defined in Addendum A.

Section 3. Non-probationary Employee: An employee who has completed the probationary period may be disciplined, suspended without pay, or discharged only for cause, subject to review through the grievance procedure.

Section 4. Seniority Date: Employees, except short term/day-to-day substitutes, shall acquire seniority only upon completion of the initial probationary period as provided in this Article. Upon completion of the

initial probationary period, seniority shall relate to the most recent date of continuous service to the District in a position governed by this Agreement.

ARTICLE 9 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 District as to the interpretation or application of terms and conditions contained in this Agreement.

Section 2. Representatives: The employee, administrator, or School Board may be represented during any step of the procedure by any person or agent designated by such party to act in the party’s behalf.

Section 3. Definitions and Interpretations:

Subd.a. Extension: Time limits specified in this Agreement may be extended by mutual agreement in writing.

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

Subd.c. 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, Sunday, or a legal holiday.

Subd.d. 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 or an email time stamp within the time period.

Section 4. Time Limitations and Waiver: Grievances shall not be valid for consideration unless the grievance is submitted in writing to the District’s designee, setting forth the facts and the specific provision of the Agreement allegedly violated and the particular relief sought within twenty (20) days after the date of the first 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 District’s designee. Provided, however, that any grievance involving a rate of pay shall continue for only one hundred eighty (180) days from the date of the first event giving rise to the grievance and, thereafter, shall be deemed to be waived.

Section 5. Adjustments of Grievance: The District and the employee shall attempt to adjust all grievances which may arise during the course of employment of any employee within the District in the following manner:

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

Subd.b. 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 ten (10) days after receipt of the decision in Level I. If a grievance is properly appealed to the Superintendent, the Superintendent or designee shall set a time to meet regarding the appeal. Within ten (10) days after the meeting, the Superintendent or designee shall issue a decision in writing to the parties involved.

Subd.c. Level III: By mutual agreement, the parties may request the services of the Bureau of Mediation Services to mediate the grievance.

Subd.d. Level IV: In the event the grievance is not resolved in Level II or Level III, the decision rendered may be appealed to the School Board, provided such appeal is made in writing within ten (10) days after receipt of the decision in Level II or Level III, if appropriate. If a grievance is properly appealed to the School Board, the School Board shall set a time to hear the grievance within twenty (20) days after receipt of the appeal. Within ten (10) days after the meeting, the School Board shall issue its decision in writing to the parties involved. At the option of the School Board, a committee or representative(s) of the Board may be designated by the Board to hear the appeal at this level and report its findings and recommendations to the School Board. The School Board shall then render its decision.

Subd.e. 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:

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 IV of the grievance procedure.
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, appeal provisions and arbitration procedures.

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 agree upon the selection of an arbitrator. If no agreement on an arbitrator is reached, either party may request the Bureau of Mediation Services to appoint an arbitrator, pursuant to PELRA, providing such request is made within twenty (20) days after request for arbitration. Failure to agree upon an arbitrator or the failure to request an arbitrator from the Bureau of Mediation Service within the time periods provided herein, shall constitute a waiver of the grievance.
4. **Hearing:** The grievance shall be heard by a single arbitrator and both parties may be represented by such person(s) 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.
5. **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 the arbitrator shall be final and binding upon the parties; subject, however, to the limitations of arbitration decisions as provided in PELRA. The arbitrator shall issue a written decision and order including findings of fact, which shall be based upon substantial and competent evidence presented at the hearing. All witnesses shall be sworn upon oath by the arbitrator.
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, the cost of the transcript or recording, if requested by either or both parties, and any other expenses which the parties mutually agree are necessary for the conduct of the arbitration.
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 procedure as outlined herein; nor shall the jurisdiction of the arbitrator extend to matters of inherent managerial policy, which shall 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 organization structure, and selection and direction and number of personnel. 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 operation within the legal limitations surrounding the financing of such operations.

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 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 the 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.

Section 6. Denial of Grievance: Failure by the School Board or its representatives 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.

