

# **MASTER AGREEMENT**

**MINNESOTA SCHOOL EMPLOYEES ASSOCIATION  
(PARAPROFESSIONAL EMPLOYEES)**

**and the**

**MINNETONKA PUBLIC SCHOOLS  
(INDEPENDENT SCHOOL DISTRICT #276)**

**July 1, 2022 through June 30, 2024**

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## **ARTICLE I: RECOGNITION**

The School Board of Minnetonka Independent School District #276, Minnetonka, Minnesota (hereinafter referred to as the Employer) recognizes the Minnesota School Employees Association (hereinafter referred to as the Association), pursuant to and in compliance with the Public Employee Labor Relations Act of 1971 as amended (hereinafter referred to as the P.E.L.R.A. as amended) as the exclusive representative with respect to the terms and conditions of employment of all school paraprofessionals employed by Minnetonka School District #276, Minnetonka, Minnesota, whose employment service equals thirty-five percent (35%) of the normal work week, which shall be defined as 12.25 or more hours per week and more than sixty-seven (67) work days per year, excluding supervisory and confidential employees.

## **ARTICLE II: DEFINITIONS**

- Paraprofessional:** shall mean school paraprofessionals as defined in Article II herein.
- Employer:** shall mean Minnetonka School District No. 276, its School Board and its designated administrative staff.
- Full-time Paraprofessional:** shall mean any paraprofessional whose normal work week is thirty (30) hours or more.
- Part-time Paraprofessional:** shall mean any paraprofessional whose normal work week is 12.25 or more hours per week or thirty-five percent (35%) of the normal work week but less than thirty (30) hours per week.
- Regular Paraprofessional:** shall mean any full-time or part-time paraprofessional other than a current school year assignment only paraprofessional as described below.
- Work Day:** shall mean the number of hours per day a paraprofessional is scheduled to work.
- Classification:** shall mean the class (A, B, C, D1, D2, or E or F) of each paraprofessional position.
- Position:** shall mean a position with a specific building, hours per day, and days per year according to the personnel assignment in the district database.
- Assignment:** shall mean a position with a specific building, hours per day, and days per year.
- Current School Year Assignment Only:** shall mean an assignment that has definite starting and ending dates within a specific school year.

All other terms not defined in this agreement shall have those meanings as defined by the P.E.L.R.A. of 1971, as amended.

## **ARTICLE III: SCHOOL BOARD RIGHTS**

### **SECTION A**

The Association recognizes that the Employer is not required to meet and negotiate on matters of inherent managerial policy which include, but are not limited to, such areas of discretion and/or policy as the functions and programs of the Employer; overall budget; utilization of technology; organizational structure; and the selection, direction and number of personnel.

### **SECTION B**

The Association recognizes the right and obligation of the Employer to efficiently manage and conduct the operation of the School District and to do all things necessary to accomplish its primary obligation to provide the best possible educational opportunity for all students.

### **SECTION C**

Employees covered by this Agreement shall be governed by School Board policy, rules, regulations, directives and orders issued to them by properly designated officials of the Employer unless limited by the terms of this Agreement and the P.E.L.R.A.

### **SECTION D**

All provisions of this Agreement are subject to the laws of the United States; the State of Minnesota; rules and regulations of the State Board of Education; and the valid rules, regulations and orders of State and Federal governmental agencies. Any provision of this Agreement found to be in violation of such laws, rules, regulations, directives or orders shall be null and void. The parties agree to immediately negotiate a substitute for the invalidated provision thereof.

### **SECTION E**

The enumeration of Employer rights set forth in this Article shall not be deemed to exclude other management rights not expressly reserved herein.

## **ARTICLE IV: EMPLOYEE RIGHTS**

### **SECTION A**

**Subd. 1 – Payroll Deductions** – Pursuant to Minn. Stat. §179A.06, the Employer will deduct from the regular payroll: Association dues for those employees in the bargaining unit who are members of the Association and who have requested in writing to have their Association dues paid by payroll deduction; and for employees in the bargaining unit who have not requested to have Association dues deducted, the fair share fee in the amount certified in writing to the employer by the Association.

**Subd. 2 – Remission of Withheld Funds** – The aggregate of funds deducted and withheld from all employees in the bargaining unit shall be remitted by the Employer together with an itemized statement to the Minnesota School Employees Association no later than ten (10) days following the end of each payroll period.

**Subd. 3 – MSEA Lists** – The Employer shall report to the Association the information on all employees including additions, deletions, and status changes within the bargaining unit. The report shall be made on a bi-weekly payroll period basis and shall be transmitted no later than one (1) week following the end of each payroll period.

### **SECTION B - Access to Information**

The Employer shall provide, on request of the Association, access to District information, including budgets and other financial information in accordance with Minnesota Statute.

### **SECTION C - Employee Rights to Views**

Nothing contained in this Agreement shall be construed to limit, impair or affect the right of any employee or the employee's 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 Association.

#### **SECTION D - Personnel Files**

Upon written request to the supervisor having custody of the files, employees have the right to review the contents of their own personnel file. Employees shall have the right to reproduce, at their own expense, any of the contents of their own file. Employees shall have the right to submit for inclusion in their own file written information in response to any material in the file and such information shall become part of the file. An employee may grieve, pursuant to Article XII, any erroneous material in the personnel file.

The District shall maintain, reproduce, make available, expunge and destroy all employee evaluations and files in accordance with Minnesota Statutes 13.01 to 13.90 as amended.

#### **SECTION E - School Facility Use**

The Association shall be considered an approved user of school facilities and may use such facilities according to the District policy covering school facility use.

### **ARTICLE V: WORKING CONDITIONS**

#### **SECTION A - Length of Work Week and Hours**

Subd. 1 - The normal work week shall consist of five (5) days, seven (7) hours in length, exclusive of an unpaid lunch period which shall be at least one-half (1/2) hour.

This shall in no way serve as a guarantee of hours, or days, to be worked.

Subd. 2 - All employees shall be provided with a break of fifteen (15) minutes during each three and one-half (3-1/2) hours of employ, not to exceed two (2) fifteen (15) minute breaks per seven (7) hour day.

Subd. 3 - The starting and ending time including the number of hours worked and contract holiday hours for each employee shall be established by the District and a copy of such schedule shall be provided each employee. The school calendar will be available on the District website. All employees are expected to work on days when school is in session. If an employee will not work on every school day the employee's supervisor shall notify the employee prior to the start of school of the employee's work schedule. Schedules may be modified in writing by the Employer two weeks in advance.

Subd. 4 - Employees shall be paid at a rate of one and one-half (1-1/2) times their regular hourly rate for all work in excess of forty (40) hours in any given work week. Employees who work beyond their regular daily schedule in any day shall not be required to take time off later in the work week because of extra hours.

#### **SECTION B - Paid Holidays**

Subd. 1 - Employees shall have the days listed below off with pay.

- a. Employees who are normally scheduled to work a constant number of hours per day shall receive holiday pay commensurate with the number of hours the employee is normally scheduled to work each day.
- b. Employees who work a variable number of hours per day shall receive pro rata holiday pay which is calculated by taking the employee's average weekly scheduled number of hours and dividing by five (5) weekdays. Variable number of hours per day includes paras who do not work every day of the work week.

Subd. 2 - Employees shall be eligible for holiday pay only for those holidays falling within their annual assignment period. Employees must work the last regularly scheduled workday before and the first regularly scheduled workday after a holiday or be on authorized paid leave, in order to be eligible for holiday pay under this Section.

### Subd. 3 – Holidays

1. Labor Day
2. Thanksgiving Day
3. Day following Thanksgiving Day
4. December 24
5. December 25
6. New Year's Day
7. Martin Luther King Day
8. President's Day
9. Friday immediately prior to Easter Holiday
10. Memorial Day
11. Independence Day (only applied to paraprofessionals who are continuously and actively employed in a 12 month assignment).

Subd. 4 - If school is in session on any of these days, holidays shall be taken on a day mutually agreed upon by the Employer and the Association. If the parties cannot agree upon a holiday because school is in session, an appropriate adjustment shall be made in the employee's pay to compensate for such deficiency.

### **SECTION C - Vacation**

Subd. 1 - Vacations shall apply only to employees who are employed for thirty (30) or more hours per week on a twelve (12) month basis. They shall be granted a paid vacation which the employee shall earn from July 1 to June 30. Vacation shall be credited monthly. Such employees will be permitted to utilize their vacation period at a time, or times, mutually agreeable to the employee and the employee's supervisor.

Subd. 2 -The following provisions shall apply to vacations:

- a. Persons employed after July 1 of any given year shall have their first year's earned vacation period prorated at .83 of a day's vacation for each month the employee is actively at work. Such vacation is to be prorated to the nearest whole number.
- b. An employee terminating employment prior to the completion of any full year of employment shall not receive a vacation and/or vacation payment unless employment has been terminated as a result of a layoff, discontinuance of position, or retirement at the normal retirement age, or resignation following a minimum of thirty (30) calendar days prior notice to the Employer unless a shorter period of time is mutually agreed to by the employer and employee. If employment is terminated because of a layoff, discontinuance of position, or retirement at age sixty-five (65) or resignation following a minimum of thirty (30) calendar days' prior notice to the Employer, the employee is entitled to a prorated share of vacation earned and credited, which may be taken as time off or as direct compensation, at the discretion of the Employer.

