

AGREEMENT

between

SOUTH WASHINGTON COUNTY ISD #833

and

**INTERNATIONAL UNION OF OPERATING ENGINEERS,
LOCAL NO. 70, AFL-CIO**

PARAPROFESSIONALS

July 1, 2020 through June 30, 2022

TABLE OF CONTENTS

ARTICLE 1 – PURPOSE	3
ARTICLE 2 – RECOGNITION OF EXCLUSIVE REPRESENTATIVE	3
ARTICLE 3 – DEFINITIONS	4
ARTICLE 4 – SCHOOL BOARD RIGHTS	4
ARTICLE 5 – EMPLOYEE RIGHTS.....	5
ARTICLE 6 – PROBATIONARY PERIOD	7
ARTICLE 7 – HEALTH AND SAFETY	8
ARTICLE 8 – DISCIPLINE.....	8
ARTICLE 9 – JOB CLASSIFICATION AND WAGES.....	9
ARTICLE 10 – GROUP INSURANCE	13
ARTICLE 11 – PAID ABSENCE LEAVE.....	14
ARTICLE 12 – UNPAID ABSENCE LEAVE	20
ARTICLE 13 – PARENTING LEAVE.....	25
ARTICLE 14 – PAID HOLIDAY	25
ARTICLE 15 – HOURS OF WORK.....	25
ARTICLE 16 – JOB POSTINGS.....	27
ARTICLE 17 – SPECIAL CONDITIONS REGARDING STAFFING FOR EARLY CHILDHOOD FAMILY ED (ECFE), EARLY CHILDHOOD SPECIAL ED (ECSE), SCHOOL READINESS (SR) AND KIDS CLUB (KC)	33
ARTICLE 18 – SENIORITY	34
ARTICLE 19 – GRIEVANCE PROCEDURE.....	35
ARTICLE 20 – SEVERANCE	37
ARTICLE 21 – REDUCTION OF WORK FORCE.....	39
ARTICLE 22 – EDUCATION.....	42
ARTICLE 23 – PUBLIC OBLIGATION.....	42
ARTICLE 24 – DURATION	43

ARTICLE 1 – PURPOSE

Section 1. Parties. THIS AGREEMENT, entered into between the School Board of Independent School District No. 833, Cottage Grove, Minnesota, hereinafter referred to as the School Board, and the International Union of Operating Engineers, Local No. 70, hereinafter referred to as the Union, pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, as amended, hereinafter referred to as the PELRA, provides the terms and conditions of employment for the duration of this Agreement.

ARTICLE 2 – RECOGNITION OF EXCLUSIVE REPRESENTATIVE

Section 1. Recognition. In accordance with the PELRA, the School Board recognizes the International Union of Operating Engineers, Local No. 70, as the exclusive representative for all Paraprofessionals employed by the School Board. The Union shall have those rights and duties as prescribed by the PELRA and as described in the provisions of this Agreement.

Section 2. Appropriate Unit. The Union is recognized as the exclusive representative of all Paraprofessional employees employed by Independent School District No. 833, Cottage Grove, Minnesota, who are public employees within the meaning of Statute 179A.03, Subd. 14, excluding health aides, bus aides, supervisory, confidential and all other employees.

Section 3. Job Classifications. Job classifications agreed by the School Board and the Union to be included within the appropriate unit are as follows:

Program Paraprofessionals: all paraprofessional positions where the primary responsibility is to provide direct academic or other support services to students.

Supervisory Paraprofessionals: all paraprofessional positions where the primary responsibility is to monitor or supervise student conduct and behavior.

Section 4. Disputes. Disputes as to the inclusion or exclusion of a new or modified job classification may be referred to the Bureau of Mediation Services for determination.

ARTICLE 3 – DEFINITIONS

Section 1. Employment Status.

Subd. 1. Full time. The basic work week for full-time employees shall consist of thirty (30) hours or more per week.

Subd. 2. Part time. The basic work week for part-time employees shall consist of less than thirty (30) hours per week.

Subd. 3. Benefit Eligibility. Employees are considered benefit eligible if they work twenty-five (25) hours or more per week.

Subd. 4. Temporary Employee. A new employee who works exclusively in a temporary position (six months or less) shall be considered a temporary employee. This shall not include an existing employee whose work assignment is partially or totally a temporary position.

Subd. 5. Less than 10.5 hours per week employees. Employees who work less than 10.5 hours per week are not subject to the terms and conditions of this agreement.

Terms not defined by this Agreement shall have those meanings as defined by the PELRA.

ARTICLE 4 – SCHOOL BOARD RIGHTS

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

Section 2. Management Responsibilities. The Union recognizes the right and obligation of the School Board to efficiently manage and conduct the operation of the School District within its legal limitations, with its primary obligation being to provide educational opportunity for the students of the school.

Section 3. Effect of Laws, Rules and Regulations. The Union recognizes that all employees covered by this Agreement shall perform the services and duties prescribed by the School Board and shall be governed by the laws of the State of Minnesota, and by reasonable School Board rules, regulations, directives and orders, issued by properly designated officials of the School Board. The Union also recognizes the right, obligation and duty of the School Board and its duly designated officials to promulgate reasonable rules, regulations, directives 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, and recognizes that the School Board, all employees covered by this Agreement, and all provisions of this Agreement are subject to the laws of the State. Any provisions 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 School Board rights and management functions not expressly reserved herein, and all management rights and management functions not expressly delegated in this Agreement are reserved to the School Board.

ARTICLE 5 - EMPLOYEE RIGHTS

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

Section 2. Right to Join. Employees shall have the right to join the Union and shall have the right not to join the Union.

Section 3. Request for Dues Checkoff. Employees shall have the right to request and be allowed dues checkoff for the Union, provided, that dues checkoff and the proceeds thereof shall not be allowed the Union if it has lost its right to dues checkoff pursuant to 179A.06 Subd. 6 of the PELRA. Upon

receipt of a properly executed dues deduction card by the employee involved, the School Board will deduct from the employee's paycheck the dues that the employee has agreed to pay to the Union during the period provided in said authorization. Deductions shall be made monthly and sent to the Union along with a list of names of all employees from whom deductions were made.

Section 4. Indemnification. The Union shall indemnify and hold the School Board harmless against any and all claims, orders or judgments made against the School Board in the administration of Section 3 of this Article.

Section 5. Personnel Files.

Subd. 1. Employees shall have the right to inspect their individual personnel files that are located in Human Resources.

Subd. 2. Employees shall receive a copy of evaluatory materials which are initiated by the School Board or its designee and placed in the employee's individual personnel file.

Section 6. Union Stewards. The Union, upon written notification to the District, may designate employees within a bargaining unit to serve as a steward.

Section 7. Visitation Rights. The Union shall notify the Human Resources Director in writing of the names and business addresses of its representatives and stewards. Such Union representatives and Stewards may, with prior notice to and approval of the Human Resources Director, enter the premises of the School District for the purpose of carrying out the duties and responsibilities of the exclusive representative, provided that such activity does not interfere with the normal performance of job duties by the School District employees.

Section 8. Employee Lists. The District shall advise the Union office in writing of the names and starting dates of all employees added to this bargaining unit. The Union office shall be notified in writing upon the effective date of employment and termination, including all pertinent dates and information, within fourteen (14) calendar days.

