



Excellence.
Every School.
Every Student.
Every Day.

AGREEMENT

between

**INDEPENDENT SCHOOL DISTRICT
No. 270**

and

**SERVICE EMPLOYEES
INTERNATIONAL UNION
LOCAL 284
(Teacher Paraprofessionals)**

**Effective dates:
July 1, 2017 – June 30, 2020**

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This AGREEMENT, entered into on May 15th, 2018 between Independent School District No. 270, hereinafter called the EMPLOYER, and Service Employees International Union, Local 284, hereinafter called the UNION, has as its basic objective the promotion of the responsibilities of the EMPLOYER for the public good.

ARTICLE 1. PURPOSE.

The UNION and the EMPLOYER agree that the purpose for entering into the AGREEMENT is to:

- 1.1 establish the foundation for a harmonious and effective relationship;
- 1.2 provide for a means to peacefully resolve disputes concerning the application or interpretation of this AGREEMENT;
- 1.3 specify the full and complete understanding of the parties; and
- 1.4 place in written form the agreed upon terms and conditions of employment for the duration of this AGREEMENT.

ARTICLE 2. RECOGNITION.

2.1 The EMPLOYER recognizes the UNION as the exclusive representative for the purpose of meeting and negotiating the terms and conditions of employees in the following unit:

All educational paraprofessionals of Independent School District No. 270, Hopkins, Minnesota, who work for more than 14 hours per week and for more than 67 work days per year, excluding supervisory employees, confidential employees, students, and all other employees.

2.2 Job assignments which are within the bargaining unit and covered by this AGREEMENT are as follows: (see Article 9 for Job Classifications)

- | | |
|---|---|
| AOM Paraprofessional | Supervisory/Administrative Paraprofessional |
| Audio/Visual Paraprofessional | Technical Support Specialist Paraprofessional |
| Title I Paraprofessional | Transition Plus Paraprofessional |
| ESL/LEP Paraprofessional | XL Paraprofessional |
| Video Paraprofessional | |
| Gifted & Talented Paraprofessional | |
| Graduation Incentives Paraprofessional | |
| HAP Paraprofessional | |
| Health Paraprofessional | |
| Kindergarten Paraprofessional | |
| Learning Support Paraprofessional | |
| Library/Media Paraprofessional | |
| Playground Paraprofessional | |
| Resource Center Paraprofessional | |
| Resource Paraprofessional Science-HHS | |
| SMARTS Paraprofessional | |
| Special Education Paraprofessional | |
| Student Support Specialist Paraprofessional | |
| Study Center Paraprofessional | |

- 2.3 In the event there is a dispute as to whether a particular paraprofessional position is to be included or excluded from the paraprofessional's appropriate unit, either party to this agreement may institute proceedings before the Bureau of Mediation Services pursuant to the Minnesota Public Employment Labor Relations Act (PELRA).

ARTICLE 3. SCOPE OF AGREEMENT.

It is the intention of the UNION and the EMPLOYER that the coverage of this AGREEMENT is limited to the "terms and conditions of employment," defined as:

"the hours of employment, the compensation therefore including fringe benefits,"

that are specifically established herein and are not intended to be in conflict with any statute of the State of Minnesota or rule or regulation promulgated there under.

ARTICLE 4. EMPLOYER RIGHTS.

- 4.1 The EMPLOYER retains the full and unrestricted right to operate and manage all manpower, facilities, and equipment; to establish functions and programs; to set and amend budgets; to determine the utilization of technology; to establish and determine the number of personnel; and to perform any inherent managerial function not specifically limited by this AGREEMENT.
- 4.2 Any "term or condition of employment" not explicitly established by this AGREEMENT shall remain with the EMPLOYER to establish, modify, or eliminate by reasonable work rules, policies and procedures.

ARTICLE 5. UNION RIGHTS.

- 5.1 Each employee shall have the right to request and be allowed dues check-off for the Union. The employee request shall be in the form of a written authorization, online sign-up, or audio-recorded phone authorization for dues/premier member dues deductions. The School District shall implement all the terms of dues check-off authorizations submitted by the Union and agreed to by the employee.
- 5.2 The EMPLOYER shall notify the UNION STEWARDS in writing of new employees.
- 5.3 The Business Representative of the UNION shall be permitted to enter the facilities of the EMPLOYER where employees covered by this AGREEMENT are working upon notification to the Human Resources Administrator.

- 5.4 The EMPLOYER shall not enter into any agreement with employees which conflicts with the terms and conditions of this AGREEMENT.
- 5.5 The UNION may designate employees from the bargaining unit to act as Representatives (Stewards) and shall inform the EMPLOYER in writing of the names of such Representatives and of successors when so named. Employees so designated shall have the duties and responsibilities established by ARTICLE 23 (GRIEVANCE PROCEDURE).
- 5.6 It is in the interest of the employer and the union that all newly hired employees are informed of their rights, obligations, and the benefits of their employment with the District. Accordingly, the District shall inform union representatives and stewards of all new hires immediately upon hire, and the stewards shall be afforded an opportunity to meet with the employee(s).

ARTICLE 6. POSTING OF VACANCIES AND PROBATIONARY PERIOD.

- 6.1 The EMPLOYER and the UNION agree that job classification vacancies should be filled based on the concept of promotion from within, provided that applicants have the necessary **qualifications** to meet the standards of the vacancy and have the **ability** to perform the duties and responsibilities of the vacancy. If qualifications are equal, the more senior applicant will be selected.
- 6.11 New positions and vacant positions shall be posted by the EMPLOYER for a period of at least ten (10) consecutive business days. Business days are defined as any day on which the EMPLOYER is providing K12 student programming during the regularly scheduled school year. In the summer months when regularly scheduled school year programming is not in session, vacant positions shall be posted by the EMPLOYER for a period of at least seven (7) consecutive calendar days.
- 6.111 The notice of posting shall be made online.
- 6.112 The notice of posting shall include a description of the position's duties and responsibilities, its location, and its approximate hours of work.
- 6.113 Employees who wish to receive teacher paraprofessional job postings via email during the summer months shall notify the Human Resources Employment Specialist in writing. Summer job postings will be posted in a timely manner.
- 6.12 The EMPLOYER has the right of final decision in the selection of applicants to fill posted positions.

6.13 The EMPLOYER shall have the right to fill vacant positions during the posting procedure by a "temporary" assignment or by the employment of "temporary" personnel.