Subd. 3 - Vacations are to be provided as follows. All employee vacation schedules are to be authorized by the employee's supervisor.

- a. Ten (10) working days per year for the first six (6) years of employment, credited at the rate of .83 days per month.
- b. Fifteen (15) working days after the sixth (6th) year of employment, credited at the rate of 1.25 days per month.
- c. Accruing one additional day per year between 10 and 15 years of employment, accrued as follows:
  - 10 years, 16 days
  - 11 years, 17 days
  - 12 years, 18 days
  - 13 years, 19 days
  - 14 years, 20 days
- d. Twenty-one (21) working days per year after the fifteenth (15<sup>th</sup>) year of employment.
- e. Twenty-two (22) working days per year after the twentieth (20<sup>th</sup>) year of employment.

### Subd. 4

For the purpose of computing vacation accrual for years of employment subsequent to the initial year of employment, the Employer will give a full year's credit if an employee is hired on a full-time basis prior to January 1. If employed after January 1, no credit will be given for the first year of employment.

Subd. 5

The employee may accrue vacation up to a maximum of forty (40) days.

Subd. 6

Vacations shall be taken at a time mutually agreeable to the Employer and the employee. Prior to June 30, of the year in which vacation is accrued the Employer and the employee shall mutually agree as to how any remaining vacation days shall be utilized prior to the following June 30. Should action on the part of the employer prohibit the employee from utilizing vacation as planned the employee shall be entitled to receive payment for unused vacation at one and one half (1-1/2) times the employee's base rate of pay in effect at the time the vacation was scheduled to be taken.

Subd. 7

If a holiday occurs during the calendar week in which a vacation is taken by an employee, the employee's vacation time shall be extended by one (1) additional work day.

Subd. 8

Any employee newly hired to the unit on a full-time basis may be credited up to three (3) years of prior District credit at the District's discretion, providing this time is on a full-time basis in another bargaining unit in the employment of the District.

**SECTION D - Voluntary Reduction of Hours**

As flexible work schedules may be of benefit to both parties of this agreement, it is understood that employees may request a voluntary reduction of hours and it shall be the sole discretion of the District level school designee, with input from the employee's immediate supervisor, to either grant or deny such request. The employee shall submit a written request stating the proposed change in work schedule. The Employer's response to such a request shall be made in writing to the employee involved and said response shall not be subject to the grievance process. Should this reduction of hours request be granted, thereby creating a new position, the Employer shall post the position in accordance with Article VI, Section G.

**SECTION E - Staff Development**

All employees within the unit shall be provided with eight (8) hours of paid training and/or development activities at their regular hourly rate each school year on a day or time when students are not in school. The District shall have the exclusive right to determine the dates and times to be reserved for this purpose. The training and/or development activities to be conducted will be the responsibility of the District in collaboration with the Association. The District shall not be required to provide make-up sessions for employees who are absent from scheduled training and/or development activities.

Employees are required to attend all scheduled training and/or development activities unless excused by the District.

Any additional training and/or development activities required for a position beyond the eight (8) hour minimum shall be provided by the District, and employees shall be compensated at their regular hourly rate while participating in such training and/or development activities.

The District shall provide a ten (10) working days written notice to employees prior to all scheduled training and/or development activities.

**SECTION F - Emergency Weather Related Closings**

In the event it becomes necessary to delay the opening, close early or close completely a school facility due to inclement weather, the following shall prevail:

Subd. 1 - Opening is delayed prior to the employee's scheduled start time:

- a. Delayed openings will be communicated via the official radio station or in some cases directly to the employee by phone.

- b. Upon notification the employee will delay reporting to work for the same period as the school opening is delayed.
- c. If rescheduling on that day is possible, the employee will work the normal daily hours once the employee reports to work. If rescheduling on that day is not possible, the employee will not be penalized for any lost time.
- d. An employee whose work schedule is not impacted by the delay will report to work at the normal scheduled time.

Subd. 2 - A school facility is announced to be closed prior to the employee's scheduled start time:

- a. School closing will be communicated via the official radio station or in some cases directly to the employee by phone.
- b. Upon notification the employee will not be required to report to work that day.
- c. Employees will be paid for the day at their regular rate of pay unless a make-up day is scheduled which will provide the same annual days of employment. If a make-up day is scheduled which provides the same annual employment days, the employee will not be paid for the day school is closed for students.

Subd. 3 - A school facility is closed after the employee has reported to work:

- a. The employee may be dismissed after all students have safely departed the school.
- b. The employee shall be paid for all their scheduled work hours that day even though the employee may not be required to work their entire shift.

Subd. 4 - Employees required to report to work or who are retained after a facility is closed and students have safely departed the school:

- a. Nothing specified in Subd. 1, 2, or 3 shall prohibit the Employer from requiring an employee to remain at work or to report to work even though other employees are dismissed or are not required to report to work.
- b. Employees shall be entitled to one and one-half (1-1/2) times their normal rate of pay in lieu of their regular rate of pay for the period they are retained or the period of time they may work when they are required by their Employer to report for work.

## **SECTION G - NON-WEATHER-RELATED SCHOOL CLOSINGS**

In the event it becomes necessary to delay the opening, close early or close completely a school facility due to a non- weather-related emergency, in addition to Article V: Working Conditions, Section F, the following shall prevail:

Subd. 1 - Student Only Closing:

In the event that schools are closed for students but not staff due to unforeseeable circumstances, bargaining unit employees will report to work in school buildings as soon as practical, unless they are instructed not to report to work by the building administrator. Employees who are required to report to work and are unable to report may draw personal leave, if available, or may take the day off without pay. Employees that are not required to report to the school buildings shall be paid at their regular rate for their scheduled hours.

Subd. 2 - Schools Closed by Superintendent or Government Official:

If school buildings are closed by Superintendent or Government Official, the determination of who will be required to report in school buildings will be that of the building administrator. Employees will be paid one and one-half (1-1/2) times their regular rate of pay for the first ten (10) days of the closing if required to report to school buildings. Beyond ten (10) days the pay will be at the regular rate of pay. Every effort will be made to rotate employees through the schedule. Employees not required to report to work in the school building will continue to be paid at their regular rate of pay for their scheduled hours.

Subd. 3 - Extended Closings that Require Staff Reduction:

If a non-weather-related closing requires reduction of staff because of lack of work, reductions would be done in accordance with layoff procedures described in Article VI, Section D.

## **SECTION H - Probationary Employment**

**Subd. 1** - An employee is a probationary employee during the first ten (10) calendar months of employment in the paraprofessional unit. Months not worked shall not be counted towards completion of the probationary period (i.e., summer months). An employee's probationary period shall continue if the employee returns to a position in the unit after a break in service of sixty (60) calendar days or less, excluding summer months.

**Subd. 2** - The Employer reserves the right to discipline, lay off and/or discharge with respect to probationary employees. No matter concerning the discipline, lay off or termination of a probationary employee shall be subject to the grievance procedure. However, a probationary employee shall have the right to bring a grievance on any other provisions of the contract alleged to have been violated.

**Subd. 3** - During the probationary period the District shall provide a written performance appraisal of the employee after three (3) calendar months and at least one month prior to the completion of the probationary period.

## **SECTION I - Health Requirements**

Medical examinations may be required by the District. Any medical examination required by the District following initial employment shall be provided by the District medical doctor at District's expense. If the employee objects to being examined by the District's medical doctor, the examination shall be conducted by a medical doctor mutually agreeable to the employee and the Employer, but the employee shall be responsible for any portion of the examination fee which is in excess of what the Employer would have paid the District's medical doctor for the examination.

## **SECTION J - Recall to Work**

A minimum of two (2) hours shall be paid an employee when the employee is recalled to work or when an employee assigned to an individual student reports to work and then is sent home because the assigned student is absent from school.

## **SECTION K - Paid Time Off**

Paid time off shall be counted as time worked.

## **SECTION L - Uniforms**

If the District requires any paraprofessional employees to wear uniforms, the District shall furnish the uniforms. An employee committee, including representatives of those affected, will be formed to advise the District on uniforms.

## **SECTION M - Job Share Arrangements**

- a. Paraprofessionals in a job share position shall accrue seniority per Article VI, Section A, Subd. 1 of the contract. Job sharing arrangements shall be re-evaluated at the end of each school or shall be re-evaluated should one of the job sharing paras terminate employment or be granted a leave of absence.
- b. If one of the paras in a job share position resigns, the District shall have the right to post the job share position as is or restructure and post as a full-time position. Should the District restructure the position, the employee in the job share position shall have the right to apply for the restructured position or exercise all rights in Article VI, Section D.