ARTICLE 6 – PROBATIONARY PERIOD

Section 1. Initial Probationary Period. All new employees shall serve a ninety (90) working day initial probationary period, during which time the School District shall have the unqualified right to discipline or discharge such employees, and the employee shall have no recourse to the grievance procedure in so far as discipline or discharge are 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 Extension. If the School District feels unusual circumstances exist, the School District may request that the employee's probationary period be extended for up to ninety (90) additional working days. The employee and the Union must agree to any such extension in writing.

Section 3. Regular Employee. Employees who successfully complete the initial probationary period shall be considered to be regular employees and shall be added to the seniority list. Regular employees may be disciplined or discharged only for cause. A regular employee who is disciplined or discharged shall have access to the grievance procedure.

Section 4. Probation Upon Change in Classification. An employee who voluntarily changes job classifications or adds an additional position in a different job classification shall serve a subsequent probationary period of thirty (30) working days with regard to the new position or the additional position only. The subsequent probationary period shall commence on the date the employee permanently assumes the duties of the new position. Upon changing classifications, it is expected that the employer will provide adequate training and orientation as to the new position. During the subsequent probationary period a performance evaluation shall be conducted within the first fifteen (15) working days to share deficiencies in the employee's performance and to outline corrective action. Employees not successfully completing the subsequent probationary period shall be returned to their former position. Vacancies created by an employee not completing a subsequent probationary period will be offered to the next highest qualified bidder on the posting. If the position is not filled by a qualified bidder the position will be re-posted. An employee shall not be required to complete a subsequent probationary period if returning to a former job classification for

which a probationary period has been successfully completed. A regular employee who is affected by actions taken pursuant to this section shall have access to the grievance procedure.

ARTICLE 7 – HEALTH AND SAFETY

Section 1. Bloodborne Pathogens. South Washington County Schools and its employees maintain a strong commitment to safety in the workplace. Paraprofessionals are required to receive training on Blood borne Pathogens/Employee Right To Know Act annually. Employees in some job classifications will receive training on safety issues particular to those classifications.

Section 2. Physicals. Paraprofessionals are required to pass a pre-employment physical screening before entering into employment with South Washington County Schools. Current employees may be required to have a physical examination, at the School Board expense, if it is deemed in the best interest of the District.

ARTICLE 8 – DISCIPLINE

Section 1. The School Board shall have the right to discipline employees for just cause.

Section 2. Disciplinary actions by the School Board shall include only the following:

- A. Oral reprimand
- B. Written reprimand
- C. Suspension
- D. Discharge

Section 3. A written reprimand, suspension, or discharge of an employee may be processed through the procedure of Article 18, provided, that if no appeal is made of such disciplinary action within seven (7) calendar days, this right to appeal is waived.

Section 4. An employee may request to have a Union Steward present in the event of disciplinary action. Notice of disciplinary action other than oral

reprimand shall be in writing stating the reason(s), a copy of which shall be sent to the Union and to the Union Steward(s).

ARTICLE 9 – JOB CLASSIFICATION AND WAGES

Section 1. Employees having a full-time or part-time employment status shall be compensated for all hours worked in accordance with the following Base Hourly Wage Schedule of their job classification and length of continuous service.

<u>Effective</u>	<u>Base Rate</u>
July 1, 2020	\$15.75
March 1, 2021	\$16.22
July 1, 2021	\$16.63

Section 2. Career Incentive.

Subd. 1. In addition to the Base Rate, employees shall receive \$0.15 per hour for each year of service with the School District. Adjustments to the Career Incentive shall be made on July 1.

Subd. 2. Increases on the Career Incentive are not automatic and may be withheld for cause by action of the School Board.

Section 3. Highly Qualified Pay. All Paraprofessionals who have attained “highly qualified” status shall receive additional compensation in the amount of \$0.50 per hour effective July 1, 2016. Employees newly hired into a Program position must meet the Highly Qualified requirements no later than the last day of May in the school year they were hired.

Section 4. Pay Rate Tables.

<u>7/1/2020 - 2/28/2021</u>	Base rate	Longevity	Total Pay Rate without HQ status	Total Pay Rate WITH HQ status
Start	\$15.75	\$0.00	\$15.75	\$16.25
1	\$15.75	\$0.15	\$15.90	\$16.40
2	\$15.75	\$0.30	\$16.05	\$16.55
3	\$15.75	\$0.45	\$16.20	\$16.70
4	\$15.75	\$0.60	\$16.35	\$16.85
5	\$15.75	\$0.75	\$16.50	\$17.00
6	\$15.75	\$0.90	\$16.65	\$17.15
7	\$15.75	\$1.05	\$16.80	\$17.30
8	\$15.75	\$1.20	\$16.95	\$17.45
9	\$15.75	\$1.35	\$17.10	\$17.60
10	\$15.75	\$1.50	\$17.25	\$17.75
11	\$15.75	\$1.65	\$17.40	\$17.90
12	\$15.75	\$1.80	\$17.55	\$18.05
13	\$15.75	\$1.95	\$17.70	\$18.20
14	\$15.75	\$2.10	\$17.85	\$18.35
15	\$15.75	\$2.25	\$18.00	\$18.50
16	\$15.75	\$2.40	\$18.15	\$18.65
17	\$15.75	\$2.55	\$18.30	\$18.80
18	\$15.75	\$2.70	\$18.45	\$18.95
19	\$15.75	\$2.85	\$18.60	\$19.10
20	\$15.75	\$3.00	\$18.75	\$19.25
21	\$15.75	\$3.15	\$18.90	\$19.40
22	\$15.75	\$3.30	\$19.05	\$19.55
23	\$15.75	\$3.45	\$19.20	\$19.70
24	\$15.75	\$3.60	\$19.35	\$19.85
25	\$15.75	\$3.75	\$19.50	\$20.00
26	\$15.75	\$3.90	\$19.65	\$20.15
27	\$15.75	\$4.05	\$19.80	\$20.30
28	\$15.75	\$4.20	\$19.95	\$20.45
29	\$15.75	\$4.35	\$20.10	\$20.60
30	\$15.75	\$4.50	\$20.25	\$20.75
31	\$15.75	\$4.65	\$20.40	\$20.90
32	\$15.75	\$4.80	\$20.55	\$21.05
33	\$15.75	\$4.95	\$20.70	\$21.20
34	\$15.75	\$5.10	\$20.85	\$21.35
35	\$15.75	\$5.25	\$21.00	\$21.50

<u>3/1/2021 - 6/30/2021</u>	Base rate	Longevity	Total Pay Rate without HQ status	Total Pay Rate WITH HQ status
Start	\$16.22	\$0.00	\$16.22	\$16.72
1	\$16.22	\$0.15	\$16.37	\$16.87
2	\$16.22	\$0.30	\$16.52	\$17.02
3	\$16.22	\$0.45	\$16.67	\$17.17
4	\$16.22	\$0.60	\$16.82	\$17.32
5	\$16.22	\$0.75	\$16.97	\$17.47
6	\$16.22	\$0.90	\$17.12	\$17.62
7	\$16.22	\$1.05	\$17.27	\$17.77
8	\$16.22	\$1.20	\$17.42	\$17.92
9	\$16.22	\$1.35	\$17.57	\$18.07
10	\$16.22	\$1.50	\$17.72	\$18.22
11	\$16.22	\$1.65	\$17.87	\$18.37
12	\$16.22	\$1.80	\$18.02	\$18.52
13	\$16.22	\$1.95	\$18.17	\$18.67
14	\$16.22	\$2.10	\$18.32	\$18.82
15	\$16.22	\$2.25	\$18.47	\$18.97
16	\$16.22	\$2.40	\$18.62	\$19.12
17	\$16.22	\$2.55	\$18.77	\$19.27
18	\$16.22	\$2.70	\$18.92	\$19.42
19	\$16.22	\$2.85	\$19.07	\$19.57
20	\$16.22	\$3.00	\$19.22	\$19.72
21	\$16.22	\$3.15	\$19.37	\$19.87
22	\$16.22	\$3.30	\$19.52	\$20.02
23	\$16.22	\$3.45	\$19.67	\$20.17
24	\$16.22	\$3.60	\$19.82	\$20.32
25	\$16.22	\$3.75	\$19.97	\$20.47
26	\$16.22	\$3.90	\$20.12	\$20.62
27	\$16.22	\$4.05	\$20.27	\$20.77
28	\$16.22	\$4.20	\$20.42	\$20.92
29	\$16.22	\$4.35	\$20.57	\$21.07
30	\$16.22	\$4.50	\$20.72	\$21.22
31	\$16.22	\$4.65	\$20.87	\$21.37
32	\$16.22	\$4.80	\$21.02	\$21.52
33	\$16.22	\$4.95	\$21.17	\$21.67
34	\$16.22	\$5.10	\$21.32	\$21.82
35	\$16.22	\$5.25	\$21.47	\$21.97