6.2 All individuals who are original hires or rehires shall serve a probationary period of sixty continuous working days. A thirty-day extension of the probationary period may be approved by mutual consent of the EMPLOYER and UNION. Immediately upon hire, employees shall be given a copy of the job description and the performance evaluation rubric for Paraprofessional staff.

6.21 The probationary period shall serve as a period of time during which the employee shall demonstrate fitness and ability to perform the job classification duties and responsibilities.

6.22 At any time during the probationary period an employee may be terminated at the discretion of the EMPLOYER without recourse to the provisions of ARTICLE 23 (GRIEVANCE PROCEDURE). Employees terminated during the probationary period shall receive a written notice of such termination.

6.3 The Human Resource Employment Specialist shall be responsible for determining rate of pay, presenting the offer, and providing new employee orientation to individuals who are original hires or rehires.

ARTICLE 7. HOURS OF WORK.

7.1 The normal work day shall be a maximum of eight (8) consecutive hours, excluding a one-half (1/2) hour unpaid lunch period.

7.2 The normal work week shall be a maximum of five (5) consecutive normal work days in a calendar week.

7.3 The work year shall be established by the EMPLOYER and assigned to employees.

7.4 The scheduled hours per normal work day shall be established by the employee's immediate supervisor.

7.5 Nothing in this AGREEMENT shall be construed as and is not a guarantee of any hours of work per normal work day or work week.

7.6 Paraprofessionals, for whom employment is available, shall receive a written notice of employment by August 1 of each calendar year, which shall indicate the hourly rate of pay, the approximate date that employment will begin, and the approximate number of hours of work per week.

- 7.7 Hours worked in excess of eight (8) in a normal work day or in excess of forty (40) in a normal work week shall be compensated at the rate of one and one-half (1-1/2) the employee's hourly rate of pay or shall receive compensatory time at the rate of one and one-half (1-1/2) times subject to the request of the employee and approval of the immediate supervisor. Overtime shall be reported to the immediate supervisor on a weekly basis. An employee may sign up for a Flexible Schedule by providing this request in writing to the employee's immediate supervisor. If an employee requests to be signed up for a Flexible Schedule, they will no longer be eligible for daily overtime pay for work in excess of eight (8) hours in a work day. An employee may rescind their Flexible Schedule at any time in writing to the immediate supervisor and daily overtime pay for any hours worked in excess of eight (8) hours in a work day will be reinstated. An employee who is signed up for a Flexible Schedule will continue to receive overtime pay and/or compensatory time for all hours worked in excess of forty (40) hours in a work week. The EMPLOYER retains the right in all circumstances to schedule the hours of work for employees covered by this agreement.
- 7.8 **Employee Training.** Paraprofessional staff members who work in Special Education shall receive a paid four (4) hour workshop during the District's workshop week prior to the start of the new school year.

ARTICLE 8. EMPLOYMENT STATUS.

- 8.1 Full-time employees are defined as individuals assigned to a job classification or classifications, scheduled for a normal work week of thirty (30) hours or more, and are compensated at a basic hourly rate as established by ARTICLE 9.
- 8.2 Part-time employees are defined as individuals assigned to paraprofessional duties and responsibilities, scheduled for a normal work week of fourteen (14) but less than thirty (30) hours, and are compensated at a basic hourly rate as established by ARTICLE 9.
- 8.3 Full-time and part-time employees shall be subject and entitled to all "terms and conditions of employment" to the extent established by this AGREEMENT.
- 8.4 Principals of each building are asked to provide, in a designated place, a sign up sheet on which paraprofessionals may list their names as persons interested in casual labor opportunities occurring at anytime within the school year, including summer months.
- 8.5 **NCLB/ESEA Paraprofessional Certification:** Employees covered under this Agreement will have the option to meet the "highly qualified personnel standards" standard requirements of the ESEA law, (Elementary and Secondary Education

Act) or the requirements of NCLB (No Child Left Behind), by fulfilling any of the following options:

- a) Completed at least two years of study at an institution of higher education (60 semester credits)
- b) Obtained an Associate's degree or higher as related to ESEA/NCLB
- c) ETS ParaPro Assessment or State approved local assessment
- d) State-designed competency portfolio

It is agreed that ISD 270 will make available the test site and provide for one ParaPro test at District expense. Subsequent test fees will be the responsibility of the employee.

ARTICLE 9. JOB CLASSIFICATIONS AND COMPENSATION.

9.1 **Job Classifications.** Personnel shall be hired for and assigned to the following job classifications. Positions will have uniform job description for all schools.

CLASS II

Playground Paraprofessional

CLASS III

Library/Media Paraprofessional
Resource Center Paraprofessional

CLASS IV

Study Center Paraprofessional
Audio/Visual Paraprofessional
Kindergarten Paraprofessional
Resource Paraprofessional Science – HHS

CLASS V

Gifted & Talented Paraprofessional
Health Paraprofessional
HAP Paraprofessional
Learning Support Paraprofessional
Title I Paraprofessional
Special Education Paraprofessional
Supervisory Paraprofessional
ESL/LEP Paraprofessional
Transition Plus Paraprofessional
Video Paraprofessional
Graduation Incentives Paraprofessional
SMARTS Paraprofessional

CLASS VI

XL Paraprofessional
Learning Center Paraprofessional
Technical Support Specialist Paraprofessional
Student Support Specialist Paraprofessional

9.2 **Wage Rates.**

9.21 Employee shall normally be hired at the minimum hourly rate but may be hired above the minimum by providing written notification to the UNION Representative and Stewards. The basic hourly wage rate for full-time and part-time employees shall be as follows:

Eligible Paraprofessionals shall be compensated in accordance with the following schedule of hourly rates:

2017-2018 Wages

Hourly Range Model		
Class	Min	Max
02	14.13	18.70
03	13.93	21.12
04	14.15	21.39
05	15.83	23.52
06	16.20	24.03

Employees who have not reached the maximum hourly rate in their pay classification will receive a \$.65 per hour increase applied to their 2016-2017 hourly rate effective July 1, 2017.

2018-2019 Wages

Hourly Range Model		
Class	Min	Max
02	14.63	19.25
03	14.43	21.67
04	14.65	21.94
05	16.33	24.07
06	16.70	24.58

Employees who have not reached the maximum hourly rate in their pay classification will receive a \$.65 per hour increase applied to their 2017-2018 hourly rate effective July 1, 2018.

