

A G R E E M E N T

between

INDEPENDENT SCHOOL DISTRICT NO. 750

COLD SPRING, MINNESOTA

and

SCHOOL SERVICE EMPLOYEES LOCAL 284

SOUTH ST. PAUL, MINNESOTA

Representing:

***Paraprofessional Employees***

***2019-2021***

August 26, 2019

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## AGREEMENT

### ARTICLE I

#### PURPOSE

Section 1. Parties: THIS AGREEMENT is entered into between Independent School District No. 750, Cold Spring, Minnesota, hereinafter referred to as the School District, and School Service Employees' Local 284, hereinafter referred to as exclusive representative, pursuant to and in compliance with the Public Employment Labor Relations Act of 1971 as amended, hereinafter referred to as the P.E.L.R.A., to provide the terms and conditions of employment for paraprofessional employees and related personnel during the duration of this Agreement.

### ARTICLE II

#### RECOGNITION OF EXCLUSIVE REPRESENTATIVE

Section 1. Recognition: In accordance with the P.E.L.R.A., the School District recognizes School Service Employees Local 284 as the exclusive representative for paraprofessionals and related personnel employed by the School District, which exclusive representative, shall have those rights and duties as prescribed by the P.E.L.R.A. and as described in the provisions of this Agreement.

Section 2. Appropriate Unit: The exclusive representative shall represent all such employees of the district contained in the appropriate unit as defined in Article III, Section 2 of this Agreement and the P.E.L.R.A. and in certification by the Director of Mediation Services.

### ARTICLE III

#### DEFINITIONS

Section 1. Terms and Conditions of Employment: The "terms and conditions of employment" means the hours of employment, the compensation therefor, including fringe benefits, and the employer's personnel policies affecting the working conditions of the employees.

Section 2. Description of Appropriate Unit: For purposes of this Agreement, the term paraprofessionals and related personnel shall mean all persons in the appropriate unit employed

by the school district in such classifications excluding 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 not in excess of 67 working days in any calendar year and emergency employees.

Section 3. School District: For purposes of administering this Agreement, the term "School District" shall mean the School Board or its designated representative.

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

## ARTICLE IV

### SCHOOL BOARD RIGHTS

Section 1. Inherent Managerial Rights: The exclusive representative recognizes that the school board is not required to meet and negotiate on matters of inherent managerial policy, which include, but are not limited to, such areas of discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, the organizational structure and selection and direction and number of personnel.

Section 2. Management Responsibilities: The exclusive representative recognizes the right and obligation of the school board to efficiently manage and conduct the operation of the school district within its legal limitations and with its primary obligation to provide educational opportunity for the students of the school district.

Section 3. Effect of Laws, Rules and Regulations: The exclusive representative recognizes that all employees covered by this Agreement shall perform the services prescribed by the school board and shall be governed by the laws of the State of Minnesota, and by school board rules, regulations, directives and orders, issued by properly designated officials of the school district. The exclusive representative also recognizes the right, obligation, and duty of the school board and its duly designated officials to promulgate rules, regulations, directive and orders from time to time as deemed necessary by the school board insofar as such rules, regulations, directives and orders are not inconsistent with the terms of this Agreement. The exclusive representative also recognizes that the school board, all employees covered by this Agreement, and all provisions of this Agreement are subject to the laws of the State of Minnesota, Federal laws, rules and regulations of the State Board of Education, and valid rules, regulations and orders of State and Federal governmental agencies. Any provision of this Agreement found to be in violation of any

such laws, rules, regulations, directives or orders shall be null and void and without force and effect.

Section 4. Reservation of Managerial Rights: The foregoing enumeration of rights and duties shall not be deemed to exclude other inherent management rights and management functions not expressly reserved herein, and all management rights and management functions not expressly delegated in the Agreement are reserved to the school district.

## ARTICLE V

### EMPLOYEE RIGHTS

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

Section 2. Right to Join: Pursuant to P.E.L.R.A., employees shall have the right to form and join labor or employee organizations, and shall have the right not to form and join such organizations.

Section 3. Request for Dues Check Off: The exclusive representative shall be allowed dues check off for its members, provided that dues check off and the proceeds thereof shall not be allowed to any exclusive representative that has lost its right to dues check off, pursuant to P.E.L.R.A. Upon receipt of a properly executed authorization of the employee involved, the school district will deduct from the employee's paycheck the dues that the employee has agreed to pay to the employee organization for the period specified in the employee's authorization (including any authorization renewals) or until the employee revokes the authorization in accordance with the terms of the authorization. The exclusive representative shall notify the School District of the amount to be deducted from an employee's paycheck each pay period. Examples of a properly executed authorization include, but are not limited to: an authorization card and/or an electronic authorization. Dues deducted shall be transmitted to the exclusive representative together with a list of names of the employees from whom deductions were made.