<u>7/1/2021 - 6/30/2022</u>	Base rate	Longevity	Total Pay Rate without HQ status	Total Pay Rate WITH HQ status
start	\$16.63	\$0.00	\$16.63	\$17.13
1	\$16.63	\$0.15	\$16.78	\$17.28
2	\$16.63	\$0.30	\$16.93	\$17.43
3	\$16.63	\$0.45	\$17.08	\$17.58
4	\$16.63	\$0.60	\$17.23	\$17.73
5	\$16.63	\$0.75	\$17.38	\$17.88
6	\$16.63	\$0.90	\$17.53	\$18.03
7	\$16.63	\$1.05	\$17.68	\$18.18
8	\$16.63	\$1.20	\$17.83	\$18.33
9	\$16.63	\$1.35	\$17.98	\$18.48
10	\$16.63	\$1.50	\$18.13	\$18.63
11	\$16.63	\$1.65	\$18.28	\$18.78
12	\$16.63	\$1.80	\$18.43	\$18.93
13	\$16.63	\$1.95	\$18.58	\$19.08
14	\$16.63	\$2.10	\$18.73	\$19.23
15	\$16.63	\$2.25	\$18.88	\$19.38
16	\$16.63	\$2.40	\$19.03	\$19.53
17	\$16.63	\$2.55	\$19.18	\$19.68
18	\$16.63	\$2.70	\$19.33	\$19.83
19	\$16.63	\$2.85	\$19.48	\$19.98
20	\$16.63	\$3.00	\$19.63	\$20.13
21	\$16.63	\$3.15	\$19.78	\$20.28
22	\$16.63	\$3.30	\$19.93	\$20.43
23	\$16.63	\$3.45	\$20.08	\$20.58
24	\$16.63	\$3.60	\$20.23	\$20.73
25	\$16.63	\$3.75	\$20.38	\$20.88
26	\$16.63	\$3.90	\$20.53	\$21.03
27	\$16.63	\$4.05	\$20.68	\$21.18
28	\$16.63	\$4.20	\$20.83	\$21.33
29	\$16.63	\$4.35	\$20.98	\$21.48
30	\$16.63	\$4.50	\$21.13	\$21.63
31	\$16.63	\$4.65	\$21.28	\$21.78
32	\$16.63	\$4.80	\$21.43	\$21.93
33	\$16.63	\$4.95	\$21.58	\$22.08
34	\$16.63	\$5.10	\$21.73	\$22.23
35	\$16.63	\$5.25	\$21.88	\$22.38

Section 5. Mileage. Employees who are required by the School Board or its designee to use their personal vehicle in the performance of assigned duties and responsibilities shall be compensated for mileage at a per mile rate established by the School Board, but not less than the IRS rate.

Section 6. Pay-Day. Pay days will be on the 15th and 30th of each month, or the Friday before if those days fall on a weekend day.

Section 7. New Job Classification.

Subd. 1. In the event the School Board determines to establish a new job classification, the Union shall be notified in writing of such intent.

Subd. 2. The Union shall have the right to negotiate the wage rate for newly created job classifications which are within the bargaining unit.

ARTICLE 10 - GROUP INSURANCE

Section 1. Insurance. Eligible employees, not to include temporary employees as defined in Article 3, Section 1, Subd. 3, may enroll in the group insurance plans of the School District.

Health Insurance monthly premium contributions provided by District 833							
<i>Contributions are effective January 1 - December 31 of identified years below</i>							
Coverage Options	Single Coverage			Coverage Options	Family Coverage		
	2020	2021	2022		2020	2021	2022
\$25 Co-Pay	\$150.00	\$150.00	\$150.00	\$25 Co-Pay	\$250.00	\$250.00	\$250.00
\$15 Co-Pay	\$150.00	\$150.00	\$150.00	\$15 Co-Pay	\$250.00	\$250.00	\$250.00
High Deductible	\$530.03	\$540.63	\$551.44	High Deductible	\$530.00	\$540.60	\$551.41

** High Deductible plan in both options will receive 102.21 mthly/\$1226.52 annually toward a VEBA Contribution*

Subd. 1. Involuntary Change in Status. Any employee covered under this agreement, who starts the first day of the school year at 25 hours a week and is enrolled in group health insurance and whose hours are involuntarily reduced to between 20 and 24.75 hours, shall have the

option of continuing to participate in the group health insurance until the last day of the school year.

Subd. 2. VEBA. Employees enrolled in the High Deductible Insurance Plan single or family, are eligible for the negotiated District VEBA contribution. The plan year shall run January 1 through December 31. Any employees enrolling in the VEBA plan with an effective date other than the first day of the plan year would have their contribution prorated on a per pay period basis. Upon separation, an employee would retain what is in the employee's account. Any balances in employee accounts will roll over into the next plan year.

Section 2. Long Term Disability Insurance. The School Board shall provide group long term disability insurance for all eligible full-time employees, employed thirty (30) hours or more per week. The employees shall be required to participate in the School Board group long term disability insurance program, at the employee's expense.

Section 3. Duration of Insurance. Upon termination of employment of benefit eligible employees, medical, dental and life coverage continues to the end of the month in which termination occurs. Disability and flex coverage terminates on the last worked. Upon termination of employment, full time and part time employees shall have such rights of conversion or continuation of coverage as provided by law or the insurance contracts.

ARTICLE 11 – PAID ABSENCE LEAVE

Section 1. Rate of Accumulation. Full-time employees shall be credited with fifteen (15) days of paid absence leave as of July 1 of each school year. Part-time employees shall be credited with one (1) hour of paid absence leave for every twenty (20) hours worked, as of July 1 of each school year.

Subd. 1. Employees hired other than on July 1 shall be credited with a prorated amount of paid absence leave.

Subd. 2. Employees who terminate employment prior to the completion of a school year who have exhausted their paid absence leave, shall reimburse the School Board for paid absence leave used in excess of the

prorated portion of leave earned based upon the number of days worked to the total work year.

Section 2. Maximum Accumulation. Unused paid absence leave shall accumulate to an unlimited amount.

Section 3. Uses of Paid Absence Leave. Paid absence requests shall be considered for approval only upon submission of a request by following procedures set forth by the School Board.

Subd. 1. Absences Because of Illness or Injury to the Employee.