2019-2020 Wages

Hourly Range Model		
Class	Min	Max
02	15.13	19.80
03	14.93	22.22
04	15.15	22.49
05	16.83	24.62
06	17.20	25.13

Employees who have not reached the maximum hourly rate in their pay classification will receive a \$.65 per hour increase applied to their 2018-2019 hourly rate effective July 1, 2019.

9.3 **Compensation.** Compensation shall be based on an employee's job classification, employment status, and hours worked.

9.31 **Consolidation.** All paraprofessionals assigned and working in more than one classification will be paid the salary in each classification.

9.32 A paraprofessional covered by this Agreement, who is employed in another position in the School District covered by a Local 284 Master Agreement, will be eligible for health and dental benefits for the total number of regularly scheduled hours within the School District covered by a Local 284 Master Agreement. The Master Agreement under which the employee works the most regularly scheduled hours will dictate the health and dental benefits. If an employee is regularly scheduled equal hours in each position, the employee will have the opportunity of choosing, in writing, which benefits will be provided.

9.33 An employee who substitutes for another employee at a higher classification for more than three (3) days shall be entitled to receive the rate of pay associated with the higher classification. The higher rate of pay shall be paid from the first (1st) day until the absent employee returns to duties or is replaced.

9.34 **Paid Education:** Any paraprofessional who is required by the District to attend an education session shall be paid according to the provisions of this Master Agreement.

9.4 **Pay Days.** Employees shall receive checks twice monthly according to the District's payroll schedule, commencing September 15, unless their employment begins before the start of the school year. The total annual earnings of each employee will be based on total hours worked and recorded in the District's time and attendance system. Fringe and union dues deductions for the fiscal year will be divided equally among the available paychecks.

9.41 New employees will receive an initial paycheck on the 15th or 30th of the month following beginning of employment after July 1

9.42 Employees will clock in and out on the District's time and attendance system daily. Time sheets shall be approved by the employee weekly. Any time worked beyond the assigned schedule will require approval from the direct supervisor.

9.5 **Wage Advancement Eligibility.** Employees hired during the work year will be assigned a September 1 employment anniversary date. Employees hired before February 1 will be assigned as of the previous September 1; employees hired after February 1 will be assigned as of the following September 1. Employees will advance on the wage schedule effective September 1 following one (1) year of employment until the maximum hourly rate is reached. Effective July 1, 1999 up to 10 days of service as a paraprofessional within the Hopkins School District Summer School program employment may be considered for wage advancement.

9.6 **School Closing.** When employees are not required to work or are dismissed early by the EMPLOYER due to inclement weather or emergency closing, staff regularly scheduled for work shall suffer no loss in pay. Employees directed to work when the District is closed for staff will be compensated at one and one-half times (1.5) their normal rate of pay for the hours worked. Any employee who is regularly scheduled to begin work before 7:00 AM will receive a minimum of two (2) hours of pay at one and one-half times (1.5) their normal rate of pay when school is closed for staff.

9.7 **Extra Duties.** The following schedule of payments shall be made for extra duties performed by a paraprofessional, unless the paraprofessional staff member's rate of pay exceeds the schedule.

If the paraprofessional staff member's rate of pay exceeds the schedule amount, the staff member shall receive their regular rate of pay.

- a. Bus Duty \$10.00 per ½ hour
- b. School Safety \$10.00 per ½ hour
- c. Detention \$10.00 per ½ hour

9.8 **TSA Match.** Employees who participate in the District's 403(b) elective deferral program are eligible to receive a matching fund contribution. The EMPLOYER will match up to \$550.00 per year. The matching funds will be paid on the June 30th payroll.

ARTICLE 10. SICK LEAVE.

Arrangements should be made, whenever possible, to conduct personal business outside of the normal work day. If a paraprofessional must miss work it is the responsibility of the employee to personally notify the employee's supervisor in a timely manner of the need and reason for the absence.

10.1 Full-time employees shall earn one (1) day of sick leave, based on an employee's normal work day, for each continuous month of scheduled employment. Earned sick leave may be accumulated to an unlimited amount.

Part-time employees working at least fourteen, but less than thirty (14-30) regularly scheduled hours per week, shall receive five (5) days of sick leave per school year. Sick leave may be used for personal illness, family illness or funeral leave under the conditions established in Articles 10.2, 12 and 13. Sick leave will be allowed to accumulate to an unlimited amount.

10.2 Use of Sick Leave.

10.21 Accumulated sick leave may be used for absences from work necessitated by illness or injury. For compensation purposes, when the use of sick leave is approved, employees will be considered to have worked their normal work day.

10.22 The use of accumulated sick leave in excess of three (3) consecutive work days or the repeated and systematic use of sick leave may require medical verification of the illness or injury at the discretion of the Human Resources Employment Specialist or designee.

10.23 Employees who are ill or injured for a period of time which exceeds their accumulated sick leave may request an unpaid leave of absence in accordance with the provisions of ARTICLE 17 (UNPAID LEAVES OF ABSENCE).

10.24 Misuse of the sick leave benefit shall be just cause for disciplinary action as provided by the provisions of ARTICLE 22 (DISCIPLINE AND DISCHARGE).

10.3 **Notification.** Employees unable to report for their normal work day shall notify their supervisor prior to their scheduled starting time. Employees returning to work from a long-term illness, more than three (3) days, shall notify their supervisor at least one (1) calendar day prior to their scheduled starting time. Employees failing to give such notice may be subject to discipline as provided by ARTICLE 21 (DISCIPLINE AND DISCHARGE).

10.4 **Summer Work.** Paraprofessional staff members who continue their school year position responsibilities into the summer months shall also continue to accrue sick leave and have access to their earned sick leave. Paraprofessional staff members who assume additional positions during the summer months that are different than their school year positions may use up to a maximum of four (4) days accrued sick leave for personal illness.

ARTICLE 11. PARAPROFESSIONAL ASSAULT-BATTERY LEAVE.

11.1 A paraprofessional who is unable to perform duties and responsibilities because of an injury which occurs during the duty day as a result of a student assault-battery shall be guaranteed by the school district the paraprofessional's basic salary schedule daily income without sick leave deduction to a maximum of thirty (30) duty days. Contributions to this pay guarantee may come from the school district, insurance carrier, or any other liable third party.

ARTICLE 12. FAMILY ILLNESS LEAVE.

12.1 Employees may use personal sick leave benefits to provide care because of illness or injury to an employee's family member in accordance with MN Statute 181.9413.