Section 4. New Employee Information: The School District shall provide the exclusive representative with the following information for each new employee: name; home address; home phone number; work email address; work phone number; job classification; shift; wage; number of hours normally scheduled in a work week; and building assignment. This information will be

provided to the Union within seven (7) calendar days following School Board approval of the employee's employment.

Section 5. Union Communication: The Employer shall permit the Union to communicate with employees via employees' work email address and mail slot, and via bulletin board at each work location.

Section 6. Affirmative Action: The school district is an equal opportunity employer and will not discriminate against any employee or applicant for employment because of race, color, creed, religion, national origin, sex, disability, age, marital status, or status with regard to public assistance.

ARTICLE VI

RATES OF PAY

Section 1. Rates of Pay:

Subd. 1. The wages and salaries reflected in Schedule A, attached hereto, shall be a part of the Agreement for the period commencing July 1, 2019 through June 30, 2021.

Subd. 2. During the duration of this Agreement advancement on any salary schedule shall be subject to the terms of this Agreement. New employees hired before January 15 shall advance to the next step on the following July 1. Thereafter, employees shall advance to the next step each July 1. In the event a successor Agreement is not entered into prior to the expiration of this Agreement, an employee shall be compensated according to the current rate until a successor Agreement is entered into.

SCHEDULE A

BASE HOURLY SALARY RATES

<b><u>Group III</u></b> 100-109 Points Lunch Room Monitor	<b><u>Group V</u></b> 121-130 Points Paraprofessionals Title I ELL (or EL) Special Ed. Behavior Mgmt. Kindergarten Preschool/ECFE Library/Media	<b><u>Group VI</u></b> 131-145 Pts Health Paraprofessional	<b><u>Group VII</u></b> 146-159 Points Interpreter (Sign Lang.) School Within a School Intervener * Interpreter (Braille)
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If an individual is hired specifically as a Lunch Room Monitor, the Group III classification applies. Any paraprofessional providing services in Group classifications V, VI, or VII and also engaged to provide services monitoring the lunch room shall receive compensation at the higher group classification rate of pay.

The following base hourly salary rates shall be in effect for the period commencing July 1, 2019 through June 30, 2020: Employees shall advance one step on July 1, 2019.

**2019-2020 Salary Ranges**

Group	III	V	VI	VII
4	13.70	14.16	14.59	15.33
5	14.42	14.98	15.48	16.27
6	15.23	15.94	16.46	17.32
7	16.07	16.95	17.50	18.43
8	16.97	18.02	18.66	19.66

Certification compensation applies to employees in Groups V, VI or VII (Interpreter, Intervener)

The following base hourly salary rates shall be in effect for the period commencing July 1, 2020 through June 30, 2021: Employees shall advance one step on July 1, 2020.

**2020-2021 Salary Ranges**

Group	III	V	VI	VII
4	14.11	14.58	15.03	15.79
5	14.85	15.43	15.94	16.76
6	15.69	16.42	16.95	17.84
7	16.55	17.46	18.03	18.98
8	17.48	18.56	19.22	20.25

Certification compensation applies to employees in Groups V, VI or VII (Interpreter, Intervener)

**Section 2. Longevity:** After six (6) years of continuous, regular service (not substituting), employees shall receive additional compensation per hour as listed below. Board approved leave of absences for all or part of a year do not count as an interruption of service, nor do they count as credit towards longevity. Employees must be hired before January 15 in any school year for that year to be counted towards continuous employment.

Effective July 1, 2019

Beginning 7 <sup>th</sup> year through 10 years of completed service	.35
Beginning 11 <sup>th</sup> year through 15 years of completed service	.80
Beginning 16 <sup>th</sup> year through 20 years of completed service	.90
Beginning 21 <sup>st</sup> year through 25 years of completed service	1.15
Beginning 26 <sup>th</sup> year through 30 years of completed service	1.50
Beginning 31 <sup>st</sup> year of service	1.70

Section 3. Salary Differentials: The following salary differentials shall be paid in addition to the base hourly rates.

Night Shift	.40 per hour for all hours worked after 6:00 p.m.
Saturdays	.35 per hour
Targeted Services	\$1.25 per hour additional stipend for employment in Targeted Services programs without accrual of any other benefits.
Intervener	\$5.00 per hour

Section 4. Certification: The District will recognize a progressive system of certification compensation for Members of the Group V, Group VI or Group VII (Interpreter, Intervener) paraprofessional staff. Change in compensation will occur only at the beginning of the school year when verification of certification is submitted. An employee may receive additional compensation by completion of skill competency trainings. The School District will recognize passing scores on the ParaPro Exam with a differential of \$0.25 per hour. An employee who submits Para E-link portfolio documentation in nine (9) core competencies will be recognized with a differential of \$0.50 per hour. Additionally, members who qualify must participate in the continuing education opportunities provided by the district. Members who earn certification through a recognized Educational Assistant Program or hold a related 2-year or more education degree will be awarded additional certification compensation. An employee submitting information for the first time to qualify for the certification pay with a 2-year or more education degree must submit education degree information to the District for approval. The pay differential for the degree will be \$1.50 per hour and will be paid in addition to the base rate of pay.