- A. Employees shall have the personal responsibility to notify the Supervisor of an intended absence a reasonable time prior to the start of their basic work day.
- B. Employees who are unable to perform work duties and responsibilities because of personal illness, injury or temporary disability shall enter their absence into the substitute portal system (currently AESOP) as soon as possible prior to the start of the employee's basic work day.
- C. Approval of a requested paid absence leave due to personal illness or injury is, in all cases, subject to the approval of the Supervisor.
- D. Prior to the final approval of paid absence, the Human Resources Director shall have the right to require an employee to furnish medical evidence from the school health officer or a qualified physician, indicating such absence was due to personal illness or injury.
- E. Approved paid absences due to personal illness or injury shall be deducted from the employee's accumulated paid absence leave.

Subd. 2. Absences Because of Illness or Injury in the Employee's Family. (Subdivisions 2A through 2E apply to employees whom have not worked for the district the previous 12 months).

- A. In the event of an illness or injury in an employee's family, for which other care cannot be arranged, an employee may be granted paid absence leave to be deducted from accumulated paid absence leave.
- B. Approval of a request for paid absence leave due to family illness or injury and the duration of the paid absence is, in all cases, subject to the approval of the Supervisor.
- C. Family, for the purposes of this Subdivision shall be defined as the employee's spouse, child, mother, father, mother-in-law, father-in-law, brother, sister, son-in-law, daughter-in-law and household member.
- D. Prior to final approval of the paid absence, the Human Resources Director shall have the right to require an employee to furnish medical evidence from the school health officer or a qualified physician, indicating such absence was due to family illness or injury.
- E. Approved paid absence due to a family illness or injury shall be deducted from the employee's accumulated paid absence.

(Subds 2F-2H apply to employees who have worked 12 months or more and meet the eligibility criteria.)

- F. In the event of an illness or injury in the employees' family for which other care cannot be arranged, an employee may be granted paid absence leave to be deducted from accumulated paid absence leave.
- G. Approval of a request for Paid Absence Leave due to family illness or injury and the duration of the paid absence leave in all cases, is subject to the approval of the supervisor.
- H. Family members and eligibility are defined per applicable federal and state statutes and shall include household members.

Subd. 3 Absences Because of Bereavement in the Employee's Family

- A. In the event an employee experiences the death of a family member, household member or friend, employee may be granted, to a maximum of three (3) days of paid absence leave per death to be deducted from accumulated paid absence leave though these three days need not be consecutive.
- B. Approval of a request for paid absence leave due to death, and the duration of the paid absence, is in all cases, subject to the discretion of the Supervisor.
- C. An additional two (2) days of paid absence leave may be approved by the Supervisor in unusual circumstances where travel or funeral arrangements are involved.
- D. Approval of a request for paid absence leave due to a death in an employee's family shall be deducted from the employee's accumulated paid absence leave.

Subd. 4. Absences Because of an Injury on Duty.

- A. Upon the request of an employee who is absent from work as a result of a compensable injury as covered under the provisions of the Worker's Compensation Act, the School Board will pay the difference between the compensation benefits received by the employee and the employee's daily rate of pay to the extent of the employee's accumulated paid absence leave.
- B. Such difference shall be paid by the School Board to the employee only for the period of disability or until the employee's accumulated paid absence leave is exhausted.
- C. The deduction from the employee's accumulated paid absence leave shall be an amount necessary to equal the difference between the Worker's Compensation benefits and the employee's daily rate of pay.

Subd. 5. Absences Because of Jury Duty Service. In the event an employee is called to serve on a jury, the District will supplement the difference between jury fees and the employee's daily rate of pay for each day of absence. Such difference shall be paid by the District to the employee only for the period of jury duty. Upon return from jury obligation, the employee will be made whole in all respects. No deductions will be taken from Paid Absence Leave.

Subd. 6. Absences Because of Personal Leave

A. In the event it is necessary for a full-time employee to be absent for personal reasons, a full-time employee may be granted three (3) days of paid absence leave per work year, to be scheduled at the discretion of the Supervisor. These days may be used with no reason indicated. Full time employees may roll over no more than two (2) personal days from one school year to the next. Personal Leave balance cannot exceed more than five (5) personal days at one time. Employees cannot use more than five (5) Personal Days consecutively. Approved paid absence due to personal leave shall be deducted from the employee's accumulated paid absence leave.

B. In the event it is necessary for a part-time employee to be absent for personal reasons, a part-time employee may be granted two (2) Personal days of paid absence leave per work year, to be scheduled at the discretion of the Supervisor. These days may be used with no reason indicated. Approved paid absence due to personal leave shall be deducted from the employee's accumulated paid absence leave.

C. Part time employees may roll over up to one Personal Day from one school year to the next. Personal Leave balance cannot exceed more than three (3) Personal Days at one time. Approved paid absence due to personal leave shall be deducted from the employee's accumulated paid absence leave. (See Article 12, Section 1-, Subdivision 1- Daily Unpaid Absences)

D. Requests for personal business leave shall be made in writing at least seven (7) calendar days in advance to the Supervisor, except in the event of an emergency, and shall be subject to the approval of the Supervisor.

Subd. 7. School Conference Leave. In accordance with Minnesota Statute 181.9412, the Employer will grant a full-time employee leave up to a total of sixteen (16) hours during any school year to attend conferences or classroom activities related to the employee's child, providing such activities cannot be scheduled during non-work hours. The employer will grant part-time employees who work fifteen (15) hours or more per week the equivalent of up to a total of 2 work days during any school year to attend conferences or classroom activities related to the employee's child, providing such activities cannot be scheduled during non-work hours. Requests for School Conference Leave shall be made in writing at least seven (7) calendar days in advance to the Supervisor, except in the event of an emergency. School Conference and Classroom Activities will apply only to students in grades Kindergarten through 12.

Subd. 8. Adoption/Foster PAL. Full time, benefit eligible and part time employees with accrued Paid Absence Leave will be granted up to six (6) weeks leave for adoption of a child. The period of time shall, at the direction of the adoptive parent, begin before or at the time of, the child's placement in the adoptive parent's home, for the purpose of arranging for placement or caring for the child after placement. Additional days may be requested, subject to the approval of the Director of Human Resources, on a case by case basis. Approved paid absences for purposes of adoption shall be deducted from the employee's Paid Absence Leave.

Employees shall be granted up to ten (10) days of Paid Absence Leave per school year for the placement of a foster child. Additional days may be requested, subject to the approval of the Director of Human Resources, on a case by case basis. Approved paid absences for the purposes of foster placement shall be deducted from the employee's Paid Absence Leave.

Section 4. Compensation During Paid Absence. Employees who have the approval of the Supervisor for a paid absence, established by Section 3, shall be compensated at their daily rate of pay for each basic work day of absence.

Subd. 1. The paid absence compensation shall not exceed the employee's daily rate of pay.

Subd. 2. Paid absence leave compensation shall cease when an employee's paid absence leave accumulation is exhausted.

Section 5. Separation from Employment. Upon termination of employment, accumulated paid absence leave shall be waived unless employee qualifies for severance.

ARTICLE 12 - UNPAID ABSENCE LEAVE

Section 1. Daily Unpaid Absences.

Subd. 1. In the event it is necessary for a part-time employee to be absent to conduct personal business which cannot be attended to outside of the employee's basic work day, a part-time employee may be granted two (2) days of unpaid absence leave per work year, to be scheduled at the discretion of the Supervisor. These days may be used with no reason indicated.