ARTICLE 10

HOURS OF SERVICE AND DUTY YEAR

Section 1. Initial Employment: The District shall prescribe the quantity of time for which a unit member is hired at the time of hiring. The District shall set the start time(s), work day, work week and work year for newly hired unit members as it deems appropriate and necessary within its inherent managerial rights.

Section 2. Changes: The District has the right as part of its inherent managerial authority to change in any manner that it deems appropriate the starting time, workday, work week or work year for any unit employees, subject only to the layoff provisions of Article 6.

Section 3. Part-Time and Casual Employees: The District reserves the right to employ such part-time or substitute, or temporary personnel as it deems appropriate from time to time, in accordance with PELRA and any other relevant provisions of this Agreement.

Section 4. Lunch Period: Regular employees shall be provided a duty-free lunch period of at least thirty (30) minutes.

Section 5. Assignments: The District shall prescribe a unit member's work assignments as it deems appropriate and may reasonably change assignments at any time all as an exercise of its inherent managerial rights.

Section 6. Breaks: All employees shall receive one paid duty-free fifteen (15) minutes break for each three hours of scheduled work time to be taken at a time mutually agreed upon by the employee and their direct supervisor.

Section 7. Retirement or Resignation: Employees wanting to resign or retire from the district should submit a minimum two (2) week notice of such desire.

ARTICLE 11

RATES OF PAY, OVERTIME AND EMERGENCY CALL OUT

Section 1. Rates of Pay:

Subd.a. Schedules: The wages reflected in Addendum A attached hereto shall be a part of this Agreement.

Subd.b. Wage Continuation: In the event a successor Agreement is not entered into prior to the expiration of this Agreement, a unit member shall be compensated at the rate of pay in effect at the time negotiations commence and shall be continued to be so paid until a successor Agreement is ratified by both parties.

Subd.c. Payroll: An employee may elect either a 10-month or a 12-month payroll. Selection must be made by August 1. Union dues will be held over 10 months.

Section 2. Overtime: Any employee in the bargaining unit required to work over forty (40) hours per week shall be paid at time and one-half (1-1/2) for such hours worked over forty (40) hours per week or have the option of time and one-half compensatory time off as mutually agreed upon between the employee and the immediate supervisor.

Section 3. Emergency Call Out: Any employee called back after completing their normal workday shall receive a minimum of two (2) hours pay at the rate of one and one-half (1-1/2) times their regular rate of pay.

Subd.a. Employees that are presently working and have requested to be placed on the substitute call-out list will be used to fill temporary or substitute vacancies. When permanent employees are assigned to temporary vacancies caused by the absence of a permanent employee, they shall maintain their current rate of pay.

Subd.b. Temporary or substitute vacancies shall be filled on the following basis, following the employee can be at the facility by the required start time of the position:

1. Educational Assistants within the building by seniority who are on the substitute call-out list.
2. Educational Assistants working in other schools who are on the substitute call-out list.
3. Educational Assistants whose name is on the re-employment lists by seniority.
4. Substitute employees on a temporary basis.

Section 4. Approval: All overtime or callback time must be approved by the principal or a designee.

Section 5. Driver Incentive:

Employees who obtain the proper license to drive bus and substitute drive shall receive an incentive of \$2.00 per hour for all hours worked, when committed to driving a minimum of ten (10) routes per month.

ARTICLE 12 LEAVES OF ABSENCE

Section 1. Eligibility: The leaves of absence provided in this article are for all employees covered by this unit. Employees working less than forty (40) hours weekly are eligible on a pro-rata basis.

Section 2. Sick Leave:

Subd.a. Earned Leave: An eligible employee shall earn sick leave at the rate of one (1) of that employee's work days for each month of service in the employ of the School District. Unused sick leave shall accrue monthly as it is earned. All employees shall begin with zero (0) days of accrued sick leave.