## **SECTION N - Transfers and Promotions**

Employees who are new to a position must serve in that position for at least one school year or through the end of a school year prior to being considered for a transfer or promotion, unless this requirement is waived at the District's discretion. Examples of reasons that would be considered by the District for a waiver would include a transfer or promotion which would permit an employee to move from a non-benefit position to a benefit eligible position.

## ARTICLE VI: SENIORITY

### SECTION A - Definition and Method of Accumulation

Subd. 1 - Seniority shall be determined by the employee's first day of continuous employment for a regular position; the employee with the earliest seniority date shall be deemed to have the most seniority. In the event two (2) or more employees have the same seniority date, the employee with the earliest date of application on record shall be deemed to have the most seniority.

Paraprofessional employees whose assigned work schedule drops below thirty-five percent (35%) of the normal work week, which shall be defined as 12.25 hours or more per week, and more than sixty-seven (67) days per year, are exempt from coverage by this bargaining agreement and are therefore removed from the seniority list.

Seniority shall be calculated based on total hours of service, as shown below:

HOURS OF ANNUAL SERVICE	YEARS OF SENIORITY CREDIT	PORTION OF YEAR
170-444	0.25	25%
445-719	0.5	50%
720-994	0.75	75%
995 +	1 year	100%

Subd. 2 - Employees Hired for Current School Year Only Assignment - Any employee who applies for and is granted a current school year only assignment will continue to accrue seniority while working in this assignment. When the assignment ends, the District shall have the right to reassign the paraprofessional to other comparable positions within the District. An employee who refuses a reassignment to a comparable position at the same wage rate will be considered to have voluntarily resigned from the District.

Subd. 3 – Voluntary Resignation – In the event that an employee in good standing voluntarily terminates employment from the bargaining unit position and is subsequently re-employed by the District under the bargaining unit within twelve (12) months, or after an absence of one (1) school year, the District will credit the employee following the employee's completion of the probationary period as described in Article V, Section H with seniority earned and accumulated as of the date of termination.

### SECTION B - Seniority List

On October 1 of each year, the updated seniority list will be posted on employee bulletin boards and sent to the Association showing the seniority of all employees covered by this Agreement through the preceding June 30. Said updated seniority list shall state the seniority date of each employee as of the preceding June 30. Unless a written and dated statement challenging the seniority standing of any employee is filed by October 15, the seniority standing of the employees as shown on such list shall be deemed to be correct.

The seniority list will otherwise be updated during the year as it is necessary to effectuate the purposes of this Agreement. The employee will be placed on the seniority list as of the seniority date as defined in Section A Subd. 1.

### SECTION C - Loss of Seniority

An employee's continuous service shall be broken and all accrued seniority lost by any of the following:

- a. Discharge for just cause;
- b. Voluntary resignation;
- c. Failure to return to work in accordance with the terms of a leave of absence.
- d. In the case of a layoff;

- i. Failure to request receipt of any or all future notices of position openings to which the employee is eligible to return (as outlined in Sections D and F of this Article).
- ii. Failure to respond within seven (7) calendar days after receiving a request in writing from the Employer for the employee to specify the employee's intentions regarding future employment with the District. "Receiving a request in writing" is interpreted to mean that the Employer shall send a certified letter (return receipt from employee only required) to the employee's last known address. If such letter is returned undeliverable or if the employee fails to respond within seven (7) calendar days of such request, the employee shall be considered to have voluntarily resigned employment and the employee's name shall be taken off the seniority list.
- iii. Layoff more than two (2) years.

## **SECTION D - Layoff**

### **Subd. 1 – Definition**

For the purposes of this section, layoff shall be defined as:

1. Elimination of entire paraprofessional position; or
2. Reduction of position to below the benefit eligibility level as described in Article X (30 hours per week);  
or
3. Reduction of position to below bargaining unit eligibility (12.25 hours per week as defined in Article I).

### **Subd. 2 – Process and Timeline**

When reducing positions within a building, the reductions shall be made first to those hours of the most junior paraprofessional(s) with the least seniority currently assigned to the position.

The District shall have the right to reassign the paraprofessional(s) displaced through this process to other comparable positions within the District. The employee may choose to:

1. Accept the reassignment; or
2. Refuse the reassignment and voluntarily resign from the District; or
3. Accept the reduced assignment and waive all other rights under Article VI, Section D, Subd. 3.

Upon receipt of notice, the employee shall have up to seven (7) calendar days to make a decision.

When fewer positions are needed district-wide compared to the number of current positions, paraprofessionals assigned to the positions being reduced shall be laid off in inverse order of their seniority standing and shall be eligible for the layoff rights as described in Subd. 3 of this section.

The specific position to be discontinued will be identified by the Employer. Employees will be provided no fewer than fourteen (14) calendar days of written notice.

The parties agree to meet and confer regarding any reductions that fall within the following areas:

- a. In the early childhood family education program;
- b. In center-based special education programs; and
- c. In other situations if there is mutual agreement between the parties

### **Subd. 3 – Layoff Rights**

Employees whose positions are eliminated shall have the following rights:

- a. Exercise Bumping Rights:  
Employees whose positions have been eliminated would be allowed to bump into the least senior employee's position with comparable hours in their current classification or a lower classification as described in below. Comparable hours would be defined as:

- i. Within one (1) hour per day for non-benefit positions (less than six [6] hours per day).  
If there is no position within one (1) hour per day available for bumping in the employee's current classification, the employee would have the option to bump into a position within one (1) hour per day occupied by the least senior employee in the next lower classification.
- ii. Within one (1) hour per day for benefit-eligible positions (six [6] hours or more per day).  
If there is no benefit-eligible position available for bumping in the employee's current classification, the employee would have the option to bump into a benefit-eligible position occupied by the least senior employee in the next lower classification.

For layoffs taking place in the next school year, bumping shall occur after the seniority list for the current school year is updated through June 30<sup>th</sup>.

Any employee who is displaced as a result of the above described bumping right shall have the right to displace the employee with least seniority in a lower classification(s) of equal or lesser hours per day.

An employee must have the qualifications and ability to perform the new position assumed under the above procedure. An employee who assumes a new position as a result of the above procedure assumes the wage schedule which applies to the new position.

b. Accept a Layoff:

An employee with seniority standing may accept a layoff and may request to return to any open position for which the employee is qualified. However, if an employee on layoff returns to a position which is not comparable in wage and/or hours to the one held prior to layoff, the employee shall be entitled to a preference for any subsequent position opening for which the employee is qualified (as outlined in Section G of this Article). In the event two (2) or more employees on layoff are qualified for and desire to return to the same open position, recall shall be according to their seniority standing.

An employee on layoff may refuse to return to an open position not comparable as within one (1) hour or less per day) and at a lower wage rate than the position previously held by the employee before being laid off.

An employee on layoff may remain on the recall list for up to two (2) years. An employee who refuses recall to a comparable position at the same wage rate will be removed from the layoff list and employment will be considered terminated. An employee will remain on the layoff list if the employee is recalled to a position for which the employee does not meet the minimum job qualifications of the current job description.

Requests to return to employment will be sent by certified mail to persons on the layoff/recall list who cannot be reached by phone. Employees will respond within seven (7) calendar days after receiving such request. If such request is returned undeliverable or if the employee fails to respond within seven (7) calendar days of such request, the employee shall be considered to have voluntarily resigned employment and the employee's name shall be taken off the seniority list.

c. Accept Offer of Reassignment:

The employee may accept an offer of reassignment by the District to an open position of lesser pay or hours.

d. Accept Severance Package:

The employee may accept a voluntary severance package as follows:

- i. For employees with at least five (5) years of seniority, the voluntary severance package will provide for compensation of \$350 for each year of seniority, up to a maximum of twenty (20) years of seniority, or for a total of up to \$7,000.
- ii. For employees with at least ten (10) years of seniority, the voluntary severance package will also provide for a one (1) year continuation of single health insurance.

- iii. Employees who accept the voluntary severance option will sever employment with the District and be considered to have a break in service.
- iv. Employees who accept the voluntary severance option will not be eligible for the terms detailed in Article VI, Section A, Subd. 3 of this Article.

### **SECTION E - Reduction of Hours**

Employees whose positions are reduced in hours shall be provided no fewer than seven (7) calendar days of written notice. If the reduction meets the definition of layoff as described in Section D, Subd.1 of this Article, the employee may elect to waive the layoff rights and accept the reduced assignment.

### **SECTION F - Determination of Employment**

The Employer shall determine when a position is vacant and when it shall be filled. In the case of layoff or the elimination of an employee's position, all affected employees shall be given two (2) weeks' notice of the layoff and/or elimination of position.