Subd. 2. Additional days may be granted at the discretion of the school district.

Subd. 3. Requests for Daily Unpaid Absences shall be made by following procedures set forth by the School Board, at least seven (7) calendar days in advance to the Supervisor, except in the event of an emergency, and shall be subject to the approval of the Supervisor.

Section 2. Short Term Unpaid Leave of Absence. A Short Term Unpaid Leave of Absence will be defined as less than 6 months and may be granted by the School Board, at its discretion.

Subd. 1. Request for a Short Term Unpaid Leave of Absence. A request for a Short Term Unpaid Leave of Absence shall be submitted by following procedures set forth by the School Board with appropriate supporting documentation and/or information, and will be approved or denied on an individual basis.

Subd. 2. Supervisor Denial of Request for a Short Term Unpaid Leave of Absence. Should the employee's immediate supervisor deny the request for a Short Term Unpaid Leave of Absence, the employee retains the right to submit the request in writing as stated in Subd. 1 to Superintendent or designee.

Subd. 3. Filling Vacancy. In the event the leave is approved, the position may be filled with a short-term substitute, or the position may be posted as a temporary vacancy.

Subd. 4. Effects of Layoff. If during the leave the Employer implements a layoff and the employee would have lost a position had the employee not been on a leave pursuant to the contract, the employee is not entitled to reinstatement in the former position. In such circumstances, the employee retains all rights under layoff and recall under this contract as if the employee had not taken the leave.

Subd. 5. Notice to Employer. An employee returning from an approved unpaid leave of absence that extends through the end of a school year must notify Human Resources in writing by July 1st following the school year in which the approved unpaid leave of absence concluded.

Subd. 6. Return from Unpaid Leave of Absence.

- A. An employee returning from a Short Term Unpaid Leave of Absence shall return to work in the same position, hours and location, and at the same rate of pay the employee would have been at had the employee not been on leave including any negotiated increase in the base rate.
- B. The employee on a Short Term Unpaid Leave of Absence shall retain accrued pre-leave benefits including seniority and the ability to earn seniority credit during the short term leave.
- C. If an employee desires to return to work early from an approved Short Term Unpaid Leave of Absence, they may consult with the Director of Human Resources or designee regarding the ending date of the unpaid leave. The Director of Human Resources may make moderate adjustments in the ending date in accordance with the needs of the School District. An early return from an

unpaid leave does not necessarily guarantee an automatic early return to the employee's former position. However, at the expiration of the original agreed upon return date, the employee would retain rights to their former position.

Subd. 7. Extension of Short Term Unpaid Leave of Absence. Should circumstances prohibit the employee from returning from the Short Term Unpaid Leave of Absence of less than six months, the employee may apply for an extension of the leave of absence in accordance with the process outlined in Section 2. It is understood that the employee's former position would no longer be held for the employee but would be re-posted at this time as a permanent position. Upon returning from leave, the employee must bid into vacant positions for which they are qualified. This bid would not be considered a mandatory bid and would not restrict the employee from bidding again during the current school year.

Subd. 8. Notice to Employer.

- A. An employee returning from an approved extended unpaid leave of absence must notify Human Resources in writing at least two (2) weeks prior to return from leave.
- B. An employee returning from an approved extended unpaid leave of absence that extends through the end of a school year must notify Human Resources in writing by July 1st following the school year in which the approved unpaid leave of absence concluded.

Subd. 9 Seniority Standing on Unpaid Leave. An employee on unpaid leave of absence for six (6) calendar months or less will be credited with all seniority. Employees who take an unpaid leave of absence for other than medical reasons for more than six (6) calendar months will have their seniority frozen for the next six (6) calendar months. After twelve (12) calendar months, the employee will lose all previously earned seniority credit.

Section 3. Unpaid Medical Leave of Absence. Employees who have exhausted earned paid absence leave, may request an Unpaid Medical Leave of Absence not to exceed six (6) calendar months.

Subd. 1. Request for an Unpaid Medical Leave of Absence. A request for an Unpaid Medical Leave of Absence shall be submitted by following procedures set forth by the School Board and/or the Leave of Absence Request Form (if 11 days or more) with appropriate supporting documentation and information and will be approved or denied on an individual basis.

Subd. 2. Supervisor Denial of Request for an Unpaid Medical Leave of Absence. Should the employee's immediate supervisor deny the request for an Unpaid Medical Leave of Absence, the employee retains the right to submit the request in writing as stated in Subd. 1, to Superintendent or designee.

Subd. 3. Filling Vacancy. In the event the leave is approved, the position may be filled with a short-term substitute, or the position will be posted as a temporary vacancy. The employee may be entitled to return to employment in the employees' former position including same number of hours, pay and location.

Subd. 4. Effects of Layoff. If during the leave the Employer experiences a layoff and the employee would have lost a position had the employee not been on a leave pursuant to the contract, the employee is not entitled to reinstatement in the former position. In such circumstances, the employee retains all rights under layoff and recall under this contract as if the employee had not taken the leave.

Subd. 5. Notice to Employer.

- A. An employee returning from an Unpaid Medical Leave of Absence must notify Human Resources at least two (2) weeks prior to return from leave and must provide medical documentation evidencing ability to return to work.
- B. An employee returning from an approved unpaid medical leave of absence that extends through the end of a school year must notify Human Resources in writing by July 1st following the school year in which the approved unpaid leave of absence concluded and

must provide medical documentation evidencing ability to return to work.

Subd. 6. Return from Unpaid Medical Leave of Absence.

- A. An employee returning from an Unpaid Medical Leave of Absence shall return to work at the same rate of pay they had been receiving when the leave commenced, plus any negotiated increase in the base rate.
- B. The employee on an Unpaid Medical Leave of Absence shall retain accrued pre-leave benefits including seniority. The employee shall accrue additional seniority while on leave.
- C. If an employee desires to return to work early from an approved Medical Unpaid Leave of Absence, they may consult with the Director of Human Resources or designee regarding the ending date of the unpaid leave. The Director of Human Resources may make moderate adjustments in the ending date in accordance with the needs of the School District. An early return from an unpaid leave does not necessarily guarantee an automatic early return to the employees' former position. However, at the expiration of the original agreed upon return date, the employee would retain rights to their former position.

Subd. 7. Extension of an Unpaid Medical Leave of Absence. Should circumstances prohibit the employee from returning after six months from the Unpaid Medical Leave of Absence, the employee may apply for an extension of the leave of absence. It is understood that the employees' former position would no longer be held for the employee but would be re-posted at this time as a permanent position. The employee would retain all other rights as stated above and would have the right to return to a position of like number of hours and pay in accordance with Article 20, Section 2, Subd. 2.

Subd. 8. Seniority Standing on Unpaid Medical Leave. An employee on unpaid medical leave will be credited with full seniority earnings, regardless of the time of leave.

Section 4. Failure to return from Unpaid Leave of Absences. Employees not returning to work at the expiration of their Unpaid Leave of Absence shall be considered to have resigned.

ARTICLE 13 - PARENTING LEAVE

Section 1. Parental Leave will be determined by State and Federal Statutes and Laws.

ARTICLE 14 - PAID HOLIDAY

Section 1. Holiday. All employees in the paraprofessional bargaining unit shall receive Thanksgiving Day as a paid holiday.

ARTICLE 15 - HOURS OF WORK

Section 1. Part-Time and Temporary Employees. The School Board reserves the right to employ and schedule work for part-time and temporary employees as it deems necessary. The School Board agrees, however, to first give current qualified employees at each school the opportunity to work more hours (up to forty (40) hours per week) when schedules permit.