Subd.b. Maximum Accumulation: Unused sick leave days may accumulate to a maximum of one hundred (100) days of sick leave per employee. Employees hired prior to July 1, 2013, who are eligible for retirement under PERA shall, upon retirement, be paid for twenty-five percent (25%) of their accrued sick leave at their last rate of pay.

Subd.c. Allowance: Sick leave with pay shall be allowed whenever an employee's absence is found by the District to have been due to illness and/or disability which prevented the employee from performing duties on that day(s). For the purpose of sick leave as defined in this article, the immediate family shall be the employee, employee's spouse, children, parent or stepparent, stepchildren, and legal wards of the employee.

Subd.d. Medical Certificate: The District may require an employee to furnish a medical certificate from a qualified physician or from its physician as evidence of the employee's illness. In the event that such a certificate will be required, then the employee will be so advised. The final determination as to eligibility for sick leave, however, shall be made by the District.

Subd.e. Accrual Reduction: Sick leave that has been allowed shall be deducted from the employee's unused and accrued sick leave, if any. If an employee has no unused and accrued sick leave, then the employee's pay shall be reduced by an amount equal to the number of days missed by illness and/or disability.

Subd.f. Pregnancy: Sick leave may be utilized during a period of physical disability resulting from a pregnancy. The employee shall provide the District with a physician's statement certifying the dates of disability. To the extent the employee has accrued sick leave, the leave would be with pay. Any unpaid leave for maternity/child care purposes may be granted in accordance with Section 4 of this Article.

Subd.g. Workers Compensation: Pursuant to Minnesota Statute Chapter 176, an employee injured on the job in the service of the District and collecting workers compensation insurance may draw sick leave and receive full salary from the District. The salary is to be reduced by an amount equal to the insurance payments. Only that fraction of the days not covered by insurance will be deducted from unused and accrued sick leave.

Subd.h. Income Protection Insurance: The District shall pay the entire cost of an income protection insurance plan approved by the District. The plan shall be the same plan as the Teacher Unit.

Section 3. Bereavement Leave: In the event of the death of a person within the employee's immediate family, the employee shall be granted up to three (3) days of leave with pay. Bereavement leave may be taken intermittently and not consecutively. The actual amount of leave allowed shall be subject to the discretion of the Superintendent who shall utilize such factors as the Superintendent deems relevant. Leave days will be deducted from the employee's accrued sick leave.

The immediate family is defined as the employee's spouse, child, parent, brother, sister, step-parent, step-brother, step-sister, step-children, mother and father-in-law, grandparent, grandchild, brother or sister-in-law or other relative living in the same household as the employee.

Section 4. Child Care Leave: Child care leave of absence shall be granted in accordance with applicable statutes. If an employee desires a child care leave of absence different from that provided by applicable statutes, then the employee may make a request to the Superintendent for such a leave. The employee and the Superintendent may agree upon the terms of the child care leave of absence. The agreement shall be reduced to writing and signed by the employee. The Superintendent shall present the leave to the School Board for its review. Failure by either the employee or the School Board to approve the written agreement shall constitute either a withdrawal of the request or a denial of the request.

Section 5. Unpaid Leave: Unpaid leave may be granted to any employee who submits a request and receives approval of the same by the Superintendent. The granting or denial of such a leave shall be discretionary by the Superintendent and the decision of the Superintendent shall not be subject to review through the grievance arbitration process.

Section 6. Special Leaves of Absence: Any employee who, for any reason considered valid by the School District, may be approved for a leave from his/her duties upon written request for an unpaid leave of absence not to exceed one year. The special leave request shall be in writing stating the reason for the leave, the date the leave begins and the probable date of return.

Section 7. Employee Status When Returning from Leave of Absence: Employees who are on medical leave, child care leave and any other approved leave shall notify the District of the date they will return to employment with the District. The employee shall be returned to their original position from which they took leave or if their original position is not available, the employee shall have bumping right as stated in Article 6 or may choose to have his/her name placed on the reemployment list.