12.2 For compensation purposes, when family illness leave is approved, employees will be considered to have worked their normal workday.

12.3 Additional days of accumulated sick leave may be requested and approved as determined by the Human Resources Employment Specialist, or designee. The EMPLOYER and UNION agree that approval of additional family illness days is at the sole discretion of the Human Resources Employment Specialist or designee and is not subject to the grievance procedures outlined in Article 23 of this agreement.

ARTICLE 13. BEREAVEMENT LEAVE.

13.1 Employees may use up to a maximum of five (5) days of accumulated sick leave for bereavement for a death in the employee's family or the death of a person of significance to the employee.

13.2 For compensation purposes, when funeral leave is approved, employees will be considered to have worked their normal workday.

13.3 Additional days of accumulated sick leave may be approved as determined by the Human Resources Employment Specialist, or designee. The EMPLOYER and UNION agree that approval of additional Bereavement Days is at the sole discretion of the Human Resources Employment Specialist or designee and is not subject to the grievance procedures outlined in Article 23 of this agreement.

ARTICLE 14. PERSONAL LEAVE.

14.1 Full-time employees may use up to a maximum of two (2) days of leave per school year, if necessary, to conduct personal business or to be absent for an event which is important to the employee which can be conducted only during the normal workday. Requests for personal leave shall be made in advance of its use and shall be subject to the approval of the Human Resources Employment Specialist, or designee.

14.11 A full time employee who does not use all of his/her personal leave days during the fiscal year may carry over unused days to a maximum balance of five (5) days.

ARTICLE 15. JURY DUTY LEAVE.

15.1 All employees with regularly scheduled hours called for jury duty shall be compensated for the difference between the jury duty per diem and the employee's basic rate of pay, not to exceed thirty (30) normal working days. Employees not selected for a jury or discharged from a jury, shall report to work if directed by their supervisor.

ARTICLE 16. CHILD CARE LEAVE.

16.1 FMLA and Minnesota Statute 181.941 will be followed.

ARTICLE 17. UNPAID LEAVES OF ABSENCE.

17.1 In the event it is necessary for full-time or part-time employees to be absent from work for a period in excess of five (5) normal working days, for a reason other than those provided by ARTICLES 10, 11, 12, 13, 14, 15, or 16, a written request for an unpaid leave of absence must be made to the Superintendent at least fourteen (14) calendar days prior to the effective date of the requested leave of absence.

17.2 In the event it is necessary for full-time or part-time employees to be absent from work for a period of five (5) normal work days or less, approval for such absence must be received from the employees' supervisor. Such absences shall be considered absences without pay.

17.3 Requested leaves of absence will be granted only when such leave would not affect the educational programs of the EMPLOYER, are recommended by the Superintendent, and are approved by the School Board. The approval of such requests is discretionary with the School Board.

17.4 During an unpaid leave of absence, employees shall earn no compensation or benefits established by this AGREEMENT.

17.5 Paraprofessionals on approved leave of absence established by Article 20 may elect to continue to participate in the hospital-medical and dental insurance program. A paraprofessional electing to participate shall pay the full monthly premium cost for which the paraprofessional is eligible and enrolled. Eligibility will be governed by the contract between the insurance carriers and the Employer.

17.6 Employees who are absent from work without an approved leave of absence will be subject to disciplinary action provided by ARTICLE 22 (DISCIPLINE AND DISCHARGE).

ARTICLE 18. INSURANCE:

18.1 **Hospital-Medical Insurance.** Full-time and part-time employees may participate in the hospital-medical insurance program subject to the conditions established by the contract between the EMPLOYER and an insurance carrier.

18.2 **District Health Insurance Contribution:** Employees electing to participate in the insurance program shall indicate their intent by submitting a payroll deduction authorization to the Human Resources Office. The Employer shall contribute the following sums per month toward the premium cost for employees who are eligible and enrolled in a District approved health insurance program based on the following regularly scheduled hours.

A. The EMPLOYER will contribute an amount equal to 100% of the monthly premium cost of the Low Deductible plan (for both the HOOP and Low Deductible plans and regardless of single or family coverage) in 2017-2018 for full time employees. In 2018-2019 and 2019-2020, the EMPLOYER will contribute an amount equal to the cost of the monthly single premium for full time employees electing either the HOOP or Low Deductible single plans. Full time employees electing HOOP family coverage will receive a monthly contribution equal to 65% of the HOOP family premium cost and full time employees electing Low Deductible family coverage will receive a monthly contribution equal to 55% of the Low Deductible family premium cost. Full-time employees who elect either HOOP or Low Deductible insurance coverage (single or family) shall be eligible to receive an annual VEBA contribution of \$875 in 2017-2018. For 2018-2019 and 2019-2020, employees electing HOOP single or family coverage will receive an annual VEBA contribution of \$1,800 and employees electing Low Deductible single or family coverage will receive an annual VEBA contribution of \$600.

B. Part time employees working 20 or more hours per week but less than 30 hours per week are eligible for 50% of the contributions for medical insurance and VEBA as established for full time employees above.

C. Premium cost in excess of the Employer's contribution established by this Article shall be paid by the individual employee through payroll deduction.

18.3 Employees shall have the right to continue to participate in the group hospital medical insurance program established by this Article pursuant to MN. Statute 471.61. Employees participating shall pay the cost of the single or dependent coverage that is not covered under Article 21.32, whichever is applicable.

18.4 Casual employees shall not be eligible for the hospital-medical insurance benefits established by this Article.

18.5 **Dental Insurance**

The employer will contribute to a maximum \$45.00 for the 2017-2018 school year toward the monthly premium for a single dental insurance plan for which the full-time (30 hours or more per week) employee is eligible and enrolled. In 2018-2019 and 2019-2020, the EMPLOYER will contribute an amount equal to the cost of the monthly single premium amount for employees electing either single or family dental coverage.

An eligible full-time employee may purchase a family dental plan by paying the difference between the single and family premium. Such payments will be made by payroll deduction.

18.6 **Term Life Insurance.**

The Term Life Insurance Program will provide term insurance for eligible full-time employees subject to conditions as agreed upon between the Employer and the insurance carrier.

18.61 The Employer will contribute the full monthly premium cost of the term life insurance program.

18.62 During the first twelve (12) years of continuous employment, the amount of coverage shall be an amount which equals, to the nearest 1,000 dollars, an employee's estimated annual salary income as of September 1 of each work year.