### **SECTION G - Posted Notice of Job Vacancies**

Whenever a position vacancy occurs, other than one lasting sixty-seven (67) working days or less, a notice of that position vacancy shall be sent to the "All Paras" email group with a link to the web posting. The notice shall describe the position and shall be posted for five (5) working days except between the dates of August 15-September 30 the required posting days will be three (3) working days. The day of the posting will count as the first working day and 12 noon will be the cut off on the third (3) or fifth (5) day. When bargaining unit employees are qualified, the employee with the most seniority shall be given preference for the position and must accept the job if it is offered in writing, if the vacancy occurs during the August 15 – September 30 time period. The position description shall include the hours per day, days per year, building and classification. If the posted position is for one (1) full school year or less, the position shall be identified as such. If the status of a position changes, the position shall be re-posted. Employees who wish to apply for a vacant position, including employees on layoff, must complete an online internal application form within the period specified in the posting.

If a position vacancy occurs that is less than sixty-seven (67) working days or less than 12.25 weekly hours, first consideration will be given to bargaining unit employees who have requested an increase in hours.

The position will be filled utilizing qualifications and other factors identified by the Employer in the posted notice of the position. Bargaining unit employees applying for the position who meet the qualifications will be given preference for the position. When bargaining unit employees are qualified, the employee with the most seniority shall be given preference for the position.

No position shall be filled on a regular basis prior to the end of the period specified in the posting.

Employees who have applied for a position will be notified as soon as a decision is reached.

## **ARTICLE VII: DISCHARGE AND DISCIPLINE**

### **SECTION A - Nature of Discipline**

No employee shall be disciplined or discharged without just cause. Discipline may include verbal warning, written warning, suspension or discharge.

Only the School Board can dismiss an employee after the probationary period; however, the Superintendent or designee is authorized to suspend employees until their case is heard by the School Board.

When suspension precedes a pending dismissal action, a final decision with respect to dismissal shall be made by the School Board. The board may approve the dismissal or impose other discipline instead, including periods of suspension with or without pay, or overrule imposition of any discipline.

Warning notices will not be considered in pending discipline cases when no more than one (1) written warning for the same general kind of offense has been received by the employee within two (2) years of actual time worked.

### **SECTION B - Representation**

Whenever a meeting with an employee is scheduled for the purpose of disciplinary action, the employee may be accompanied by a representative of the local association.

## **ARTICLE VIII: LEAVES OF ABSENCE**

### **SECTION A - Basic Leave Allowance and Uses**

Subd. 1 - Employees who are regularly scheduled to work at least 12.25 hours per week shall be entitled to accrue basic leave as follows:

Employees regularly scheduled to work forty (40) hours per week shall accrue eight (8) hours of basic leave per month of active employment.

Employees who are regularly scheduled to work at least 12.25 hours per week but less than forty (40) hours per week shall accrue basic leave equal to the average number of hours worked per day for each month of active employment.

As a supplement to the monthly allocation, employees regularly scheduled to work forty (40) hours per week shall accrue eight (8) additional hours of basic leave per year. Employees who are regularly scheduled to work at least 12.25 hours per week but less than forty (40) per week shall accrue an annual supplemental basic leave equal to the average number of hours worked per day during the year. The supplement to the monthly allocation shall be awarded at the end of each work year on June 30.

Basic leave shall not accrue during unpaid approved leaves unless specifically so provided by the Employer in writing. Basic leave shall accrue monthly as it is earned, and shall be termed accrued basic leave.

Subd. 2 - Probationary employees may use basic leave only as sick leave and personal leave described in Sections B and C of this Article. Once their probationary period is complete, employees may use basic leave as described in Section A, Subdivision 3 of this Article.

Subd. 3 - Employees who have completed their probationary period may use basic leave as sick leave, personal leave, death leave, serious illness leave, family illness leave and religious leave described in Sections B, C, D, E, F and G of this Article.

Subd 4 - A day's salary for an employee whose normal work week is forty (40) hours shall be eight (8) hours straight-time pay. Employees assigned to less than the normal forty (40) hour work week shall have a pro-rata day's pay determined by totaling the hours worked during the previous four (4) weeks to the leave and multiplying by five percent (5%).

### **SECTION B - Sick Leave**

Subd. 1 - Sick leave with pay shall be allowed by the Employer whenever an employee's absence is due to an illness or physical disability of the employee which prevented employee's attendance at the employee's place of work and the performance of duties on that day or days.

Subd. 2 - In the event that illness or physical disability is one that can be predicted before its commencement, such as by way of example, but not limitation, elective surgery or pregnancy, the employee shall inform the Employer in writing no later than three (3) months prior to the contemplated start date of the illness or physical disability, or as soon as the contemplated illness or disability is known, whichever occurs first.

Subd. 3 - In the event an employee fails to adhere to the requirements of Section B, Subd. 2 above, the District may at its option deny the use of sick leave to such employee during any absence for which the District did not receive proper notice from the employee.

Subd. 4 - Employees who are employed on a full-time, twelve (12) month basis shall be granted forty-five (45) days of leave which shall be reserved for use only when accrued sick leave has been exhausted and in case of long term illness only, and which shall remain as "reserved leave" during employment. Employees other than full-time, twelve (12) month, and are regularly scheduled to work at least 12.25 hours per week shall be granted "reserved leave" proportional to the number of months they are scheduled to work during the year and the average number of daily hours worked each month. "Long term" shall be defined as an illness or disability extending for more than fifteen (15) consecutive working days.

Upon entering the third (3<sup>rd</sup>) year of employment the long term (reserved) sick leave shall become available as "accrued sick leave" and may be used as the need arises.

Subd. 5

- a. The Employer may require an employee to furnish a medical certificate from a qualified physician as evidence of illness during an extended absence or as the result of an unusual or abnormal pattern of absences in order to qualify for sick leave pay. In the event a medical certificate is required, the employee will be so advised.
- b. In individual cases, the Employer shall have the right to require that the employee be examined by a physician of the Employer's choice at the Employer's expense. In such cases, the medical conclusion of this doctor as to the beginning and ending of actual illness or physical disability shall be binding on the parties and conclusive as to the commencement and return dates of the employee and the employee's entitlement to sick pay under this Section, unless the employee shall inform the Employer that the physician's statement is unacceptable within three (3) days of receipt of the physician's statement.
- c. In the event the employee has submitted to such an examination, and the employee has properly informed the Employer that the physician's statement is unacceptable to the employee, the employee shall select a physician competent in the field related to the employee's illness or physical disability from a list of three provided by the Employer. The examination shall be at a time and place designated by the Employer. The employee shall be responsible for the physician's expense unless the physician's medical conclusions are essentially different from those of the Employer's physician, in which case the examination shall be at the expense of the Employer. Upon request, a copy of the report of the physician shall be furnished the employee and the medical conclusions of this physician as to the beginning and ending of actual illness or physical disability shall be binding upon the parties and conclusive as to the commencement and return dates and any entitlement to sick pay under this Section.

Subd. 6 - Sick leave pay shall be approved only upon submission of an electronic request upon the authorized approval from the employee's supervisor.

Subd. 7 - During any one period of absence, employees shall be permitted to use their total accrued sick leave for the long-term disability (LTD) elimination period of 90 calendar days or up to 65 days of the employee's total accrued sick leave, whichever comes first

Subd. 8 - Sick leave pay may be allowed beyond an employee's accrual at the sole discretion of the School Board. In the event that the School Board should allow sick leave pay beyond the employee's accrual, any days allowed in excess shall be deducted from the employee's future accrual of sick leave.

Subd. 9 - An employee who returns to the District from an absence due to illness or physical disability for which the employee did not receive pay directly from the District shall retain all previous experience credit and any unused leave time accumulated under the provisions of this Agreement at the beginning of the period of disability. The employee shall not accrue additional experience credit or leave time during the period of absence due to illness or physical disability for which the employee did not receive pay directly from the District.

Subd. 10 - Accrued sick leave for each employee shall be computed by the Employer and such information shall be made available by the Employer.

Subd. 11 - Accrued sick leave can be used by an employee to compensate for the difference between Workers' Compensation payments to an employee who has received a work related injury.

Subd. 12 - Sick Child Care Leave

An employee otherwise qualifying for sick leave may use personal sick leave benefits for absences due to an illness of the employee's child for such reasonable periods as the employee's attendance with the child may be necessary.

The Employer may require an employee to furnish evidence of the child's illness during an absence covered under this section. In such event, the employee will be notified and advised of the steps necessary to meet the requirement.

For the purpose of this section, "child" means an individual under eighteen (18) years of age or an individual under age twenty (20) who is still attending secondary school, or as otherwise defined by state or federal statute.

**SECTION C - Personal Leave**

Subd. 1 - Upon request, employees may be granted personal leave at the employer's discretion without salary deduction.

Twelve (12) month employees may use one (1) basic leave day each year for personal leave. For twelve (12) month employees not eligible to accrue vacation, one day of leave may be accrued for up to one year if unused during the current school year. For twelve (12) month employees who are eligible to accrue vacation, unused personal leave shall be added to an employee's earned vacation, but the leave shall not be cumulative from year to year.

Ten (10) month employees may use up to two (2) basic leave days each year for personal leave. One (1) personal day may be accrued up to one (1) year if unused during the current school year. No more than three (3) days can be used for personal leave in any given year.