Section 5. Overtime: The overtime rate shall be time and one half of the Base Hourly Salary Rate plus salary differentials, for all approved hours worked over 40 per week which are not considered extracurricular.

Section 6. Supervision of Students: Paraprofessionals at Cold Spring Elementary School, John Clark Elementary School, and Richmond Elementary School who supervise multiple classrooms of children not attending CCD, shall receive an additional \$1.45 for a maximum of one hour per week they actually supervised such children.

Section 7. Field Trips: Employees shall be paid for all hours spent on field trips and special events if required or needed to be present. If the field trip involves an overnight stay, the employee will be paid for actual hours worked as agreed upon mutually by the administrator and employee. An employee shall be reimbursed for all expenses related to the field trip, (for example, the cost of an admissions ticket or meals), in accordance with school district policy.

Section 8. Meeting Attendance: In the event a paraprofessional is required by the building principal to attend an IEP meeting or meeting/conference regarding a student, the paraprofessional will be paid at the paraprofessional's hourly rate if the meeting extends or occurs beyond the contract day.

Section 9. Payment: Payday shall occur every two weeks or twice per month at the discretion of the school district.

Section 10. Travel Allowance: Authorized travel approved by the superintendent shall be by school owned vehicle or private automobile. Authorized travel by private automobile shall be reimbursed at the current IRS mileage allowance.

Section 11. Notification: Employees shall be notified by May 15<sup>th</sup> or two weeks prior to the end of the school year, whichever is later, of their assignment for the following school year, including starting and ending dates, and the number of hours daily. Employees must return a signed Employee Assignment Notice within ten (10) working days. In the event a change is necessary before the school year begins, due to unusual circumstances that may arise, employees will be notified by August 1st.

Section 12. Salary Advancement: An individual employee's salary advancement is subject to the right of the school district to withhold salary increases for good and sufficient grounds.

## ARTICLE VII

### ABSENCE FROM WORK

Section 1. Sick Leave:

Subd. 1. Employees shall earn sick leave at the rate of .05 hours per hour paid, cumulative to a maximum of 544 hours. Sick leave is only accrued from the point of board approval of the regular position.

Subd. 2. Sick leave with pay shall be allowed by the school district whenever an employee's absence is due to personal illness which shall include pregnancy related disability and which prevented the employee's attendance at school and performance of duties on that day or days.

Subd. 3. Sick leave with pay shall be allowed by the school district whenever an employee's absence is due to illness of a sick child, or other relative, as defined in MN §181.9413.

Subd. 4. Sick leave allowed shall be deducted from the accrued sick leave hours earned by the employee.

Subd. 5. The School District may require an employee to furnish a medical statement from a qualified physician as evidence of illness or injury indicating such absence was due to the illness of the employee, or the employee's child, or other relative, as defined in MN §181.9413. Final eligibility for sick leave pay will be determined by the school district. In the event that the school district wishes to have a second opinion, the district may select a physician, at district expense, to make an evaluation and submit a medical statement regarding the illness or injury.

Section 2. Emergency Leave: Paraprofessionals shall be granted up to five (5) days emergency leave with pay, per occurrence, in the event of the death or serious illness or injury of a paraprofessional's spouse, child, brother, brother-in-law, sister, sister-in-law, parent, parent-in-law, grandparent, grandparent-in-law, grandchild, daughter-in-law, son-in-law, or persons of the immediate household. Serious illness or injury is defined as one which permanently or substantially impairs or is likely to permanently or substantially impair the health of the person. Elective surgery that is not of an emergency nature does not constitute a serious illness or injury. Paraprofessionals shall be granted one day of emergency leave per occurrence, in the event of the death of an extended family member with whom there is a close emotional tie.

All emergency leave days used are to be deducted from sick leave.

Section 3. Personal Leave Time:

Subd. 1. Employees shall be granted three (3) days per year of personal leave with pay, non-cumulative, to be used for situations which require the employee's personal attention. This leave time shall be at the employee's discretion, employees need not state the reason for the proposed leave. One of these days may not be used to extend a vacation or school break as scheduled on the school calendar. Personal leave time used shall be deducted from the employee's accumulated sick leave. Personal leave time may be used in increments of less than one day but not less than on (1) hour.

Subd. 2. Requests for a personal leave day shall be made in writing to the superintendent through the building principal no later than two (2) days in advance and no sooner than ninety (90) days in advance. In the event of emergency, an application will be made as soon as possible.