Section 8. Family and Medical Leave (FMLA): Medical leaves of absence shall be available in cases where eligible employees, as defined in the Family and Medical Leave Act of 1993, are incapable of working due to the employee's own serious health condition, as certified by a licensed physician. This leave shall also be available if a health care provider verifies that it is necessary to care for the employee's parent, spouse, son or daughter with a serious health condition, as defined in the Family Medical Leave Act, or who has suffered a medical emergency which requires immediate medical attention even though the medical emergency may not require in-patient care or that the employee or family member be away from her or his daily activities for more than three calendar days.

The District will require medical certification of an employee's own or employee's family member's serious health condition to be returned as soon as possible to the District. All medical leaves of absence shall be requested in writing at least 30 days prior to the commencement of leave, when possible. The leave of absence will be granted for up to a maximum period of twelve (12) work weeks and may be extended for up to an additional one (1) month upon request, no later than the eleventh (11th) week by the employee and with the approval from the District, and shall be subject to all the rights, obligations and conditions contained in the FMLA, except as already provided for herein. The employee may substitute personal leave and/or sick leave for any portion of the FMLA leave.

The 12-week Family and Medical Leave will be reduced by any time spent on other FMLA leave so that the total leave does not exceed 12 weeks during any fiscal year, unless extended by mutual agreement. Medical leave may be taken on a part-time or intermittent basis if the health care provider certifies it is medically necessary. An employee must notify the District in writing within two (2) weeks of the date on which the employee is deemed able to return to work. An employee returning from a leave will be placed in the same position or one of comparable duties upon certification by a physician of recovery from illness or disability.

Section 9. Parental Leave Under State and Federal Law: An employee who has been employed for twelve (12) or more consecutive months preceding a request for parenting leave and who has worked an average of twenty (20) or more hours per week during the twelve (12) months preceding the request is eligible for up to twelve (12) work weeks of unpaid parental leave in conjunction with the birth or adoption of a child as defined under State and Federal law. An employee may use personal or sick leave for any portion of the Parental Leave. An employee may voluntarily take FMLA leave to care for a newborn child or because of placement of a child for adoption or foster care on an intermittent or reduced schedule basis, up to the twelve (12) week limit. Whenever possible, the employee must request the leave in writing at least one (1) month before the leave is to commence. The right to take FMLA leave for the birth or placement of a son or daughter expires at the end of the twelve (12) month period beginning on the date of birth or placement of the child with the employee. Upon mutual agreement between

the District and the employee, an additional four (4) weeks leave may be granted.

Section 10. School Conference and Activities Leave: Pursuant to Minn. Stat. 181.9412, the District shall grant up to a total of 16 hours during any 12 month period to an employee (including probationary employees) to attend school conferences or classroom activities related to the employee's child, provided the conferences or activities cannot be scheduled during non-work hours. If the employee's child received licensed day care services or attends a pre-kindergarten or special education program, the employee may use the leave time to attend a conference or activity related to the employee's child or to observe and monitor the services or program provided the conference, activity or observation cannot be scheduled during non-work hours. The employee should provide reasonable notice prior to taking leave. The employee may choose to substitute personal or sick leave or else the leave shall be unpaid.

Section 11. Jury Duty:

Paraprofessionals will be paid for the day that they serve jury duty. The employee will be required to submit to the school district the pay they receive for jury duty.

**ARTICLE 13
COMPLETE AGREEMENT AND DURATION**

Section 1. Term and Reopening Negotiations: The parties acknowledge that the provisions contained in the Agreement constitute the entire agreement between the parties and that the provisions of this Agreement are not subject to re-negotiation, except with the mutual consent of the parties. This Agreement shall remain in full force and effect for a period commencing on its date of execution by the School Board through June 30, 20192021 and thereafter as provided by the PELRA. If either party desires to modify or amend this Agreement commencing at its expiration, it shall give written notice of such intent no later than one hundred twenty days prior to said expiration. Unless mutually agreed, the parties shall not commence negotiations more than ninety days prior to the expiration of this Agreement.