18.63 Beginning with the thirteenth (13th) year of continuous employment and thereafter, the amount of coverage shall be an amount which doubles to the nearest \$1,000 dollars an employee's estimated annual salary income as of September 1 of each work year.

18.64 Acceptance of this benefit is voluntary on the part of the employee. No additional compensation will be made to those who choose not to accept it.

18.7 Long Term Disability.

The long term disability insurance program will provide disability insurance for eligible full-time employees, subject to the conditions agreed upon between the EMPLOYER and the insurance carrier.

18.71 The Employer will contribute the full monthly premium cost of the long term disability program.

18.72 Income for the purposes of long term disability benefits is defined as the monthly income of an employee as of September 1 as established by Article 9.2 of this agreement.

18.73 An income benefit of sixty-six and two-thirds (66-2/3 percent of an employee's normal income will commence following a sixty (60) working day waiting period.

18.74 Employees may elect to use accumulated sick leave at the rate of one-third (1/3) of a day to supplement the long-term disability benefit until accumulated sick leave is exhausted.

18.75 The acceptance of the long term disability insurance program is voluntary on the part of eligible employees; however, no additional compensation will be provided to eligible employees who choose not to participate.

18.8 **Flexible Benefit Plan:** The Employer will offer a flexible benefit plan pursuant to the provisions of Section 125 of the Internal Revenue Code.

ARTICLE 19. HOLIDAYS.

19.1 Full-time employees shall receive six (6) paid holidays. These holidays shall be:

Labor Day	Friday following Thanksgiving Day
Presidents Day	*New Year's Day
Thanksgiving Day	Memorial Day

*In the event school is in session, New Year's Eve Day will be designated as the paid holiday.

19.2 The actual calendar day on which the holidays will be observed shall be established by the Superintendent or designee.

19.3 To qualify for a paid holiday, employees must work their last normal work day before the holiday and the first normal work day following the holiday. For the purposes of this section, employees who are absent from work based on the provisions of ARTICLES 10, 11, 12, 13, 14, 15, 16, or 20 will be considered to have worked their normal work day before or following a holiday.

19.4 Part-time employees shall not be eligible for paid holidays as established by this ARTICLE.

ARTICLE 20. SENIORITY AND LAY-OFF.

20.1 **Seniority Definition.** Seniority shall be defined as the length of continuous service with the EMPLOYER as an employee in a job classification covered by this AGREEMENT.

20.2 **Seniority List.** The EMPLOYER shall maintain a district-wide seniority list of all employees covered by this AGREEMENT. The list will be updated as necessary and posted December 1st of each year. The seniority list shall include the name of the employee, job classification, building assignment and assigned hours of employment of each paraprofessional covered by this AGREEMENT.

20.3 **Termination of Seniority.** An employee's seniority shall terminate when an employee is separated from employment as provided by ARTICLE 21 (SEPARATION).

20.4 **Break in Seniority.** Seniority shall not accrue under the following conditions:

20.41 During the period of suspension as provided by ARTICLE 22 (DISCIPLINE AND DISCHARGE).

20.42 During the period of a lay-off as provided by Section 20.6 of ARTICLE 20 (SENIORITY AND LAY-OFF).

20.43 During the period of an unpaid leave of absence as provided by ARTICLE 17 (UNPAID LEAVE OF ABSENCE), excluding a leave granted for reasons of a long-term injury or illness during which seniority shall accrue.

20.5 **Uses of Seniority.** Seniority shall have application to the following terms and conditions of employment:

20.51 Progression on the Schedule of Hourly Rates as provided by Sections 9.1 and 9.2 of ARTICLE 9 (JOB CLASSIFICATIONS, COMPENSATION, AND VACANCIES).

20.52 The order of layoffs as provided by Section 20.6 of ARTICLE 20 (SENIORITY AND LAY-OFF).

20.53 As one (1) criteria in considering applicants for new positions or vacant positions as provided by ARTICLE 6 (POSTING OF VACANCIES..).

20. 6 **Staff Reduction**

If in the judgment of the employer it is necessary to reduce the work force, employees may be laid off.

20.62 Full-time employees who are laid off as the result of a staff reduction may accept the layoff or choose to replace the least senior person with the same job title. If no full time positions are available, the employee can choose to replace the least senior part time person with the same job title. If the position is eliminated entirely, they may choose to replace the least senior person in the affected employee's classification or the least senior employee in a lower classification provided the employee has more continuous service with the employer and is qualified to perform the available work. If an employee chooses to replace the least senior employee in the affected job classification or the least senior employee in a lower classification the employee must provide written notice to the Human Resources Employment Specialist within five (5) working days of the notice of layoff stating that the employee wishes to exercise such bumping rights. Employees will be notified, by certified mail and email, of a reduction in staff outside the regularly scheduled school year and affected employees shall notify the Human Resources Employment Specialist, by certified mail or email, of the exercise of such bumping rights within fourteen (14) calendar days of the notice of layoff.

In the event an employee is replaced, the employee who is replaced shall have the right to accept layoff or replace the least senior employee in the next lower classification or the least senior employee in a lower classification provided the employee has the ability to perform the job responsibilities. If an employee chooses to replace the least senior employee in the next lower job classification or a lower classification the employee must provide written notice to the Human Resources Employment Specialist within five (5) working days of the notice of layoff stating that the employee wishes to exercise such bumping rights. Employees will be notified, by certified mail and email, of a reduction in staff outside the regularly scheduled school year and shall notify the Human Resources Employment Specialist, by certified mail or email, of the exercise of such bumping rights within fourteen (14) calendar days of the notice of layoff. This process will continue until the least senior employee in Class II is placed on layoff or a senior employee has accepted layoff.

20.621 Part-time employees who are laid off as the result of a staff reduction may accept the layoff or choose to replace the least

senior person with the same job title. If the position is eliminated entirely, they may choose to replace the least senior person in the affected employee's classification or the least senior employee in a lower classification provided the employee has more continuous service with the employer and is qualified to perform the available work. If an employee chooses to replace the least senior employee in the affected job classification or a lower classification the employee must provide written notice to the Human Resources Employment Specialist within five (5) working days of the notice of layoff stating that the employee wishes to exercise such bumping rights. Employees will be notified, by certified mail and email, of a reduction in staff outside the regularly scheduled school year and shall notify the Human Resources Employment Specialist, by certified mail or email, of the exercise of such bumping rights within fourteen (14) calendar days of the notice of layoff.