Subd. 3. A maximum of three employees may be granted leave on any day, district wide. However, the maximum may be expanded at the discretion of the School District.

Subd. 4. Employees that have remaining personal leave time at the end of the school year will be paid the balance of the remaining personal leave time at the employee's actual hourly salary rate times the average daily number of hours worked, as calculated over a 5-day week. Payment will be made at the close of the school year. Cash reward for non-use of personal leave time shall suffer no sick leave deduction.

#### Section 4. Workers' Compensation:

Subd. 1. Upon the request of an employee who is absent from work as a result of a compensable injury under the provisions of the Workers' Compensation Act, the school district will pay the difference between the compensation received pursuant to the Workers' Compensation Act by the employee and the employee's regular rate of pay to the extent of the employee's earned accrual of sick leave.

Subd. 2. A deduction shall be made from the employee's accrual time according to the pro rata portions of days of sick leave which is used to supplement workers' compensation.

Subd. 3. Workplace Injury: An employee shall not suffer a loss in pay, nor be required to utilize accrued sick leave or other leave time, when the employee must leave work to seek medical treatment for an injury suffered as the result of her or his work with a student. This subdivision applies only to the day of injury itself.

Subd.4. Such payment shall be paid by the school district to the employee only during the period of disability.

Subd 5. In no event shall the additional compensation paid to the employee by virtue of sick leave result in the payment of a total daily, weekly or monthly compensation that exceeds the normal compensation of the employee.

Section 5. Maternity, Paternity and Adoption Leave:

Subd. 1. Maternity leave, paternity leave or adoption leave without pay and other benefits shall be granted employees for up to but not to exceed twelve months. Requests for maternity leave, paternity leave or adoption leave shall be made to the building principal in writing as soon as possible.

Subd. 2. Maternity leave, paternity leave or adoption leave will commence at such time as to cause the least disruption to the instructional program. The school district may require a statement from the employee's physician for use in determining the date for initiating maternity leave of absence and the duration of such leave.

Subd. 3. In terminating maternity leave, paternity leave or adoption leave of absence, employees shall notify the superintendent in writing prior to the time they desire to return to work. The exact date of return to work shall be selected so as to cause the least disruption to the education program and the date shall be mutually agreed upon.

Subd. 4. In the event that acceptance of an application for commencement or termination of a maternity leave, paternity leave or adoption leave would result in the loss of an increment, the school district shall so notify the employee in writing before acceptance.

Subd. 5. Upon conclusion of the maternity leave, paternity leave or adoption leave, the employee shall be reinstated in the original position or one of like status and pay. The employee's seniority shall remain in effect and the employee shall retain all salary and fringe benefits accrued at the time of the beginning of the leave.

Section 6. Long Term Leave of Absence: A long term leave of absence without pay or fringe benefits for a period of up to one year may be granted at the discretion of the school district. Employees on long term leave of absence must inform the district in writing of their intent to return no later than 60 days prior to the expiration of the leave of absence. Upon expiration of the leave the employee shall be reinstated to a similar or equal position.

Section 7. Jury Duty Leave: When an employee is asked to serve on jury duty, she/he will be granted the day or days necessary as stipulated by the court, to discharge this civic responsibility without loss of pay. Any compensation the employee receives from the court will be remitted to the district; however, the employee may retain travel and expense reimbursement.

Section 8. Family Medical Leave Act: The School District agrees to apply the terms of the Family and Medical Leave Act.

ARTICLE VIII

GROUP INSURANCE

Section 1. Health and Hospitalization Insurance:

Subd. 1. Employees working 30 to 40 hours per week: The district shall contribute up to the following amount annually toward the premium for health insurance coverage. All additional premium shall be paid by the employee.

Effective July 1, 2019	
Single	\$5,950
Employee + Spouse	\$8,290
Employee + Child(ren)	\$7,120
Family	\$11,130

Effective July 1, 2020	
Single	\$6,100
Employee + Spouse	\$8,500
Employee + Child(ren)	\$7,300
Family	\$11,410

Subd. 2. Employees participating in the group insurance plan will receive a base annual district contribution of \$2,200 into a health care savings account, deposited per payroll on a prorated basis.

Subd. 3. In the event that a husband and wife from the same family are employed, they shall be eligible for the district contribution for one family plan or two single plans. If a high-deductible family plan is chosen when both husband and wife are employed, the contribution into the health care savings account will increase to a total of \$2,800.

Section 2. Group Income Protection Insurance: The school district will provide Long Term Disability Insurance to all employees whose regular assigned work hours are 600 or more hours per year. The school district will pay the full premium cost.

ARTICLE IX

## HOURS OF SERVICE AND DUTY YEAR

Section 1. Basic Work Week: The regular work week shall be prescribed by the school district.