Section 2. Effect: This Agreement constitutes the complete statement of all of the terms and conditions of employment that are enforceable through grievance arbitration between the District and its employees as represented by the Union. Any and all prior District practices, policies, rules, regulations, administrative interpretations, resolutions, or agreements are not and shall not be construed to be a part of this Agreement. The parties believe that the provisions of this Agreement are clear and free of ambiguity. The provisions of the Agreement shall be enforced as written. Only the provisions of this Agreement shall be enforceable. The District is free to act as it deems appropriate regarding all other matters not contained within the language of this Agreement.

Section 3. Finality: Any matters relating to the terms and conditions of employment shall not be open for negotiation during the term of this Agreement, unless mutually agreed to.

Section 4. Severability: The provisions of this Agreement shall be severable and if any provisions thereof or the application of any such provision under any circumstance is held invalid, then it shall not affect any other provision of this Agreement or the application of any provision thereof.

ARTICLE 14 HOLIDAYS, IN-SERVICE DAYS, SCHOOL CLOSINGS, SPRING BREAK, STUDENT NO SHOWS

Section 1. Holiday and Spring Break: All Educational Assistants shall be entitled to the following paid holidays:

Christmas Day
New Years Day
One (1) Additional Day during the Holiday Break
Two (2) Days at Spring Break
Thanksgiving Day
President's Day

Section 2. Holiday Pay: Employees required to work on the above-mentioned holidays shall be compensated at one and one-half (1-1/2) times for those hours worked on the holiday.

Section 3. In-Service Time: When employees attend mandatory in-service training, they shall be paid. All employees shall be entitled to twenty-four (24) hours paid job-specific, in-service training/staff development. Such training shall be taken at the option of the employee unless the employer makes such training mandatory. A committee of four (4) members will be elected by the bargaining unit (with at least one member from each classification as defined in Article 6, Section 2d) to help develop ideas for job-specific, in-service training to be approved by the Board.

Subd.a Training and Professional Development

- 1) New Employee Orientation and Mentorship Program: All new employees will be provided a minimum of one-half paid work day receiving new-employee orientation with a Mentor. Mentors are bargaining unit members selected by the building Principal and the AFSCME Local 66 building representatives to serve in the role of Mentor. Mentors will receive a one-time payment of fifty dollars (\$50) when assigned to work with a new employee in the mentorship program. Mentors will teach new employees how to complete Special Education documentation such as PAR's and MA billing, time and attendance, payroll vouchers and any other duties assigned by the building Principals.

- 2) Professional Development and Continuing Education: Employees may request to receive paid time off and reimbursement of up to \$350 with preapproval from the building Principal for registration and related costs to attend educational workshops, conferences, seminars, etc. Employees are encouraged to take advantage of such opportunities and every effort will be made to grant these requests.
- 3) Tuition Reimbursement: The District will provide tuition reimbursement of up to five hundred dollars (\$500) per semester for pre-approved courses related to an employee's current job position and/or career advancement in the field of Education. Reimbursement will be made after successfully completing the course and submitting the official transcripts.

Section 4. School Closings:

Subd.a. On days that school is closed due to inclement weather or other emergency, an employee of this bargaining unit who is scheduled to work those days shall be paid. The total number of days for which an employee is paid in a school year will not exceed the number of scheduled pupil attendance days, unless mutually agreed upon by both the District and the employee.

Subd.b. If employees are not able to work because of student(s) no shows, they shall be paid for that day and assigned other duties at the discretion of the principal which will not result in loss of time to other employees.

Subd. c. Personal leave days shall not be taken during the last ten (10) days of the school year unless requested by May 1.

Section 5. Personal Leave Days:

Subd. a. All employees shall be entitled to three (3) personal leave days per year. After completion of five (5) years of service, all employees shall be entitled to four (4) personal leave days per year. The employee must have prior approval of their building principal before taking personal leave. One (1) personal leave day will be allowed to be carried over to the next school year. After completion of five (5) years of service, two (2) personal leave days will be allowed to be carried over to the next school year.