In the event an employee is replaced, the employee who is replaced shall have the right to accept layoff or replace the least senior employee in the next lower classification or the least senior employee in a lower classification provided the employee has the ability to perform the job responsibilities. If an employee chooses to replace the least senior employee in the next lower job classification or a lower classification the employee must provide written notice to the Human Resources Employment Specialist within five (5) working days of the notice of layoff stating that the employee wishes to exercise such bumping rights. Employees will be notified, by certified mail and email, of a reduction in staff outside the regularly scheduled school year and shall notify the Human Resources Employment Specialist, by certified mail or email, of the exercise of such bumping rights within fourteen (14) calendar days of the notice of layoff.

For the purposes of sections 20.62 and 20.621 the classifications are as follows:

Class II (lowest)	Class III
Class IV	Class V
Class VI (highest)	

- 20.622 **Seniority Lists.** Full-time and Part-time Seniority Lists shall be developed and posted by the EMPLOYER.
- 20.63 Full-time employees on layoff will be recalled, in seniority order, to available positions at or below their previous pay classification for which they are qualified to perform the available work. When placed on layoff, paraprofessionals shall file their name, address, and phone number with

the School District Human Resources Office for the purpose of recall notice. Employees shall notify, in writing, the School District Human Resources Office of any times when an employee may not be available at their normal address to receive a notice of recall. Notice of recall opportunities shall be sent to the senior paraprofessional and it shall be the responsibility of the senior paraprofessional to respond within a fourteen (14) calendar day period if the paraprofessional wishes to be considered for the recall. The Employer shall determine whether the senior employee is qualified for the recall vacancy following receipt of the paraprofessional's statement of interest in the vacant position. Failure to provide a notice of interest in the vacancy, in writing, within the fourteen (14) calendar day period shall constitute waiver on the part of the senior paraprofessional to any further rights of reinstatement and such paraprofessional shall forfeit any future reinstatement rights.

20.631 Part-time employees on layoff will be recalled, in seniority order, to available positions at or below their previous pay classification for which they are qualified to perform the available work. When placed on layoff, paraprofessionals shall file their name, address, and phone number with the School District Human Resources Office. Employees shall notify the School District Human Resources Office of any times when an employee may not be available at their normal address to receive a notice of recall. Notice of recall opportunities shall be sent to the senior paraprofessional and it shall be the responsibility of the senior paraprofessional to respond within a fourteen (14) calendar day period if the paraprofessional wishes to be considered for the recall. The Employer shall determine whether the senior employee is qualified for the recall vacancy following receipt of the paraprofessional's statement of interest in the vacant position. Failure to provide a notice of interest in the vacancy, in writing, within the fourteen (14) calendar day period shall constitute waiver on the part of the senior paraprofessional to any further rights of reinstatement and such paraprofessional shall forfeit any future reinstatement rights.

20.64 **Termination of Rights.** A paraprofessional's seniority rights and reinstatement rights, if any, shall terminate upon the earliest of the following events:

Discharge;

Failure to return at the expiration of an approved leave of absence without evidence of just cause;

Failure to give written notification to the School District of an interest in reinstatement to a position within the timelines prescribed within this Article;

Failure to give written acceptance of a position following a recall offer.

ARTICLE 21. SEPARATION.

21.1 Employees shall be considered to have separated from employment with the EMPLOYER based on the following actions:

21.11 **Resignation.** Employees resigning from employment shall submit written notice at least ten (10) working days prior to the effective date of their resignation.

21.12 **Discharge.** Employees may be discharged from employment as provided by ARTICLE 22 (DISCIPLINE AND DISCHARGE).

21.13 **Absence from Work.** Employees absent from work without an approved absence as provided by ARTICLES 10, 11, 12, 13, 14, 15, 16, or 20 may be discharged as provided by ARTICLE 22 (DISCIPLINE AND DISCHARGE).

21.14 **Inability to Perform Job Duties and Responsibilities.** Employees may be separated for the inability to perform job duties and responsibilities as provided by ARTICLE 6.22 (PROBATIONARY PERIOD).

21.2 Employees reemployed by the EMPLOYER following separation, for reasons established by this ARTICLE, shall be considered original hires.

21.3 Severance.

21.31 Employees who terminate employment will be eligible for severance pay provided the employee has 15/20 years of full time continuous service with the employer or has 15/20 years of part time (minimum 1040 hours per year) continuous service with the employer. Employees shall receive service credit for continuous service earned under the Paraprofessional Collective Bargaining Agreement for the purpose of eligibility of severance benefits as established in this Article. The severance benefit will be calculated as follows:

<u>Year of Employment</u>	<u>Number of Days Pay</u>
15 years	81 days
20 years	111 days

Maximum District Pay Out In One Fiscal Year

\$150,000

For the purpose of this section, a “day’s pay” will be defined as the average of the regularly assigned hours per day during the employee’s years of employment multiplied by the employee’s highest hourly wage. The average of regularly assigned hours will be determined by the highest total hours worked for 15/20 years of district employment.

Employees working 15/20 continuous years of less than full-time employment shall receive a pro-rata part-time severance inducement. The amount will be figured using the average hours per day and the top 15/20 years of regularly scheduled years of employment. Credit for part-time employment will be figured on a percentage of full-time employment (1040 hours).

Employees who resign must have their severance deposited into the VEBA and/or 403(b) account as provided below in 21.32.

- 21.32 The District shall fulfill the Benefit obligation established by 21.31 above, by making payments as to the Employee as follows:

100% contribution to a 403b account on behalf of the Member for the full amount of the Benefit.

Employees terminated "for cause" shall not be eligible for the severance benefit. The severance payment will be made within 60 days of retirement or in January of the year following the retirement date, and will be paid to the employee's estate in case of death.

Notwithstanding any other provisions of this Article, the Employer's maximum severance benefit obligation for members of the bargaining unit shall not exceed \$150,000 in any fiscal year covered by the agreement. In the event applications of eligible employees constitute a liability in excess of the limitations as contained in this section, the amount each employee would be eligible to receive shall be reduced to a proportionate share of the school district's annual liability with the remainder to be paid in the following fiscal year subject to the aggregate maximum.

- 21.33 **Beneficiary.** In the event of the death of an eligible employee prior to the full payment of early retirement inducement benefit, the remaining benefit shall be made to the beneficiary designated by the employee in accordance with 21.3 of this article.