Section 2. Overtime.

Subd. 1. Overtime shall be defined as hours assigned and worked in excess of forty (40) hours per week.

Subd. 2. All hours assigned and worked in excess of forty (40) hours per week shall be compensated at the rate of one and one-half (1-1/2) times an employee's Basic Hourly wage.

Section 3. Site Teams. Paraprofessionals who serve on site teams will be compensated at their current rate of pay provided this additional work performed does not result in the paraprofessional exceeding forty-hours of work per week.

Section 4. Call-Back.

Subd. 1. The School Board reserves the right to call back employees prior to the start of the basic work day, after completion of the basic work day, or on an employee's scheduled day(s) off.

Subd. 2. Employees called back to work shall receive a minimum of two (2) hours at the overtime rate.

Section 5. Rest Periods. An employee with an assignment of at least four (4) hours will be given a fifteen (15) minute rest period for each three (3) hours worked, with no more than two (2) breaks in an eight (8) hour day.

Section 6. Lunch Periods.

Subd. 1. Employees who work in a specific position for six (6) hours per day or more shall be given a thirty (30) minute duty-free unpaid lunch.

Subd. 2. If circumstances arise that prohibit an employee from taking a duty-free lunch on a specific day (e.g.) field trip), the employee shall be paid for their lunch period that day.

Section 7. School Closings. If school is closed for any reason, employees may choose one of the following three options; 1) employee may use Emergency Closing Day leaves/hours, available personal business leave, 2) employee may take the time without pay, 3) employee shall be allowed to make up any lost time. Make up time must be scheduled with the building principal or supervisor. Employees who are paid on a voucher basis and who select to make up the lost time will be paid at the time the make-up work is performed. Employees must notify the building principal or supervisor of their selected option within five working days of the date on which school was closed.

Section 8. Flexible Learning Days (or E-Learning): Employees work remotely (professional development, assisting students). The District may declare a District-wide flexible learning day(s), which consists of an extension of classroom instructional support with a reasonable amount of time for para/student interaction during the day(s) as well as professional development opportunities.

Section 9. Lunch Room/Recess. No paraprofessional will be required to work alone while doing a lunch room or recess position. Acceptable assistance will include other para-professionals, school administrators, teachers or vetted adult volunteers.

ARTICLE 16 - JOB POSTINGS

Section 1. Bidding

Subd. 1. Round Bidding - Seniority bidding will take place electronically in early May each year for the upcoming school year. Bidding will take place in the form of Round 1 and Round 2 and all available positions will be posted.

Subd. 2. Bargaining Unit Employees currently working in the same classification as the opening shall have the first opportunity to fill the vacancy. The employee who bids for the position with the most unit seniority will be given the position, provided the employee is qualified.

Subd. 3. A summary of positions will be emailed to all Bargaining Unit Employees the Friday prior to the positions being available for bidding. Positions will be posted the following Monday and will be available for bidding for three (3) work days. There will be three (3) to five (5) work days between Round 1 and Round 2.

Subd. 4. All Bargaining Unit Employees who have successfully completed their initial probationary period and who do not have a written reprimand or higher disciplinary action in their file within the past 12 months, and/or who are not on a current Plan of Assistance or Job Targets, are eligible to submit a bid electronically. The bid must be submitted by the deadline contained in the job posting.

Subd 5. In order to be eligible to bid on Program-Classified positions, the Bargaining Unit Employee must meet the district's Highly Qualified requirement as well as the requirements outlined in the above paragraph. The Bargaining Unit Employee is not required to be Highly Qualified if bidding on Supervisory-Classified positions.

Subd 6. In the event an employee successfully bids in Round 1 or Round 2 on a position for the following year but finds the job incompatible or substantially different than the one posted, they will have three (3) days after starting the position to notify Human Resources that they will be interviewing for other positions. They will remain in the awarded position until they secure a new position. Once a new position is awarded and they have transitioned into it, they must stay in the new position through the remainder of the school year.

Subd 7. In the event that an employee in a Program-Classified position has their position eliminated and has not yet met the Highly Qualified requirement, they are allowed to bid on Program-Classified positions.

Subd 8. All Bargaining Unit Employees are eligible to bid on summer-only positions.

Subd 9. An employee who voluntarily changes job classifications shall be subject to a thirty (30) day subsequent probationary period as outlined in Article 6.

Section 2. – Application Process

Subd. 1. The District will post all new or vacant positions that become available after Round 1 and Round 2, (unless the duration of the position is less than 31 calendar days), internally and externally simultaneously for six (6) calendar days.

Subd 2. Postings will include classifications and job titles, a description of work and primary assignment, number of hours, start and end date (if applicable) and necessary qualifications. Start and end times of posting should state “flexible” or “approximate” if a school is willing to accommodate a bidder’s schedule or if a student’s schedule is not set. Otherwise start and end times should remain as posted.

Subd. 3. If personal care (i.e., toileting, diapering, feeding, physical therapy, medicating) is to be a part of a person’s job description, it must state so on the posting. (See General Principles for Toileting Students Requiring Assistance located on the Hot Spot under Human Resources/Employee Information/Other Forms and Procedures.)

Subd. 4. If there are internal candidates, the Administrator must offer an interview at least three (3) internal candidates. If there are less than three (3) internal candidates, then all internal candidates must be offered an interview. Awarding of the vacant/open positions via the interview process is at the sole discretion of the Administrator. Exceptions to this procedure would include a para interviewed at a specific building or a specific program who is not hired and applies again for the same job title at the same building/program within three months. This para does not have to be re-interviewed.

Subd. 5. Employees may interview for as many positions as they like, provided they have not changed positions via the interview process during the school year. Once a position is offered and accepted, the employee will have a three (3) working day trial period. Within the three (3) day trial period, the employee may voluntarily return to their previous position without loss of seniority if they find the job incompatible or substantially different than the one posted. After the fourth (4th) day in the position, the employee must remain in the position for the rest of the school year.

Subd. 6. If an employee interviews and is granted a position over the summer non-school days, and they find the job incompatible or substantially different than the one posted when they begin in the fall, they will have three (3) days to notify Human Resources that they will be interviewing for other positions. They will remain in the awarded position until they secure a new position. Once a new position is awarded and they have transitioned into it, they must stay in the new position through the remainder of the school year.

Section 3. Bidding Limits.

Subd. 1. Bargaining Unit employees may successfully apply for a new or vacant position and drop their current position only one time in a school year unless:

The employee can improve the number of hours they work by five (5) or more per week; or

The employee is bidding from a temporary position to a permanent position, regardless of the number of hours. If an employee is awarded a permanent position with the same or lesser number of hours than the temporary position, the District could choose to move that employee to the permanent position immediately and fill the temporary position or keep the employee in the temporary position until the temporary position end date and have the permanent position filled with a substitute.

Subd. 2. A bargaining unit employee may successfully apply for a new or vacant position which does not require them to drop their current assignment (s) without limitation.

Section 4. Summer Positions. Positions available for the summer months will be bid each year in the form of Online Bidding. The senior qualified employee bidding to work will be given the position. Employees working in the program area will be given first consideration for the position. For clarification purposes, program areas include EL, Kids Club, Special Education and, in some cases, positions such as Lunchroom/Recess.

Subd. 1. The online bidding will take place in mid-April. The specific date will be included on the Paraprofessional Staffing Timeline which is sent to employees in March.