Section 2. Basic Work Year: The regular work year shall be prescribed by the school district.

Section 3. Part-time Employees: The school district reserves the right to employ such personnel as it deem desirable or necessary on a part-time or casual basis for time less than that of the regular employees.

Section 4. Shifts and Starting Time: All employees will be assigned starting time and shifts as determined by the school district.

Section 5. School Closing: In the event that school is closed for any reason (including full day closures, late starts and early dismissals) and the employees are not required to perform services, an employee's compensation shall be reduced accordingly or the employee may elect to utilize accrued personal leave for all or a portion of scheduled hours that are not worked. If during the course of the school year employees have lost work hours due to school closures, late starts or early dismissals, they may work on the day after the last student contact day to make up lost work hours. The schedule and hours worked on this day will be determined by the Superintendent who may limit the make-up hours to the number of hours actually lost during the school year.

Section 6. Holidays: Employees qualify for the following holidays: Thanksgiving Day, Christmas Eve Day, Christmas Day, New Year's Day, the Friday before Easter and Memorial Day, prorated based on weekly contracted hours.

Section 7. Pre-Employment Orientation: All new employees may be required to participate in up to 4 hours of pre-employment training activities related to the position. These hours will be considered as paid contract time for purposes of compensation, but not for seniority. All pre-employment orientation activities will be planned by the district.

Section 8. Wellness Pay: Employees who have been employed in the district at least 10 years and have accrued at least 400 hours of sick leave, may elect annually to cash out up to 20 hours at the employee's current rate of pay. Notification of intent to cash out days must be made in writing by June 1<sup>st</sup>. Payment will be made by June 30<sup>th</sup>.

## ARTICLE X

## PROFESSIONAL DEVELOPMENT

Section 1. First Aid Inservice: The School Board will annually provide first aid inservice during a non-student contact day to all Paraprofessionals who work with the students.

Section 2a. Professional Growth Inservice, Employee Discretion: The school district will pay the tuition costs or up to 6 hours per year at the employee's regular rate of hourly pay for verified completion by all employees attending professional classes outside of the employee's regularly scheduled work hours. Selection of the classes will be at the employee's discretion with pre-approval by the building staff development committee and the superintendent.

Section 2b. Professional Growth Service, District Discretion: The School District retains the right to require paraprofessionals to attend up to 8 hours of paid in-service time outside of the employee's regular work schedule. This includes travel time to and from in-service as calculated by the District. Additional hours may be approved by the Building Administrator. Approval must be given in writing prior to registration.

Section 3. CPR and First Aid Certification: Employees who maintain both CPR and First Aid Red Cross or the American Heart Association approved certification for at least six months of the school year, and are employed and certified as of June 1<sup>st</sup>, will be paid \$75.00 for the school year in which they were certified. Proof of certification is required prior to payment.

Section 4. Accredited Certification: Credits earned toward certification from Ridgewater College must not have been paid with School District funds. Selection of the classes will be at the employee's discretion with pre-approval by the superintendent.

## ARTICLE XI

### PROBATIONARY PERIOD – SENIORITY – POSTING - DISCIPLINE

Section 1. Probationary Period: An employee under the provisions of this Agreement shall serve a probationary period of nine (9) working months of continuous service in the school district, beginning with the employee's first day of work, during which time the school district shall have the unqualified right to suspend without pay, discharge or otherwise discipline such employee; and during this probationary period, the employee shall have no recourse to the grievance procedure, insofar as suspension, discharge or other discipline is concerned. However, a probationary employee shall have the right to bring a grievance on any other provisions of the contract alleged to have been violated.

Section 2. Probationary Period: Change of Classification: In addition to the initial probationary period an employee transferred or promoted to a different classification shall serve a new probationary period of three (3) calendar months in any such new classification. During this three (3) month probationary period, if it is determined by the school district that the employee's performance in the new classification is unsatisfactory, the school district shall have the right to reassign the employee to the former classification.

Section 3. Completion of Probationary Period: An employee who has completed the probationary period may be suspended without pay or discharged for cause. An employee who has completed the probationary period and is suspended without pay or discharged shall have access to the grievance procedure.

Section 4. Seniority Date: Employees shall acquire seniority upon completion of the probationary period as defined in this Agreement and upon acquiring seniority, the seniority date shall relate back to the first date of continuous service in a position governed by this agreement. If more than one employee commences work on the same date, seniority ranking for such employees shall be determined by the flip of a coin.