21.34 **Health-Medical Insurance.** Employees who are eligible for the severance inducement benefit as established by this ARTICLE may elect to continue to participate in the hospital-medical and dental insurance programs, as established by Article 18, pursuant to MN.Statute 471.61. Employees electing to participate shall pay the full monthly premium cost of coverage (single or family) for which the employee is eligible and enrolled.

21.4 **Reemployment.** Employees reemployed by the employer following separation shall be considered original hires.

ARTICLE 22. DISCIPLINE AND DISCHARGE.

22.1 The EMPLOYER shall have the right to impose disciplinary actions on employees for just cause.

22.2 Disciplinary actions by the EMPLOYER may include any of the following actions based on the severity of the cause:

- | | |
|----------------------|---------------|
| 1. Oral reprimand | 3. Suspension |
| 2. Written reprimand | 4. Discharge |

22.3 The suspension or discharge of an employee may be processed through the procedures of ARTICLE 23 (GRIEVANCE PROCEDURE), provided that if no appeal is made of such disciplinary action within ten (10) calendar days of its occurrence, this right of appeal is waived.

22.4 The employer has the duty to notify employee of the right to Union Representation prior to all disciplinary, investigative, and/or termination meetings.

ARTICLE 23. GRIEVANCE PROCEDURE.

23.1 A grievance, for the purpose of this ARTICLE, is defined as a dispute or disagreement as to the interpretation or application of the terms and conditions of this AGREEMENT. The following procedure is established for the purpose of resolving such grievances with equity and dispatch.

23.2 It is recognized and accepted by the EMPLOYER and the UNION that the processing of grievances as hereinafter provided is limited by the job duties and responsibilities of the employees and shall therefore be accomplished during working hours only when consistent with employee duties and responsibilities. The Representative involved and a grieving employee shall suffer no loss in pay when a grievance is processed during working hours, provided the Representative and the employee have notified and received the approval of their supervisor to be absent to process a grievance and that such absence would not be detrimental to the educational programs of the EMPLOYER.

23.3 Grievances shall be resolved in conformance with the following procedure.

Step 1. Upon the occurrence of any alleged violation of the AGREEMENT, the employee involved shall attempt to resolve the matter on an informal basis with the employee's immediate supervisor. If the matter is not resolved to the employee's satisfaction by the informal discussion it may be reduced to writing and referred to Step 2 by the UNION. The written grievance shall set forth the nature of the grievance, the facts on which it is based, the alleged section(s) of the AGREEMENT violated, and the relief requested. Any alleged violation of the AGREEMENT not reduced to writing by the UNION within ten (10) calendar days of the first occurrence of the event giving rise to the grievance or within ten (10) calendar days after the employee, through the use of reasonable diligence, should have had knowledge of the first occurrence of the event giving rise to the grievance, shall be considered waived.

Step 2. Within ten (10) calendar days following receipt of a grievance referred from Step 1, the Human Resources Employment Specialist, or designee, shall meet with the UNION Business Representative and attempt to resolve the grievance. Within ten (10) calendar days following this meeting the Human Resources Employment Specialist or designee shall reply in writing to the UNION stating the EMPLOYER's answer concerning the grievance. If, as a result of the written response the grievance remains unresolved, the UNION may refer the grievance to Step 3. Any grievance not referred in writing by the UNION to Step 3 within ten (10) calendar days following receipt of the Human Resources Employment Specialist's answer shall be considered waived.

Step 3. If the grievance remains unresolved, the UNION may within ten (10) calendar days after the response of the Human Resources Employment Specialist or designee, by written notice to the EMPLOYER, request a meeting with the Assistant Superintendent to attempt to resolve the grievance. Within ten (10) calendar days following this meeting the Assistant Superintendent or designee shall reply in writing to the UNION stating the EMPLOYER's answer concerning the grievance. If as a result of the written response the grievance remains unresolved, the UNION may refer the grievance to Step 4. Any grievance not referred in writing by the UNION to Step 4 within ten (10) calendar days following receipt of the Assistant Superintendent's answer shall be considered waived.

Step 4. If the grievance remains unresolved, the UNION may within ten (10) calendar days after the response of the Assistant Superintendent or designee, by written notice to the EMPLOYER, request arbitration of the grievance. The arbitration proceedings shall be conducted by an arbitrator to be selected by mutual agreement of the EMPLOYER and the UNION within ten (10) calendar days after notice has been given. If the parties fail to mutually agree upon an arbitrator within the said ten (10) calendar day period, either party may request

the Public Employment Relations Board to submit a panel of seven (7) arbitrators. Both the EMPLOYER and the UNION shall have the right to strike three (3) names from the panel. The party to strike the first name will be determined by the flip of a coin. The process will be repeated and the remaining person shall be the arbitrator.

23.4 The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this AGREEMENT. The arbitrator shall consider and decide only the specific issue submitted in writing by the EMPLOYER and the UNION, and shall have no authority to make a decision on any other issue not so submitted. The arbitrator shall be without power to make decisions contrary to or inconsistent with or modifying or varying in any way the application of laws, rules, or regulations having the force and effect of law. The arbitrator's decision shall be submitted in writing within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later, unless parties agree to an extension. The decision shall be based solely on the arbitrator's interpretation or application of the express terms of this AGREEMENT and to the facts of the grievance presented. The decision of the arbitrator shall be final and binding on the EMPLOYER, the UNION, and the employees.

23.5 The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the EMPLOYER and the UNION, provided that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record.

23.6 If a grievance is not presented within the time limits set forth above, it shall be considered "waived." If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the EMPLOYER's last answer. If the EMPLOYER does not answer a grievance or an appeal thereof within the specified time limits, the UNION may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual written agreement of the EMPLOYER and the UNION.

ARTICLE 24. SEVERABILITY.

24.1 In the event that any provision(s) of this AGREEMENT is declared by proper legislative, administrative, or judicial authority from whose finding, determination, or decree no appeal is taken, such provision(s) shall be voided. All other provisions shall continue in full force and effect.

24.2 The parties agree to, upon written notice, enter into negotiations to place the voided provisions of the AGREEMENT in compliance with the legislative, administrative, or judicial determination.

ARTICLE 25. WAIVER.

25.1 The EMPLOYER and the UNION acknowledge that during the meeting and negotiating which resulted in this AGREEMENT, each had the right and opportunity to make proposals with respect to any subject concerning the terms and conditions of employment. The agreements and understandings reached by the parties after the exercise of this right are fully and completely set forth in this AGREEMENT.