Subd. 2. Five calendar days prior to the online bidding, an e-mail will be sent to all paras summarizing the postings available for summer. All positions known at the time of the e-mail will be included. Paras will have five (5) calendar days to review the postings. At the conclusion of the five (5) calendar days, the positions will be posted for online bidding for a period of three (3) calendar days.

Subd. 3. If an employee does not have access to online bidding, they are required to contact the Human Resources department to request access.

Subd. 4. Positions remaining after Arena will be filled by external candidates.

Subd. 5. If additional summer positions become available following Arena, they will be posted for five (5) days (see Article 16, Section 2).

Subd. 6. Bargaining unit employees working in the summer Kids Club Program (i.e. working more than nine (9) months and working during the summer), may take ten (10) consecutive or individual days off for unpaid vacation during the summer months only. Vacation days are pro-rated, based on hours scheduled to work per week. Employees who request vacation at the time of signing for summer postings will be covered by the floater position in Kids Club. Approval of time off must be made by the Kids Club Supervisor.

Section 5. – Kids Club Non-School Days.

Subd. 1. All Kids Club Non-School Day positions that occur during the school year will be posted for six (6) calendar days. Employees will be notified of the posting electronically.

Subd. 2. Positions will be awarded based on seniority. Current Kids Club employees will have the right of first bid for Non-School Day positions.

Subd. 3. Results of the bidding will be emailed to employees within 48 hours of the close of the posting.

Section 6. Administrative Transfer.

Subd. 1. Transfer. The District may transfer employees due to temporary organizational changes, physical or mental inability to perform assigned duties, or breach in the work relationship between the Assistant and a teacher, students or principal.

Subd. 2. When an administrative transfer is necessary, the responsible administrator will discuss the reason(s) for the transfer with the Union and the Assistant and provide the reason(s) in writing. Transfers may only be used for cause and will not be done arbitrarily or capriciously. The District will provide the employee and the Union with a list of similar positions (hours, type of work and location) to which the employee may transfer. Employees who occupy such listed positions shall, by seniority order have the right to voluntarily exchange positions with the transferring employee. An attempt will be made to reach a

voluntary exchange. If there are no volunteers for an exchange, the least senior employee shall be required to make the exchange.

Section 7. New Position.

Subd. 1. New Position. When hours of a position are increased by more than one (1) hour a day, five (5) hours per week, or changed from part-time status to full-time status, it will constitute a new position for purposes of bidding. A position that is going to continue more than fifteen (15) days beyond the posted end date will have the extended time re-posted as a new position. An addition of more than one (1) hour per day or five (5) hours per week may only be done once to an original job posting. Adding more than one (1) hour per day or five (5) hours per week a second time to the original posting constitutes a new position and the position must be re-posted.

Subd. 2. Changes in grade level and/or changes in scheduled work time will not constitute a new position. This Subdivision shall concern existing jobs and the people in them, not new posting time frames.

Subd. 3. A temporary position shall be defined as a position not anticipated to last more than six (6) months.

Subd. 4. If a temporary position extends beyond six (6) months, it shall be considered permanent and must be posted for bidding. A temporary position that extends beyond six (6) months that was created due to a medical leave of absences may continue to be filled as a temporary position.

Section 8. Targeted Services/After-School Opportunities.

Subd. 1. There are a number of after-school opportunities for students that may require or benefit from the presence of paraprofessional staff. In particular, there are Targeted Services programs designed for students with academic needs.

Subd. 2. It is recognized that students may benefit from consistency in the personnel who work with and support them and where possible and

mutually agreed, these paraprofessional personnel shall have the first opportunity to fill these positions.

Subd. 3. If those paraprofessionals who work directly with the students involved are unable or unwilling to fill these opportunities, these positions should be made known and available to building paraprofessional staff with assignment based on seniority.

Subd. 4. If building paraprofessional staff are unable or unwilling to fill these opportunities, the position should be posted through the Human Resources Department and filled in accordance with contractual bidding transfer language.

ARTICLE 17 – SPECIAL CONDITIONS REGARDING STAFFING FOR EARLY CHILDHOOD FAMILY ED (ECFE), EARLY CHILDHOOD SPECIAL ED (ECSE), SCHOOL READINESS (SR) AND KIDS CLUB (KC)

Section 1. For the purpose of this Article, all ECFE/SR sites are considered one entity. ECFE/SR paraprofessionals who worked in the ECFE/SR Program the previous school year will be assigned to a work schedule of classes to consist of the highest number of hours worked during the previous two school years. Employees will be informed of their work schedule at least two weeks prior to the beginning of ECFE classes in the fall. Schedules will be adjusted according to class enrollment.

Section 2. For the purpose of this Article, all ECSE sites are considered one entity. ECSE paraprofessionals who worked in the ECSE Program the previous school year will be assigned to a work schedule of classes to consist of the highest number of hours worked during the previous two school years. Employees will be informed of their work schedule at least two weeks prior to the beginning of ECSE classes in the fall. Schedules will be adjusted according to class enrollment.

Section 3. For the purpose of this Article, when reductions in the workforce are made in KC, all KC sites are considered as one entity.

Section 4. For the purpose of this Article, when reductions in the workforce are made in EL, all EL sites are considered as one entity. Employees will be

informed of their work schedule at least two weeks prior to the beginning of the EL classes in the fall. Schedules will be adjusted according to enrollment.

ARTICLE 18 – SENIORITY

Section 1. Definitions.

Subd. 1. Bargaining Unit Seniority. Seniority shall be defined as the length of continuous employment with the School District in a position covered by this Agreement. Time spent in an initial temporary position or any position of less than ten and one-half (10 ½) hours per week shall not count toward length of continuous service with the school district. When two (2) or more employees are hired on the same day a tie breaking drawing will be held in the event of a bid or reduction. The affected employees will be notified of the date, time and location of the drawing and may attend if they desire to do so. A single date, time and location will be established to conduct tie breaker drawings for those events that are anticipated to occur during the coming school year. Additional, unanticipated events will require a separate drawing. Each tie breaking event will stand on its own.

Subd. 2. KC Seniority. A seniority tie breaker shall be done at the beginning of each school year to determine seniority for Kids Club All Day bids only.

Section 2. Date for Seniority.

Subd. 1. Seniority Date for Unit Seniority. Following the completion of the probationary period, as provided by Article 7, Section 1, an employee's unit seniority will be established as of the most recent date of hire by the District in any position covered by this Agreement.

Subd. 2. Seniority for Temporary Positions. Temporary positions of six (6) months or less in duration shall not have any seniority rights. (This assumes the position is filled by an outside hire.)

Section 3. Loss of Seniority. Employees will lose their unit seniority standing in the event of retirement, resignation, 18 months in a management position,

or 18 months in another District position not covered by this Agreement, or layoff for more than 24 months, or voluntary reduction in hours to less than 10.5 hours per week.

Section 4. Seniority Standing on Unpaid Leave. An employee on unpaid leave of absence for six (6) months or less will be credited with all seniority.

Subd. 1. Medical Leave. An employee on unpaid medical leave will be credited with full seniority earnings, regardless of the duration of the leave.

Subd. 2. Non-Medical Leave. Employees who take an unpaid leave of absence for other than medical reasons for more than six (6) months will have their seniority frozen for up to twelve (12) calendar months. After twelve (12) calendar months, the employee will lose all previously earned seniority credit.

Section 5. Seniority Use. Unit seniority shall be used for layoff, recall, and for other rights that are agreed to.