Except in an emergency, there shall be three (3) days' notice to the supervisor of the request for leave under this Section.

Subd. 2 - The number of leaves granted under this Section on any given day shall be limited to no more than ten percent (10%) of the unit employees per building.

Subd. 3 - Leave pursuant to this Section shall not be used when other sections of this agreement make provision for the absence.

**SECTION D - Death Leave**

Subd. 1 - Leaves of absence without salary deduction and without deduction from accrued basic leave will be granted to employees who have completed their probationary period and are regularly scheduled to work at least 12.25 hours per week in the event of a death in the employee's family pursuant to the rules of this Article. Electronic requests must be made to the employee's supervisor for leave under this provision. Said electronic request must set forth the basis for the requested leave.

Subd. 2 - Up to five (5) days per occurrence will be allowed in the case of the death of the employee's parents, sister, brother, spouse, child, and grandchild; the employee's spouse's father or mother; or a blood relation residing in the same household.

Subd. 3 - Up to three (3) days per occurrence will be allowed in the case of the death of the employee's spouse's sister, brother, grandparent and of the employee's grandparent.

Subd. 4 - Up to one (1) day per occurrence will be allowed in the case of death of other relative or close friend.

Subd. 5 - Additional leave may be requested and deducted from accrued basic leave under this Section at the discretion of the Employer, and if so authorized in writing.

### **SECTION E - Serious Illness Leave**

Subd. 1 - Leaves of absence without salary deduction will be granted to employees who have completed their probationary period and are regularly scheduled to work at least 12.25 hours per week for life-threatening surgery or serious illness where life is in peril in the employee's family pursuant to the rules of this Article. Electronic requests must be made to the employee's supervisor for leave under this provision. Said electronic request must set forth the basis for the requested leave.

Subd. 2 - Up to five (5) days per occurrence will be allowed in the case of life-threatening surgery or serious illness of the employee's parents, sister, brother, spouse, child, and grandchild; the employee's spouse's father or mother; or a blood relation residing in the same household.

Subd. 3 - Up to three (3) days per occurrence will be allowed in the case of life-threatening surgery or serious illness of the employee's spouse's sister, brother, and grandparent, and of the employee's grandparent.

Subd. 4 - Up to one (1) day per occurrence may be allowed in the case of life-threatening surgery or serious illness of other relative or close friend.

Subd. 5 - Additional leave may be allowed under this Section at the discretion of the Employer, and if so authorized in writing.

### **SECTION F - Family Illness Leave**

Subd. 1 -

- a. An employee may use personal sick leave benefits provided by the employer for absences due to an illness of or injury to the employee's child, as defined in [Section 181.940, Subdivision 4](#), adult child, spouse, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent, for reasonable periods of time as the employee's attendance may be necessary, on the same terms upon which the employee is able to use sick leave benefits for the employee's own illness or injury. This section applies only to personal sick leave benefits payable to the employee from the employer's general assets.
- b. An employee may use sick leave as allowed under this section for safety leave, whether or not the employee's employer allows use of sick leave for that purpose for such reasonable periods of time as may be necessary. Safety leave may be used for assistance to the employee or assistance to the relatives described in paragraph (a). For the purpose of this section, "safety leave" is leave for the purpose of providing or receiving assistance because of sexual assault, domestic abuse, or stalking. For the purpose of this paragraph:
  - i. "domestic abuse" has the meaning given in [Section 518B.01](#);
  - ii. "sexual assault" means an act that constitutes a violation under [Section 609.342](#) to [609.3453](#) or [609.352](#); and
  - iii. "stalking" has the meaning given in [Section 609.749](#).
- c. An employer may limit the use of safety leave as described in paragraph (b) or personal sick leave benefits provided by the employer for absences due to an illness of or injury to the employee's adult child, spouse, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent to no less than one hundred sixty (160) hours in any 12-month period. This paragraph does not apply to absences due to the illness or injury of a child, as defined in [Section 181.940, Subdivision 4](#).
- d. For purposes of this section, "personal sick leave benefits" means time accrued and available to an employee to be used as a result of absence from work due to personal illness or injury, but does not include short-term or long-term disability or other salary continuation benefits.

- e. For the purpose of this section, "child" includes a stepchild and a biological, adopted, and foster child.
- f. For the purpose of this section, "grandchild" includes a step-grandchild, and a biological, adopted, and foster grandchild.
- g. This section does not prevent an employer from providing greater sick leave benefits than are provided for under this section.
- h. An employer shall not retaliate against an employee for requesting or obtaining a leave of absence under this section.

### **SECTION G - Religious Leave**

Employees who have completed their probationary period may use up to two (2) days of religious leave per year at the employer's discretion without salary deduction. There shall be three (3) days' notice to the supervisor of the request for leave under this Section.

### **SECTION H - Work Related Injury**

In the case of a work related injury for a paraprofessional, the District may approve any request for up to three days of paid leave, not to be deducted from basic leave.

### **SECTION I - Reimbursement for Unused Basic Leave**

Subd. 1 - As of April 30<sup>th</sup> of each year, a paraprofessional will be reimbursed for unused basic leave days. The reimbursement will be paid directly to the employee via payroll before July 1.

Subd. 2 - To qualify for reimbursement, the employee's accrued basic leave must total at least 390 hours with less than 60 hours of basic leave being used during the previous twelve (12) month period between May 1-April 30.

Subd. 3 - If the paraprofessional used between 0-35 hours of basic leave during the previous twelve (12) month period between May 1-April 30, the paraprofessional will be reimbursed for up to 35 hours of basic leave.

Subd. 4 - If the paraprofessional used between 36-59 hours of basic leave during the previous twelve (12) month period between May 1-April 30, the paraprofessional will be reimbursed for up to 20 hours of basic leave.

### **SECTION J - Jury Duty Leave**

Subd. 1 - When an employee serves on jury duty, the employee will be granted the day or days necessary as stipulated by the court to discharge this civic responsibility. The employee shall immediately notify the Employer upon receipt of jury service notice. When the employee is released for a day or part of a day during any period of jury service, the employee shall report for work. The employee will receive pay for the hours the employee would have been regularly scheduled to work had the employee not been serving on jury duty.

Subd. 2 - Compensation for jury duty service received by the employee shall be remitted in full to the Employer. Compensation does not include expenses reimbursed to the employee by the court.

Subd. 3 - The employee may be required to submit proof of jury duty service.

### **SECTION K - Child Rearing Leave**

Subd. 1 - Upon request, child rearing leave may be granted.

- a. The commencement date of child rearing leave shall be the physician's projected date the employee will no longer be disabled due to childbirth or pregnancy-related disability or the fifteenth (15th) day following the birth of the child; or the date of child adoption.
- b. The date of the child rearing leave shall be a date mutually agreed upon between the Employer and Employee but shall not exceed one (1) calendar year from its inception.

Subd. 2 - At least thirty (30) calendar days prior to the designated end of the leave period, employees on child rearing leave shall notify the Superintendent by certified letter of their intention to either; a.) return to employment as scheduled in accordance with the return date of the leave; or b.) resign.

The employee shall lose all reemployment rights if the employee fails or refuses to notify the Employer by certified mail of the employee's intention to return to work according to the above schedule; or if the employee fails to return to work at the time previously scheduled when the leave of absence was granted under the provisions of this Section.

Subd. 3 - An employee returning from a child rearing leave of one (1) full school year or less shall be re-employed in the employee's former assignment. An employee returning from a child rearing leave which is longer than one (1) school year, or which commences during one school year and extends into the following school year, shall not be entitled to return to the employee's former assignment, but may request to return to any open position for which the employee is qualified, in accordance with Article VI, Section F.

Subd. 4 - Periods of time for which the employee is on child rearing leave shall not be counted in determining the completion of the probationary period.

Subd. 5 - An employee who returns from child rearing leave within the provisions of this Section shall retain all previous experience credit and any unused leave time accumulated under the provisions of this Agreement prior to commencement of the child rearing leave. However, the employee will not advance on the salary schedule while on child rearing leave.

Subd. 6 - The employee on child rearing leave is eligible to participate in group insurance programs if permitted under the insurance policy provisions, but shall pay the entire premium for such programs as the employee wishes to retain at the beginning of child rearing leave. The right to continue participation in such group insurance programs, however, will terminate if the employee does not return to the District pursuant to this Section. State or federal law may provide additional benefits to the employee.

Subd. 7 - A child rearing leave of absence granted under this Section shall be leave without pay.

#### **SECTION L - Organizational Leave**

Subd. 1 - Upon request one member of the Association will be permitted an unpaid leave of absence of up to two (2) years for the purpose of serving as an officer of the Association. This leave may be extended by mutual agreement of the parties.

Subd. 2 - The leadership team of the Minnetonka MSEA shall be granted a total of eight (8) hours of release time per year to be used to attend to local association matters. Additional time may be granted in accordance with Section N of this Article.