Section 5. Seniority List:

- a. Prior to November 30th of each school year, the School District shall establish a seniority list to be prepared from its records. The seniority list will list assistants and paraprofessionals by name, group, date of employment, and hours worked per week as identified in the assigned notification. The School District shall post such list in each school building.
- b. Any person whose name appears on such list and who may disagree with the findings of the School District and the order of seniority in said list shall have twenty (20) days from the date of the posting to supply written documentation, proof, and request for seniority change to the school district.
- c. Within ten (10) days thereafter, the School District shall evaluate any and all such written communications regarding the order of seniority contained in said list and may make such changes as warranted. A final seniority list shall thereupon be prepared by the School District and posted as of January 1.

This list, as revised, shall be binding on the School District and the assistants and paraprofessionals. Each year the School District shall cause such seniority list to be updated to reflect any addition or deletion of personnel caused by retirement, death,

resignation, termination, cessation of services, reassignment, additional hours, or new employees. Such yearly revised list shall govern the application of the Reduction of Force clause (Article XII) of this assignment.

Section 6. Job Postings: All vacant and new positions shall be posted. A written notice, including the job qualifications, shall be posted on the official bulletin boards at all schools indicating all position openings. All jobs shall remain posted for a minimum of five (5) days before the application closing date. Employees who have completed their probationary period will be given an opportunity to be considered for such positions. Ability, experience, job performance and seniority will be considered in filling posted positions. The steward shall be provided copies of all postings.

Section 7. Paraprofessional Discipline:

Subd. 1. Purpose: Disciplinary action shall be imposed on paraprofessionals only for just cause and all disciplinary actions are subject to the grievance procedure established by this contract. This article covers all paraprofessionals in the bargaining unit.

Subd. 2. Disciplinary Action:

a. All disciplinary action, where possible and appropriate, shall be corrective in nature and not punitive. Any disciplinary action shall include corrective actions permitted by Minnesota statute, but may be applied in any order:

Oral warnings or reprimand,  
Written warning or reprimand,  
Suspension with pay,  
Suspension without pay,  
Withholding of step and/or lane advances,  
Dismissal.

b. Union Representation: The school district shall not meet with an employee for the purpose of questioning the employee during a formal investigation which is anticipated to lead to the suspension or dismissal without first offering the employee an opportunity for union representation. Should the employee decide to waive the right to representation, the employee shall do so in writing. The employee shall be advised of the nature of the allegation(s) prior to questioning.

c. Reprimands: If an administrator has reason to reprimand an employee, it shall, if possible, be done in such a manner that will not embarrass the employee before

other employees, students, or the public.

- d. Notification: A copy of a written reprimand shall be given to the employee prior to having such reprimand placed in the personnel file.

Subd. 4. Personnel File: An employee's personnel file shall contain only materials that are related to his/her employment. Initial infractions, irregularities, or deficiencies shall first be privately brought to the attention of the employee and, if corrected, shall not be entered into the employee's personnel file.

Each employee shall be promptly furnished with a copy of all evaluative and disciplinary entries into his/her permanent personnel file. All entries shall be dated and signed. An employee shall have the right to place in his/her personnel file, a written response which shall be attached to the relevant document.

Upon written request by the employee, copies of such materials shall be provided to the employee at the expense of the employee or the union.

Subd. 5. Investigation Meetings: In order that no unwarranted disciplinary action will take place against an employee, the District will make an appropriate investigation of any alleged violation of the Agreement, rules and regulations, laws or other restrictive edicts affecting an employee that could be sufficient cause for possible suspension or dismissal. If the evidence indicates that there may be sufficient cause for such disciplinary action, the involved employee will be informed that the investigation will continue and that the employee may be involved.

## ARTICLE XII

### REDUCTION IN FORCE

Section 1. Seniority Recognition: The employer recognizes that the purpose of seniority is to provide a declared policy as to order of layoff and recall of employees. Employees shall be given fourteen (14) calendar days written notice of layoff.

In the event of a layoff, employees with the least seniority shall be the first to be laid off, providing the employees remaining on the payroll are qualified to perform the work remaining to be done. An employee on layoff shall retain seniority and right to recall, within the bargaining unit for a period of two (2) years after the date of layoff.

Section 2. Meet and Discuss: Before any reduction in hours, position elimination and/or bumping takes place, the District and Union Representative will meet to review the procedure for implementing this language.

Section 3. Bumping and Combining Positions: An employee within the affected position group classification may replace an employee in the same group classification, or a lower pay group classification, with the least seniority. An employee can not replace another employee in a higher paid group classification. Employees who are displaced from their jobs as a result of the bump back procedure may replace the employee having the least seniority in their same or lower position group classification. In no case shall an employee displace any employee with greater seniority.

When an employees' hours are reduced, the district shall attempt to combine positions when possible, so that benefits are not lost due to a reduction in hours. However, employees may reject the combining of positions and may request a voluntary reduction in hours in order to avoid the combining of positions and/or reassignment. Once the employee agrees to a reduction in hours they no longer are considered to be on layoff, subject to recall.