25.2 Therefore, the EMPLOYER and the UNION for the duration of this AGREEMENT agree that the other party shall not be obligated to meet and negotiate over any term or condition of employment either specifically covered or not specifically covered by this AGREEMENT

25.3 Any and all prior agreements, resolutions, practices, policies, and rules or regulations regarding the terms and conditions of employment, to the extent they are inconsistent with this AGREEMENT, are hereby superseded.

ARTICLE 26. DURATION AND PLEDGE.

26.1 This AGREEMENT shall become effective on July 1st, 2017, provided otherwise herein, and shall remain in effect through June 30th, 2020, and shall continue in effect from year to year thereafter unless changed or terminated in the manner herein provided.

26.2 Either party desiring to change or terminate this AGREEMENT must notify the other in writing at least sixty (60) calendar days prior to the expiration date specified in 27.1 of this Article. When notice is given for the desire to negotiate changes, the nature of such changes shall be specified in the notice. Until a conclusion is reached regarding such changes, the original provisions shall remain in full force and effect. Notice by either party of a desire to terminate this AGREEMENT shall follow the same procedure as a proposed change.

26.3 In consideration of the terms and conditions of employment established by this AGREEMENT and the recognition that the GRIEVANCE PROCEDURE herein established is the means by which grievances concerning its application or interpretation may be peacefully resolved, the parties hereby pledge that during the term of this agreement:

26.31 The UNION and the employees will not engage in, instigate, or condone any concerted action in which employees fail to report for duty, willfully absent themselves from work, stop work, slow down their work, or absent themselves in whole or in part from the full, faithful, and proper performance of their duties of employment.

26.32 The EMPLOYER will not engage in, instigate, or condone any lock-out of employees.

26.4 The provisions of this agreement shall be applied to all paraprofessionals equally without favor for or against any paraprofessional because of race, color, creed, national origin, sex, marital status, age, or because of membership or non-membership in the Union.

The Union and the paraprofessionals covered by this Agreement shall conduct their professional duties and responsibilities in a nondiscriminatory manner as it affects students, other employees of the EMPLOYER, and the general public.

AGREED TO this 15th day of May, 2018, and attested to as the full and complete understanding of the parties for the period of time herein specified by the signatures of the following representatives for the EMPLOYER and the UNION.

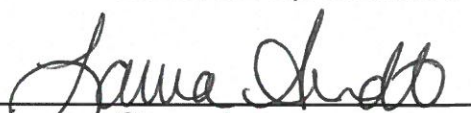
FOR THE EMPLOYER:

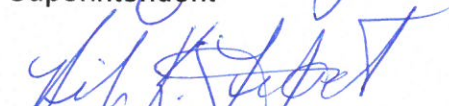
FOR THE UNION



Chair of the Board

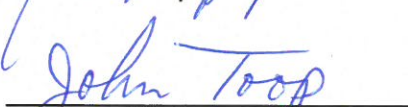

Business Representative

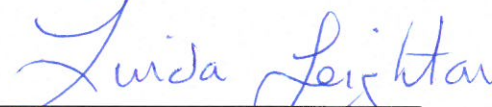

Superintendent

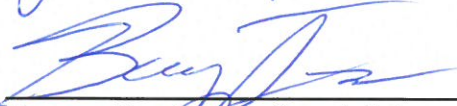

Steward

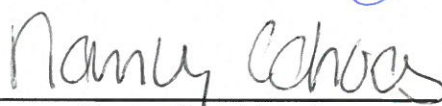

Assistant Superintendent


Steward


Director of Business Services

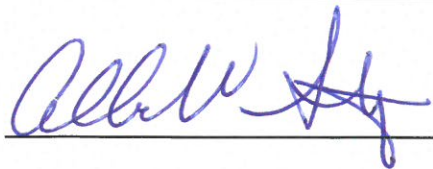

Steward


Human Resources Specialist


Committee Member



Committee Member



Committee Member

Memorandum of Understanding

Staff Training and Development Committee

This Memorandum of Understanding is entered into between the Hopkins Public Schools 270 (hereinafter referred to as the "District") and SEIU Local 284 representing Paraprofessional Employees of Hopkins Public Schools (hereinafter referred to as the "Union") as follows:

The District and Union agree to develop a committee to be represented by Paraprofessionals of the Union's choice and Principals/Managers/Administrators of the District's choice to discuss and develop recommendations for Paraprofessional training and professional development opportunities.

The committee will hold meetings throughout the 2018-2019 school year with the goal of producing recommendations for staff training and development proposals in future contract negotiations.

Memorandum of Understanding

This Memorandum of Understanding is entered into between the Hopkins Public Schools 270 (hereinafter referred to as the “District”) and SEIU Local 284 representing Paraprofessional Employees of Hopkins Public Schools (hereinafter referred to as the “Union”) as follows:

The District and Union agree to implement a checklist during the 2018-2019 school year that will be provided to all new Paraprofessional hires during their Human Resources on-boarding process. This checklist will be taken by the new hire to their worksite to be signed off on by a building administrator verifying the items on the list were completed. This list will be returned to the Human Resources Office for filing in the personnel file.

Memorandum of Understanding

This Memorandum of Understanding is entered into between the Hopkins Public Schools 270 (hereinafter referred to as the “District”) and SEIU Local 284 representing Paraprofessional Employees of Hopkins Public Schools (hereinafter referred to as the “Union”) as follows:

The District and Union agree that full-time employees will be provided fifteen (15) minutes per scheduled work day, for a minimum of two scheduled work days per week, of non-student time to check work-related emails or to perform other preparatory work tasks as assigned by their supervisor. This fifteen (15) minute period may be scheduled during their normally scheduled shift or outside of the normal work day at the discretion of the immediate supervisor. If this time is being used to check work-related emails, a District owned device must be used.

Memorandum of Understanding

This Memorandum of Understanding is entered into between the Hopkins Public Schools 270 (hereinafter referred to as the “District”) and SEIU Local 284 representing Paraprofessional Employees of Hopkins Public Schools (hereinafter referred to as the “Union”) as follows:

The District and Union agree that full time employees electing Low Deductible single or family coverage will be eligible for an additional \$250 VEBA lump sum contribution each year in 2018-2019 and 2019-2020 payable at the end of the fiscal year.