Subd. 3 - In the event a leave is granted under Subd. 1 of this Section, the employee will not advance on the salary schedule.

Subd. 4 - An employee returning from an organizational leave granted under Subd. 1 of this Section which is one (1) full school year or less shall be re-employed in the employee's former assignment. An employee returning from an organizational leave which comprises one (1) full school year or longer, or which commences during one (1) school year and extends into the following school year shall not be entitled to return to the employee's assignment, but may request to return to any open position for which the employee is qualified, in accordance with Article VI, Section F.

#### **SECTION M - Medical Leave of Absence**

Subd. 1 - An employee who has completed his/her probationary period who is unable to perform his/her duties because of illness or injury and who has exhausted all sick leave credit available, upon request, be granted a medical leave of absence without pay up to two (2) years. This leave may be renewed at the discretion of the School District. If an employee on authorized medical leave exceeds the two-year limitation, the employee shall continue to be

eligible for hospitalization, medical and major medical insurance benefits in accordance with Article X, Section A, even though the employee will have been deemed to have terminated employment. The cost of the insurance shall be borne by the employee.

Subd. 2 - A request for leave of absence or renewal thereof under this section shall be accompanied by a written doctor's statement outlining the condition of health and estimated time at which the employee is expected to be able to assume his/her normal responsibilities. Leaves of absence required by law will be granted according to the provisions of the law.

Subd. 3 - An employee who returns from unpaid leave shall retain experience credit for pay purposes and other benefits which he/she had accrued at the time he/she went on leave. No credit shall accrue for the period of time that an employee was on unpaid leave.

Subd. 4 - An employee returning from medical leave granted under this section which occurs during one (1) full school year or less shall be re-employed in the employee's former assignment.

Subd. 5 - An employee returning from medical leave under this section which is longer than one (1) full school year shall be re-employed in accordance with Article VI.

Subd. 6 - An employee on leave shall notify the Employer of their intention to return as may be required by the Employer. Failure of an employee to return from a medical leave of absence granted under this section at the specified date for return will result in termination of employment and loss of seniority and all accrued benefits.

#### **SECTION N - Other Long and Short Term Leaves**

Subd. 1 - An employee may apply for a leave of absence for any reason not covered under other Articles of this Agreement.

Subd. 2 - An application for a leave of absence under this Section shall be made in writing to the Employer, setting forth the reason for the requested leave. No such leave shall be granted unless expressly authorized by the Employer in writing.

In considering such leave requests, the Employer will give consideration to the reason for the request, the effect on the system, the availability of a substitute and other factors as may be deemed relevant by the Employer. The granting or denying of such leave requests rests in the discretion of the Employer. All leaves will be limited to two years.

Subd. 3 - Leaves of absence required by law will be granted according to the provisions of the law.

Subd. 4 - If an employee is granted a leave under this Section, the employee shall not be eligible for any of the fringe benefits provided for in this Agreement, nor for pay during said leave except as may be agreed upon in writing by the School Board at the time the leave is granted. An employee granted a leave under this Section shall be permitted to purchase at his/her own expense hospital/medical insurance fringe benefits to the extent permitted by the carriers involved.

Subd. 5 - In the event that a leave is granted under this Section, the employee shall retain such amount of sick leave days and other accrued benefits, including seniority, as had accrued prior to the leave for use upon the employee's return. No accrual of leave or accrual for any other purpose, shall take place during the time that the employee is on such leave, unless the Employer has expressly provided for such in writing at the time of granting the leave.

#### **Subd. 6**

- a. An employee returning from a leave of absence granted under this Section which occurs during one (1) full school year or less shall be re-employed in the employee's former assignment.
- b. An employee returning from a leave of absence granted under this section whose leave is longer than one (1) full school year shall not be entitled to return to the employee's assignment. The employee may request

to return to any open position for which the employee is qualified in accordance with Article VI, Section F of this Agreement.

Subd. 7 - An employee on leave shall notify the Employer of their intention to return as may be required by the Employer.

Failure of an employee to return from any leave of absence granted under this Section at the specified date for return will result in termination of employment and loss of seniority and all accrued benefits.

## **ARTICLE IX: WAGES AND JOB CLASSIFICATIONS**

### **SECTION A - Wage Schedule**

Employees shall be compensated in accordance with the wage schedule which is attached hereto and made a part hereof as "Appendix A".

### **SECTION B - Pay Dates**

Employees will be paid on a bi-weekly basis. If the District determines to change to a semi-monthly basis, the District shall give notice to members of the unit no later than April 15 of the school year preceding the school year in which the change will take place.

### **SECTION C - Beginning Salary**

Previous relevant experience and/or special training may affect the beginning salary. A new employee without previous experience in the District may be given credit for up to four (4) years of experience on the salary schedule. An employee with previous District experience which is relevant to the work assignment shall be given full credit for such experience on the salary schedule.

### **SECTION D - Classification Salary Determination**

Subd. 1 - The Employer reserves the right to determine the classification of all paraprofessional positions. For a listing of paraprofessional positions by class, please see "Appendix B".

Subd. 2 - During the period of this agreement, a supervisor may request a review of a position that shows any changes in factors impacting the comparable worth value of the position. These changes must have been carried out for at least three (3) months prior to the request for classification review.

To be considered for a review, an employee or the employee's supervisor must demonstrate that there has been a substantial evolution of the responsibilities in the position and these responsibilities have been carried out for at least the three (3) month period prior to the request for classification review. The District will inform the employee in writing of the outcome of the classification review.

If the position is classified to a higher level, the incumbent shall continue to occupy the position. If the classification review results in an upward classification of the position, the employee's wage shall be increased effective the date upon which the request was submitted to Human Resources.

If the reclassification review continues to place the position at the same level, a written response to the employee shall include reasons for continuing the classification at the same level.

If the classification review results in a lowering of the classification of the position, the written response shall include the reasons for lowering the level of the position, and the person employed in the position shall continue to be paid at the rate appropriate for the level which existed prior to the classification review, so long as the employee shall occupy the position.

Subd. 3 - During the term of this Agreement, if the Employer should deem it necessary to establish any new position classification, such classification and wage schedule shall be established by the Employer. The Association shall be notified by the Employer of the position classification and wage schedule at the time the rate structure goes into

effect, and shall have an opportunity to protest any resulting wage rate so established, except that failure to protest such matter in writing within twenty (20) days after notification shall waive the Association's right to any protest. In the event the Association timely protests the establishment of a new rate structure by the Employer pursuant to this Section, the Employer agrees to meet and negotiate with the Association concerning the wage schedule for a position classification.

Subd. 4 - The wage schedule for any new position classification shall be equal to or higher than the wage schedule for Class A employees as indicated in "Appendix A" of this Agreement.

#### **SECTION E - Working Higher Classification**

An employee who replaces an employee at a higher classification for more than five (5) days shall be entitled to receive the rate of pay associated with the higher classification paid from the first day of the absence.

#### **SECTION F - Use of Automobile**

Whereas the School District policy covers reimbursement of required employee travel at the IRS approved rate, the issue of employee reimbursement for automobile use is not addressed in this collective bargaining agreement. The parties agree to the following for the position of the paraprofessional whose job responsibility is to supervise the MHS parking lot:

- a. The position of parking lot supervision does not require the use of an automobile;
- b. If an employee wishes to use the employee's automobile as part of the supervisory duties, this will be done under the decision and protocols established by the MHS principal;

For the employee following these protocols, the parties agree that in view of the board approved reimbursement rate, the employee will receive a reimbursement stipend of thirty dollars (\$30.00) per week, to be prorated when school is in session or the employee works for less than the full week.

### **ARTICLE X: FRINGE BENEFITS**

#### **SECTION A - Hospital/Medical Insurance**

Subd. 1 - An employee shall be eligible for hospitalization, medical and major medical insurance benefits if the employee:

- a. is regularly employed for not less than thirty (30) hours per week and is otherwise qualified under the terms of the insurance policy;
- b. has not terminated employment with the District.

Subd. 2 - An employee shall continue to be eligible for hospitalization, medical and major medical insurance benefits if the employee is on a medical leave of absence, approved in writing, for a period of years worked not to exceed two (2) years.

#### **Subd.3 - Insurance Benefit Allocation**

The Employer shall pay a monthly district contribution according to the grid below for all employees who are eligible for, and are enrolled in the School District Group Hospitalization, Medical, and Major Medical Plan and elect to receive coverage. Employees are responsible to request such coverage on a form provided by the Employer.

For single coverage, an employee will receive as additional salary any money from the monthly district contribution that was not entirely used in purchasing single coverage through the employer.

To qualify for employee plus one or family coverage, the employee must have eligible dependents as defined by the insurance carrier and request such coverage on a form provided by the Employer.