Section 4. Recall: Employees on layoff will be recalled, in seniority order, if qualified, to available positions at or below their previous pay group classification. An employees seniority rights, layoff status, and recall rights shall terminate upon the earliest of the following events: (a) resignation or (b) retirement.

Employees notified of recall by certified mail shall respond in writing within ten (10) calendar days from the date of notification to accept the offer of recall or reject the position being offered; failure to respond forfeits any right to recall. Employees laid off in accordance with this Section shall be permitted to remain on the recall list for a period of two (2) years. Employees who are recalled to work shall have their seniority, salary schedule step placement, earned sick leave, and personal leave benefits reinstated to their status at the time of layoff.

## ARTICLE XIII

### MATCHING ANNUITY

Section 1. Matching Annuity Contribution:

Subd. 1. Authorization: Effective July 1, 2005, all employees may participate in the district matching annuity program as provided in M.S. 356.24 and subject to the provisions contained in this Article. All provisions of this Article are subject to applicable

code provisions of Minnesota Statutes, Internal Revenue Code Section 403(b).

Subd. 2. Eligibility: Employees working thirty (30) hours or more per week shall be eligible for the full district contribution. Employees working less than thirty (30) hours per week shall receive a prorata district contribution (ex: 6 hours per day x 172 days = 1032; 5 hours per day x 172 days = 860;  $860 / 1032 = .833$  x \$500 = \$416.50)

Subd.3. District Contribution: The school district will annually match an employee's eligible contribution according to the following schedule:

Effective July 1, 2019	
0-4 years of service completed	\$0
Beginning 5 <sup>th</sup> through 10 <sup>th</sup> year of service completed	\$600
Beginning 11 <sup>th</sup> through 15 <sup>th</sup> year of service completed	\$700
Beginning 16 <sup>th</sup> through 20 <sup>th</sup> year of service completed	\$800
Beginning 21 <sup>st</sup> plus years of service completed	\$900

Effective July 1, 2020	
0-4 years of service completed	\$0
Beginning 5 <sup>th</sup> through 10 <sup>th</sup> year of service completed	\$700
Beginning 11 <sup>th</sup> through 15 <sup>th</sup> year of service completed	\$800
Beginning 16 <sup>th</sup> through 20 <sup>th</sup> year of service completed	\$900
Beginning 21 <sup>st</sup> plus years of service completed	\$1,000

Subd. 4. Maximum: The maximum district contribution to the annuity will be \$25,000.

Subd. 5. Enrollment Provisions: The District contribution will begin when the employee submits an Intent to Participate form to the Business Office stating their elected employee contribution. Employees may elect to contribute more than the district match. The employee must match the district contribution or the employee forfeits the district contribution for the year. An employee election shall be automatically renewed each year except by written cancellation by the employee or termination of employment. Employees electing a contribution, or electing to increase their contribution amount must submit a new Intent to Participate form by September 15<sup>th</sup>.

## ARTICLE XIV

### GRIEVANCE PROCEDURE

Section 1. Grievance Definition: A "grievance" shall mean an allegation by an employee of the exclusive representative resulting in a dispute or disagreement between the employee or the exclusive representatives and the school district as to the interpretation or application of terms and conditions of employment insofar as such matters are contained in this Agreement.

Section 2. Representative: The employee, administrator, or school board may be represented during any step of the procedure by a person(s) or agent(s) designated by such parties to act in their behalf.

Section 3. Definitions and Interpretations:

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

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

Subd. 3. Computation of Time: In computing any period of time prescribed or allowed by procedures herein, the date of the act, event or default for which the designated period of time begins to run shall not be included. The last day of the period so computed shall be counted, unless it is a Saturday, a Sunday or a legal holiday, in which event the period runs until the end of the next day which is not a Saturday, a Sunday or a legal holiday. The number of days at each level shall be considered the maximum length of time and every effort should be made to expedite the process.

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

Section 4. Time Limitation and Waiver: Grievances shall be submitted in writing to the school 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 the event giving rise to the grievance occurred. Failure to file any grievance within such period shall be deemed 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 employees and the school district's designee.

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

Subd. 1. Level I: Every attempt should be made to resolve the grievance issue with the building principal or program administrator. If the grievance is not resolved through informal discussions, the school district designee shall give a written decision on the grievance to the parties involved within five (5) days after receipt of the written grievance.

Subd. 2. Level II: In the event the grievance is not resolved in Level I, the decision rendered may be appealed to the superintendent of schools, provided such appeal is made in writing within ten (10) days after receipt of the decision on Level I. If a grievance is properly appealed to the superintendent, the superintendent or his designee shall issue a decision in writing to the parties involved within ten (10) days after receipt of the written grievance.