Subd. b. All employees who choose not to utilize their personal leave days each year shall have the option to be paid for those days at the ~~beginning~~ rate of pay for their specific job classification. The request for payment of unused personal leave days shall be made no later than June 1 of each year. The personal leave day payment will be made on the June 30th payroll.

Section 6. Cancelled Student Contact Days: When scheduled student contact days are cut, employees shall have the option of working that day. If an employee chooses to work, that employee shall contact her or his supervisory teacher or immediate supervisor prior to the work day to determine what work needs to be done. Work assigned for the day may include work not normally done by the employee as long as it is reasonable and is not work normally done by another bargaining unit in the District. The building principal shall be advised as to what work is assigned.

Section 7. Field Trips:

When an employee is scheduled for a field trip, employees shall voucher for the missed lunch/break time during the field trip time period.

**ARTICLE 15
SUMMER WORK ASSIGNMENTS**

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

Subd.a. Employer will post all summer job positions by classification. Programs that are extended for students and the same students remain in that program and same service level, the employee regularly assigned to that program and/or student during the school year shall remain in the position for the summer school. If the present employee has not requested summer work, the most senior employee that applies for the position in the classification shall be appointed to the position.

Subd.b. If programs are extended and the number of students are increased or service levels are combined, the Educational Assistant position shall be filled based on student needs (i.e. I.E.P) in the following order:

1. The employee in the extended program.
2. The employee currently working with combined levels.
3. Other employees who have applied for summer work by the classification needed using seniority.
4. Employees who have requested summer work by seniority.

If no employee applies for the opening in the posted classification, the position will then be open to any Educational Assistant by district seniority.

Subd.c. Incentive pay only for the Summer of 2021 and Summer of 2022, the rate of pay will be a \$3.00 per hour increase for Extended School Year (ESY) only. Effective July 1, 2021.

ARTICLE 16 LIFE INSURANCE

Section 1. The District shall purchase for each employee that works six (6) hours or more per day, at no cost to the employee, \$20,000 of group term life insurance. In the event of a contractual agreement to increase the amount of life insurance paid by the School District for an employee, that increase will be made by the insurance company without the requirement of a health history or other documentation.

ARTICLE 17 INSURANCE – HOSPITALIZATION COVERAGE

Section 1. Effective April 1, 1998, the District shall make available to all employees within the bargaining unit who regularly work six (6) or more hours per day during the school year the same medical hospital insurance coverage, which is presently available to all other employees with the District, and the District shall pay the full single cost of the ~~VEBA~~ HSA Compatible Plan. For all employees working four (4) or more hours but less than six (6) hours per day, the District shall pay one half (1/2) the full single cost of the ~~VEBA~~ HSA Compatible Plan. Employees taking insurance may apply the amount of the district contribution toward a higher cost or family District insurance plan with the employee paying the balance of any cost owing and authorizing the District to deduct such sum from their salary or wages. For employees taking the HSA Compatible plan, the district will contribute \$250 per month to either a HSA or HRA account. No HSA or HRA contributions will be made if the Qualifying Participant chooses to enroll in any other plan

Hours not worked due to late starts or cancellations will be considered worked for the purpose of determining insurance eligibility.

Section 2. The School District and the Union agree to allow the employee to enroll in an ACA compliant; “Integrated HRA” in the event that the employee chooses not to participate in the District’s Health Insurance Plan. Full-time qualifying employees shall have an annual contribution to all HRAs of \$4000. For all part-time employees the total annual contribution to all HRAs for qualifying unit members shall be \$2000.

The employee agrees to submit, on an annual basis, the Insurance Substantiation Form. In addition, the employee agrees to notify the School District immediately should he/she lose their Health Insurance coverage.

The district will contribute \$400 per month over a ten month period beginning in September of every year. Part-time employees shall receive fifty percent (50%) of this benefit. Employees hired during the school year shall receive this benefit pro-rata based on the date of hire.

The employee agrees to submit, on an annual basis, the insurance substantiation form. In addition, the employees agree to notify the school district immediately should he/she lose their health insurance coverage.