<b>Type of Health Insurance Coverage</b>	<b>Monthly District Contribution 2022-2023</b>	<b>Monthly District Contribution 2023-2024</b>
Single	\$651	\$684
Employee +1	\$686	\$720
Family	\$814	\$855

The School District Group Hospitalization, Medical, and Major Medical Plan shall not be modified during the term of the Agreement to reduce the aggregate value of benefits except as may be mutually agreed in writing between the parties. Employees over the age of sixty-five (65) shall be covered by such provisions of a plan, if any, as the insurance carrier is willing to provide the District for such employees. The additional cost of any premiums shall be borne by the employee and paid by payroll deduction while the employee is receiving pay from the District. The coverages and benefits provided shall be, in all cases, governed by the terms and conditions of the insurance policy and policies and procedures of the insurance carrier. The Employer will select the insurance carrier and the insurance policy.

**SECTION B - Life Insurance**

The Employer shall pay for a \$25,000 term life insurance policy with a double-indemnity provision in the case of an accidental death for each employee who is regularly scheduled to work thirty (30) or more hours per week. Such life insurance provisions shall be available for employees only based on the provisions and coverage the carrier is willing to provide. Life insurance provisions shall be available for employees over the age of sixty-five (65) only if offered by the insurance carrier and then only based on the provisions and coverage the carrier is willing to provide. The Employer will select the insurance carrier and the policy of the insurance.

**SECTION C - Long Term Disability (LTD)/Income Protection Insurance**

For each employee who is regularly scheduled to work thirty (30) or more hours per week, the Employer shall require each employee to pay the annual premium after tax for income protection insurance through payroll deduction. Such income protection insurance provisions shall be available for employees over age sixty-five (65) only if offered by the insurance carrier and then only on the basis of the provisions and coverage the carrier is willing to provide. Coverages and benefits provided shall be, in all cases, governed by the terms and conditions of the insurance policy and the policies and procedures of the insurance carrier. The Employer will select the insurance carrier and the insurance policy.

**SECTION D - Dental Program**

Subd. 1 - An employee shall be eligible for dental program benefits if the employee:

- a. is regularly employed for not less than thirty (30) hours per week and is otherwise qualified under the terms of the insurance policy;
- b. has not terminated employment with the District;
- c. is enrolled in the District dental program, should such exist.

Subd. 2 - The Employer shall pay for individual dental coverage for all employees who are eligible for and are enrolled in the School District Group Dental Plan. Family coverage is available at the employee's expense.

**ARTICLE XI: RETIREMENT**

**SECTION A - Purpose**

The purpose of the District matching retirement contribution is to encourage employees to develop a financial plan for their future for providing money for investment during the course of their employment with the District. Employees must establish participation in an eligible 403(b)/457 as defined by Minnesota Statutes, before the District will begin matching contributions.

**SECTION B - Benefits Cannot Be Accumulated**

The District match cannot be accumulated on a year-to-year basis if an employee elects to begin participation after the first year of eligibility.

### **SECTION C - Plan Year**

The annual year for the District contributions shall be July 1 - June 30. Changes in District matching amounts, based on the seniority list that is published on October 1 of each year as described in Article VI, Section B.

### **SECTION D - District Contribution is Automatic**

When an employee has an eligible plan in effect, the District matching shall be automatic not to exceed the District matching contribution.

### **SECTION E - Plan Must Comply with Federal and State Laws**

The Plan is subject to applicable provisions of IRS Code Section 403(b) and 457.

### **SECTION F - Enrollment Limited to Participating Companies**

Tax sheltered annuity purchases enrollment will be limited to companies currently having employees enrolled in the program.

For new employees hired for employment for the 2018-2019 school year and thereafter, the companies will be limited to the following:

- American Funds
- Ameriprise
- AXA Equitable Life
- Common Wealth Annuity
- Great West (Empower)
- VOYA
- ESI Financial
- Vanguard

All employees are also eligible to participate in the State of Minnesota 457 Deferred Compensation tax-deferred savings plan or New York Life (457).

### **SECTION G - Health Insurance Continuation in Retirement**

Subd. 1 - Upon retirement from the District, an employee shall be permitted to continue coverage in the District plan as required by state and federal law. The coverages and benefits provided shall be governed by the terms and conditions of the insurance policy and the policies and procedures of the insurance carrier.

Subd. 2 - Notwithstanding any other provisions of this contract, any retiree covered by a District insurance plan, upon reaching eligibility for Medicare entitlement, shall be obligated to enroll in Medicare Parts A and B.

Subd. 3 - The District monthly health insurance contribution will not continue after an employee moves from active employee benefits to retiree benefits. For paraprofessionals retiring during the school year, the contribution will only go through the end of the month that the para retires. For retirements at the end of the school year, the District contribution will go through the end of August of that same year.

### **SECTION H - Notice of Retirement**

All employees are expected to submit at least two (2) weeks' notice when retiring from the District.

### **SECTION I - Description of Retirement Plans**

Article XI contains two separate retirement plans. The criteria listed below define the eligibility requirements for each plan. Employees can only be eligible for one plan.

#### **Article XIa: Retirement Savings Match to a 403(b) or 457**

This Article applies to employees who meet either of the following criteria:

- a) Hired on or after July 1, 2008; or
- b) Hired prior to July 1, 2008, and elected this program prior to December 1, 2008

**Article XIb: Career Transition Trust, Retirement Insurance Benefit and Retirement Severance**

This Article applies to employees who were hired prior to July 1, 2008, and elected this program prior to December 1, 2008.

**Article XIa: Retirement Savings Match to a 403(b) or 457**

Article XIa applies to employees who met either of the two following criteria:

- a. Hired on or after July 1, 2008; or
- b. Hired prior to July 1, 2008, and elected this program prior to December 1, 2008

**SECTION A - District Matching Contribution (July 1, 2022 through June 30, 2024)**

Employees shall be eligible for an employer deposit in a 403(b)/457 account up to the amount according to the table below as a match to an employee deposit in a TSA account. The District match will be deposited into the employee's 403(b)/457 account as a lump sum at the end of each school year.

<b>Seniority Years</b>	<b>District Matching Contribution</b>
0 - 3 years	No Match
4 - 5 years	\$510
6 - 10 years	\$765
11 - 15 years	\$905
16+ years	\$1,045

**Article XIb: Career Transition Trust, Retirement Insurance Benefit and Retirement Severance**

Article XIb applies to employees who were hired prior to July 1, 2008 and elected this program prior to December 1, 2008.

**SECTION A - Career Transition Trust**

District Matching Contribution (July 1, 2022 through June 30, 2024)

The District match will be deposited into the employee's 403(b)/457 throughout the school year.

<b>Seniority Years</b>	<b>District Matching Contribution</b>
13 - 15 years	\$498
16 - 20 years	\$609
21 - 25 years	\$705
26+ years	\$793

**SECTION B - Retirement Insurance Benefit**

For all full-time paraprofessionals retiring at age fifty-five (55) or later who have at least twenty (20) years of para seniority credit and are enrolled in the District insurance at the time of retirement, the District will make a lump sum contribution at the time of retirement equal to \$14,040 (\$195.00 per month multiplied by 72 months) to be deposited into a Voluntary Employee Benefits Association (VEBA) account as authorized under Section 501 (c)(9) of the Internal Revenue Code to provide health insurance to eligible members.

**SECTION C - Retirement Severance**

The parties agree that employees retiring at age fifty-five (55) or later who have at least twenty (20) years of para seniority credit shall be eligible for the following retirement severance:

Seventy-five percent (75%) of the employee's hourly wage at the time of retirement on accrued sick leave up to a maximum of six-hundred (600) hours; **less**

- any District matching contribution as defined in Article XIb, Section A

The parties agree that the retirement severance as described above will be paid to eligible employees as follows:

- The District will contribute one-hundred percent (100%) of the retirement severance into a Voluntary Employee Benefits Association (VEBA) account, as authorized under Section 501 (c)(9) of the Internal Revenue Code to provide health insurance to eligible members.

## **ARTICLE XII: GRIEVANCE PROCEDURE**

### **SECTION A - Grievance Defined**

A grievance is defined as a dispute or disagreement between an employee covered hereunder and the Employer as to the interpretation or application of terms and provisions of this Agreement.

### **SECTION B - Days and Time Limits**

Reference to days regarding time periods shall refer to work days.

In computing any period of time prescribed or allowed by the 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.

Any notice or document required by this procedure may be submitted to the designated party by mail or in person. If mailed, it shall be timely if it bears a postmark of the United States mail within the time period.

### **SECTION C - Time and Waiver**

The parties by mutual agreement may waive any step and extend any time limits in the grievance procedure. Failure to appeal a grievance from one level to another within the time limits hereinafter provided shall constitute a waiver of the grievance.

A grievance shall be valid for consideration under the procedures set forth herein if the grievance is presented to the employee's supervisor within twenty (20) days after the occurrence giving rise to the grievance or twenty (20) days after the employee should reasonably have had knowledge of the occurrence giving rise to the grievance.

Reduced to writing means a concise statement outlining the nature of the grievance, the provision(s) of the contract in dispute and the relief requested.