Subd. 3. Level III: In the event the grievance is not resolved in Level II, the decision rendered may be appealed to the school board or its designated representative, provided such appeal is made in writing within ten (10) days after receipt of the decision in Level II. If a grievance is properly appealed to the school board, the school board shall set a time to hear the grievance no later than the second regularly scheduled school board meeting within fifteen (15) days, which ever comes first, after receipt of the appeal. Within seven (7) 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 in writing not later than seven (7) days following the meeting.

Section 6. School Board Review: The school board reserves the right to review any decision issued under Level I or Level II of this procedure provided the school board or its representative notify the parties of its intention to review within ten (10) days after the decision has been rendered. In the event the school board reviews a grievance under this section, the school board reserves the right to reverse or modify such decision.

Section 7. Denial of Grievance: Failure by the school board or its representative to issue a decision at Level I or Level II within the time periods provided herein shall constitute a denial of the grievance and the employee may appeal it to the next level.

Section 8. Arbitration Procedure: In the event that the employee and the school board are unable to resolve any grievance, the grievance may be submitted to arbitration as defined

herein.

Subd. 1. Request: A request to submit a grievance to arbitration must be filed in writing with the office of the superintendent within ten (10) days following the decision in Level III of the grievance procedure.

Subd. 2. Prior Procedure Required: No grievance shall be considered by the arbitrator which has not been first duly processed in accordance with the grievance procedure and appeal provisions.

Subd. 3. Selection of Arbitrator: Upon the proper submission of a grievance under the terms of this procedure, the parties shall, within five (5) 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 State Bureau of Mediation Services (BMS) to appoint an arbitrator, providing such request is made within fifteen (15) days after request for arbitration. The request shall ask that the appointment be made within ten (10) days after the receipt of said request. Failure to agree upon an arbitrator or the failure to request an arbitrator from the BMS within the time periods provided herein shall constitute a waiver of the grievance.

Subd. 4. Submission of Grievance Information:

- a. Upon appointment of the arbitrator, the appealing party and school board or its designee shall forward to the arbitrator and the other party the submission of the grievance which shall include the following:
  - (1) The issue involved
  - (2) Statement of the facts
  - (3) Position of the grievant
  - (4) Position of the school board
  - (5) The written documents relating to Article XII, Section 5 of the grievance procedure.

Subd. 5. Hearing: The grievance shall be heard by a single arbitrator and both parties may be represented by such person or persons as they may choose and designate, and the parties shall have the right to a hearing at which time both parties will have the opportunity to submit evidence, offer testimony, and make oral or written arguments relating to the issue before the arbitrator.

Subd. 6. Decision: The decision by the arbitrator shall be rendered in writing within twenty

(20) days after the close of the hearing. Decisions by the arbitrator in cases properly before him shall be final and binding upon the parties, subject however, to the limitations of grievance arbitration decisions as provided for in the P.E.L.R.A.

Subd. 7. Expenses: Each party shall bear its own expenses in connection with arbitration including expenses relating to the party's representatives, witnesses, and any other expenses which the party incurs in connection with presenting its case in arbitration. A transcript or recording shall be made of the hearing at the request of either party. The parties shall equally share fees and expenses of the arbitrator. The cost of the transcript or recording shall be borne by the requesting party. Other expenses which the parties mutually agree are necessary for the conduct of the arbitrator shall be shared equally.

Subd. 8. Jurisdiction: The arbitrator shall have jurisdiction over disputes or disagreements relating to grievance properly before the arbitrator pursuant to the terms of this procedure.

## ARTICLE XV

### DURATION

Section 1. Terms and Reopening Negotiations: This Agreement shall remain in full force and effect for a period commencing on July 1, 2019, through June 30, 2021, and thereafter as provided by P.E.L.R.A. 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 90 days prior to said expiration. Unless otherwise mutually agreed, the parties shall not commence negotiations more than 90 days prior to the expiration of this Agreement.

Section 2. Effect: This Agreement constitutes the full and complete Agreement between the school district and the exclusive representative representing the employees. The provisions herein relating to terms and conditions of employment supersede any and all prior Agreements, resolutions, practices, school district policies, rules or regulations concerning terms and conditions of employment inconsistent with these provisions.

Nothing in this Agreement shall be construed to obligate the school district to continue or discontinue existing or past practices, or prohibit the school district from exercising all management rights and prerogatives, except insofar as this exercise would be in express violation of any term or terms of this Agreement.

Section 3. Finality: Any matters relating to the term and conditions of employment, whether or not referred to in this Agreement, shall not be open for negotiation during the term of this

Agreement.

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

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

For School Service Employees Local 284

For Independent School District. 750  
Cold Spring, Minnesota

\_\_\_\_\_  
Business Representative

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Steward

\_\_\_\_\_  
Clerk

Dated this \_\_ day of \_\_\_\_, 2019.

Dated this \_\_ day of \_\_\_\_, 2019.