ARTICLE 18

DEFERRED COMPENSATION

Section 1. Employees shall have the option to have a portion of wages placed into a deferred compensation program. The district will match funds in the following manner: Employees who have completed at least two (2) years shall receive a District match of up to two hundred and fifty dollars (\$250). Employees who have completed at least four (4) years but not more than ten (10) years shall receive a District match of up to three hundred and fifty dollars (\$350); Employees who have completed at least eleven (11) years but not more than nineteen (19) years shall receive a District match of up to four hundred and fifty dollars (\$450); Employees who have completed at least twenty (20) years or more shall receive a District match of up to five hundred and fifty dollars (\$550). The employee must declare participation in the deferred compensation match program by September 30 of each year.

The Union and the District agree to meet and confer regarding a one-time stipend payment to be made from the Federal COVID Relief Funds received by the district prior to disbursement of those fund.

SIGNATURE PAGE

Lake Superior Independent School
District No. 381, Chair of the Board

Date

Lake Superior Independent School
District No. 381, Clerk of the Board

Date

AFSCME Council 5, Field Director

Date

Minnesota Arrowhead District
Council 96, Director

Date

Minnesota Arrowhead District
Council 96, Business Representative

Date

President, AFSCME

Date

ADDENDUM “A”**JOB CLASSIFICATION AND PAY RATES****2021-2022**

Class	Job Title	0-1 Yrs	2-3 Yrs	4-6 Yrs	7-10 Yrs	11-15 Yrs	16-19 Yrs	20+ Yrs	25+ Yrs	30+ Yrs
A	LPN/Intervener/Computer /Library	17.77	18.06	18.57	19.10	19.64	20.26	20.87	21.78	22.40
B	Special ed./Xerox	16.00	16.75	16.97	17.13	17.49	17.79	18.35	18.83	19.36
C	Program Support Xerox Supervisory * Title I Paraprofessional Classroom Support Para. Health Assistant *Lunchroom, Playground, Locker Room, Hallway & Detention	13.97	14.87	15.20	15.54	15.85	16.22	16.71	17.20	17.69

If an employee's position is 6.5 hours per day or more the employee will be paid at the higher rate regardless of duties being performed.

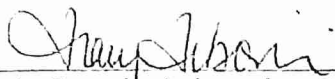
ADDENDUM “B”**JOB CLASSIFICATION AND PAY RATES****2022-2023**

Class	Job Title	0-1 Yrs	2-3 Yrs	4-6 Yrs	7-10 Yrs	11-15 Yrs	16-19 Yrs	20+ Yrs	25+ Yrs	30+ Yrs
A	LPN/Intervener/Computer /Library	18.21	18.51	19.03	19.58	20.13	20.77	21.39	22.32	22.96
B	Special ed./Xerox	16.40	17.17	17.39	17.56	17.93	18.23	18.81	19.30	19.84
C	Program Support Xerox Supervisory * Title I Paraprofessional Classroom Support Para. Health Assistant *Lunchroom, Playground, Locker Room, Hallway & Detention	14.32	15.24	15.58	15.93	16.25	16.63	17.13	17.63	18.13

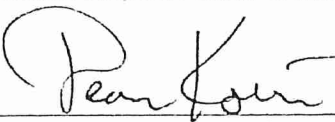
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SIGNATURE PAGE


Lake Superior Independent School
District No. 381, Chair of the Board


10.12.2021
Date


Lake Superior Independent School
District No. 381, Clerk of the Board

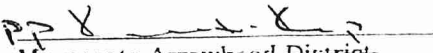
10.12.2021
Date


AFSCME Council 5, Field Director

11/4/21
Date


~~Minnesota Arrowhead District~~
~~Council 96, Director~~
AFSCME Council 15 Field Representative

11/4/21
Date

On behalf of Dennis Frazier

~~Minnesota Arrowhead District~~
~~Council 96, Business Representative~~
AFSCME Local 66 President
Dennis Frazier

11/4/21
Date