### **SECTION D - Processing**

The processing of all grievances in level one (1) and two (2) shall be during regularly scheduled working hours unless otherwise mutually agreed. At level three (3), grievances shall be processed at a time and place determined by the Employer; and at level four (4), grievances shall be processed at a time and place determined by the arbitrator. Employees shall not lose wages due to their necessary participation in this procedure.

### **SECTION E - Procedure for Adjustment of Grievance**

The Employer, Employee and the Association shall adjust grievances in the following manner:

#### **Level 1**

- a. The employee and/or the employee's representative shall set a meeting with employee's supervisor in an attempt to resolve the grievance.  
  
This must be done within the time limits specified in Section C of this Article.
- b. If the grievance is not resolved through discussions, the grievance must then be reduced to writing by the Association, within five (5) days of the meeting held in Subdivision a.
- c. The employee's supervisor shall respond in writing within ten (10) days of the receipt of the written grievance.

### Level 2

In the event the grievance is not resolved at level one (1), the decision rendered by the supervisor may be appealed by the Association to the Superintendent, provided such appeal is made in writing within five (5) days after receipt of the decision in level one (1). If a grievance is properly appealed to the Superintendent, the Superintendent shall set forth a date and time for a conference with the Superintendent or designee to discuss the grievance. The employee and the Association shall be notified in writing of said date and time. Said discussions shall be scheduled within fifteen (15) days of receipt of the appeal. Within ten (10) days after the meeting, the Superintendent or designee shall issue a decision in writing to the parties involved.

### Level 3

In the event the employee and the School Board are unable to resolve a grievance at level two (2) or four (4), the parties may mutually agree to waive the timelines outlined in level four (4) or five (5) and submit the issue to the Bureau of Mediation Services for mediation. Should the issue remain unresolved after meeting with a mediator, the matter can be moved to the next higher level.

### Level 4

In the event the grievance is not resolved at level two (2), the decision rendered by the Superintendent or designee may be appealed by the Association to the School Board, provided such appeal is made in writing within ten (10) days after receipt of the decision in level two (2). If a grievance is properly appealed to the School Board, the School Board shall set forth a time to hear the grievance. Said hearing shall be scheduled within twenty (20) days of receipt of the appeal. The employee and the Association shall be notified in writing of the date and time of said hearing. Within ten (10) days after the meeting, the School Board shall issue its decision in writing to the parties involved.

### Level 5

In the event that the employee and the School Board are unable to resolve a grievance, the employee may submit the grievance to arbitration as provided for herein.

A request to submit a grievance to arbitration must be in writing signed by the Association, and such request must be filed in the office of the Superintendent within twenty (20) days following the date of the decision at level three (3) of the Grievance Procedure. A request for arbitration must set forth the issue(s) to be arbitrated and the provision of the agreement involved.

The Employer and the Association shall endeavor to select a mutually acceptable arbitrator to hear and decide the grievance. If the Employer and the exclusive representative are unable to agree on an arbitrator within ten (10) days after request for arbitration, they may request from the Director of the Bureau of Mediation Services, State of Minnesota, a list of five (5) names. The parties shall alternately strike names from the list of five (5) arbitrators until only one (1) name remains. The remaining arbitrator shall hear and decide the grievance.

## **SECTION F - Jurisdiction**

The arbitrator shall only have jurisdiction over grievances as defined herein and as to such grievances properly brought before the arbitrator and only pursuant to the terms of this procedure.

The arbitrator shall not have the power to add to, subtract from, or to modify in any way the terms of this Agreement.

The decision of the arbitrator shall be final and binding upon the parties. The arbitrator's decision shall be delivered to the parties.

## **SECTION G - Representation**

The employee or Employer may be represented at any step of the procedure by any person or agent designated by such party to act in their behalf.



APPENDIX A: 2022-2024 WAGE SCHEDULES

2022-2023 WAGE SCHEDULE								
CLASS	STEP 1	STEP 2	STEP 3	STEP 4	LONG 1	LONG 2	LONG 3	LONG 4
A	17.45	18.40	19.01	19.66	20.29	20.48	20.73	20.98
B	18.44	19.37	20.08	20.74	21.36	21.56	21.79	22.06
C	19.46	20.49	21.24	21.92	22.56	22.75	23.01	23.30
D1	19.72	20.75	21.51	22.19	22.83	23.01	23.28	23.56
D2	19.72	20.75	21.51	22.19	22.83	23.01	23.28	23.56
E	20.22	21.26	22.00	22.67	23.29	23.46	23.73	24.02
F	23.02	24.28	25.59	27.42	28.19	28.41	28.73	29.09

2023-2024 WAGE SCHEDULE								
CLASS	STEP 1	STEP 2	STEP 3	STEP 4	LONG 1	LONG 2	LONG 3	LONG 4
A	18.24	19.23	19.87	20.55	21.20	21.40	21.66	21.93
B	19.27	20.24	20.98	21.67	22.32	22.53	22.77	23.05
C	20.34	21.41	22.20	22.91	23.58	23.78	24.05	24.34
D1	20.61	21.68	22.47	23.18	23.85	24.05	24.32	24.62
D2	20.61	21.68	22.47	23.18	23.85	24.05	24.32	24.62
E	21.13	22.22	22.99	23.69	24.33	24.52	24.79	25.10
F	24.06	25.37	26.74	28.66	29.46	29.69	30.03	30.40

The wages reflected above represent a 4.75% raise in the base in Year 1 of this contract, 4.5% in Year 2.

Longevity Increments will be added to the hourly rate of employees who have completed the required number of years of service, which is defined as total seniority credit as described in Article VI, Section A of this Agreement.

- LONG 1: Employees are eligible for Longevity 1 after accruing 6 years of seniority.
- LONG 2: Employees are eligible for Longevity 2 after accruing 9 years of seniority.
- LONG 3: Employees are eligible for Longevity 3 after accruing 12 years of seniority.
- LONG 4: Employees are eligible for Longevity 4 after accruing 15 years of seniority.

Employees who have not reached the top step shall be eligible for a step advancement on July 1 of each year provided they have been continually employed in the bargaining unit for six (6) months.

Employees who have been at the top longevity step for a minimum of one (1) year will be eligible for a one-time payment each contract year. For employees with twenty (20) or more years of seniority, the one-time payment will include an additional \$100.

	2022-2023 One-Time Payment	2023-2024 One-Time Payment
Top of longevity step for a minimum of one (1) year	\$700	\$800
Twenty (20) or more years of seniority	\$800	\$900

Such one-time payment shall be paid as salary or a deposit into a 403b account. The payment will be made prior to October 1. The decision to deposit into a 403b account must be made by the eligible employee prior to Labor Day each year. If no deposit decision is made by the eligible employee, then the one-time payment will be paid out via payroll.

## APPENDIX B: PARAPROFESSIONAL POSITIONS BY CLASS

### **Class A**

Bus/Traffic Paraprofessional\* (If this is the employee's only assignment)  
Lunchroom/Playground/Supervisory Paraprofessional (Elementary)

### **Class B**

Childcare Paraprofessional  
Confident Kids Paraprofessional  
Early Childhood Family Education (ECFE) and Minnetonka Preschool Paraprofessional  
Hall Paraprofessional (High School)  
Layreader Paraprofessional (High School)  
Print Shop Paraprofessional (Service Center)  
Production Room Paraprofessional (High School)  
Student Supervisory Paraprofessional (Middle School)  
Supervisory Paraprofessional for Swimming (Middle School)  
World Language Paraprofessional (High School)

### **Class C**

American Sign Language Paraprofessional  
Academic Student Support Paraprofessional  
Behavior Planning Paraprofessional  
Chinese Immersion Paraprofessional  
Classroom Paraprofessional  
Executive Functioning Paraprofessional  
High Potential/Independent Investigations Paraprofessional (HP)  
Kindergarten Paraprofessional  
Math Support Paraprofessional  
Minnetonka Research Paraprofessional  
Navigator Paraprofessional  
Project Play Child Associate Paraprofessional  
Project Think Paraprofessional  
Science Paraprofessional (High School)  
School Entrance Control and Support Paraprofessional (Middle School)  
Spanish Immersion Paraprofessional  
Student Behavior Resource Room Paraprofessional (Middle School)  
Study Lunch Paraprofessional (Middle School)  
Teaching and Learning Paraprofessional (DSC)  
Testing Room Para (MHS)

### **Class D1**

Early Childhood Special Education Paraprofessional (ECSE)  
Special Education Behavior Paraprofessional  
Special Education Paraprofessional

### **Class D2**

English Language Learners Paraprofessional (ELL)  
Media Paraprofessional  
Swimming Paraprofessional (Middle Schools)  
Wilson Reading Support Paraprofessional

### **Class E**

Health Paraprofessional

### **Class F**

Licensed Practical Nurse  
Medical Paraprofessional  
Student Climate Paraprofessional (Middle School)

\*Bus Traffic Paras will be paid according to the class to which the employee is currently assigned. If the employee has no other para assignments, then the Bus/Traffic para will be paid at Class A.