ARTICLE 19 - GRIEVANCE PROCEDURE

Section 1. Definitions. A grievance shall be defined as a dispute which arises concerning the application or interpretation of the terms of this Agreement.

Section 2. Adjustment of Grievance. A grievance as defined by Section 1 shall be resolved in the following manner:

Step 1. The grieving employee and/or Union Representative, on behalf of the employee, will notify the Supervisor and/or Building Principal in writing within twenty (20) calendar days after the event giving rise to the grievance. The Employer representative will respond in writing within fifteen (15) calendar days of receipt of the grievance. The parties, upon mutual agreement, may meet to discuss the grievance prior to the Employer giving their answer.

Step 2. In the event the grievance is not resolved in Step 1 within ten (10) days of receipt of the Employer's answer, it may be appealed by the

employee or the Union in writing to the Director of Human Resources. The Director and Union Representative will schedule a time to meet to discuss and attempt to resolve the grievance within ten (10) days of the Director of Human Resources' receipt of the appeal. The Director of Human Resources will, within ten (10) days, provide a written answer to the grievance to both the Union and the Grievant. In the event the grievance is not settled, the Union may, within ten (10) days of receiving the Director of Human Resources' reply, appeal the grievance in writing to the School Board Chairperson or his/her designee.

Step 3. Following receipt of a Step 2 appeal, the School Board shall set a time to hear the grievance within twenty (20) calendar days. At the option of the School Board, a committee or representative(s) of the School Board may be designated to hear the appeal at this level, and report its findings and recommendations to the School Board. Within twenty (20) calendar days after the meeting, the School Board shall issue its decision in writing. In the event the grievance is not resolved in Step 3, it may be appealed by the Union in writing within thirty (30) calendar days to arbitration.

Section 3. Arbitration.

Subd. 1. If a grievance is appealed to arbitration, representatives of the School Board and the Union shall meet and attempt to mutually agree on a suitable arbitrator. If the parties cannot agree upon the arbitrator, either party may request the Bureau of Mediation Services to submit a list of five (5) arbitrators from which the parties shall select one (1). The method of selection shall be in accordance with the rules of the Bureau of Mediation Services.

Subd. 2. The jurisdiction of the arbitrator shall not extend to proposed changes in terms and conditions of employment as defined herein and contained in this written Agreement; nor shall an arbitrator have jurisdiction over any grievance which has not been submitted to arbitration in compliance with the terms of the grievance and arbitration procedure as outlined herein; nor shall the jurisdiction of the arbitrator extend to matters of inherent managerial policy, which shall include, but are not limited to, such areas of discretion or policy as the functions and programs of the School Board, its overall budget,

utilization of technology, the organizational structure, and selection and direction and number of personnel. The arbitrator's decision shall be based solely on the arbitrator's judgment of this Agreement and the evidence and testimony presented at a hearing.

Subd. 3. A valid arbitrator's decision shall be binding on the School Board, the Union, and the employees.

Subd. 4. Each party shall bear its own expenses in connection with the arbitration, including expenses related to the party's representatives, witnesses, and any other expenses which the party incurs in connection with presenting its case in arbitration. The parties shall share equally fees and expenses of the arbitrator and any other expenses which the parties mutually agree are necessary to conduct the arbitration.

Section 4. Exclusive Remedy. The procedure established by this Article shall be the sole and exclusive means to resolve grievances as defined by Section 1 of this Article.

ARTICLE 20 – SEVERANCE

Section 1. Eligibility. Full-time employees, as defined in Article 6, Section 1, Subd. 1, who have completed at least fifteen (15) years of full-time service with the School Board and who are at least fifty-five (55) years of age shall be eligible for a severance payment pursuant to the provisions of this Article, upon submission of a written resignation and approval by the School Board.

Subd. 1. Leaves of Absence. Time spent on approved Leaves of Absence, as provided in Article 14, shall be included in the calculation of years of continuous service.

Subd. 2. Determination of Age. For purposes of this Article, an employee's age shall be that attained as of the effective date of retirement.

Subd. 3. Discharge for Cause. This Article shall not apply to any employee who has been discharged for cause by the School Board.

Subd. 4. Severance Reduction. Employees eligible for and participating in the matching plan will have their severance payment reduced by the amount of the Board's total contribution, as outlined in Section 4, Subd. 2.

Section 2. Basis of Severance Payment. The amount of the severance payment, upon retirement, shall be to a maximum of one-hundred (100) days' pay at the employee's daily rate of pay as of the date of retirement, not to exceed \$8,500, in accordance with subdivisions 1 and 2.

Subd. 1. Payment for Unused Paid Absence. Leave An eligible employee shall be eligible to receive a severance payment in an amount obtained by multiplying fifty percent (50%) of the employee's unused paid absence leave at the time of retirement, not to exceed one hundred (100) days, times the employee's daily rate of pay, as determined by subdivision 2.

Subd. 2. Daily Rate of Pay. An eligible employee's daily rate of pay shall be determined by the daily hours assigned in the last year of employment or the highest daily hours assigned in the last three years of employment.

Subd. 3. Maximum Payment. The maximum severance benefit, under the provisions of this Article shall be \$8,500, less the amount of the Board's total contribution to the employee's matching plan if any (see Section 4, Subd. 2).

Section 3. Payment. An eligible employee shall receive a single severance payment made to their TSA account, within fifteen (15) days of their date of retirement.

Subd. 1. Deductions. Deductions shall be made from the severance payments only as required by law and as outlined in Section 4, Subd. 2, regarding a Matching Plan.

Subd. 2. Beneficiary. If the employee dies after the effective date of retirement, but before the total severance payment has been received, the balance due shall be paid to a named beneficiary, or, lacking same, to the estate of the deceased.

Section 4. Matching Plan. All full-time employees who have completed at least two (2) years of full-time continuous service to the School District are eligible to participate in a Tax Sheltered Annuity (TSA) or 403B matching plan.

Subd. 1. As of January 1, 2021, the School Board shall provide an equal match to an eligible employee's contributions to a maximum of one thousand dollars (\$1,000.00) annually. The School Board's contribution to such a plan shall not exceed fifteen thousand dollars (\$15,000) over a period of twenty (20) years for any employee. As of January 1, 2022, the School Board shall provide an equal match to an eligible employee's contribution to a maximum of eleven hundred dollars (\$1,100.00) annually.

Subd. 2. Severance Reduction. An employee eligible for a severance payment as provided in Sections 1 through 3 of this article shall have their maximum severance amount reduced by an amount equal to the Board's total contribution to the employee's matching plan.

ARTICLE 21 - REDUCTION OF WORK FORCE

Section 1. Reduction in Force and Replacement Rights for Upcoming School Year. Notice: When reducing the work force for the upcoming school year, the School Board will reduce hours or layoff by classification the least senior paraprofessional by location/program, as identified by the supervisor/building principal. The employee affected by the layoff will be given fourteen (14) calendar days written notice of layoff.

Employees who lose their position for the upcoming school year through the notice procedure above will be required to bid during either round of bidding for the upcoming school year. If employee bids but is unable to secure a position during either round of bidding, employee may apply to positions that become available open during the summer months. Employees who do not secure a position by August 1 will be placed in an open position(s) to most closely match the hours previously held. Should no positions be open, employee will be placed on layoff and will be recalled as noted in Subd. 2.

Subd. 1. Right to Reclaim. If an employee's hours are reduced and/or eliminated, the employee will be entitled to reclaim their former position (defined as classification/building/hours) if the hours are increased or the position is reinstated within two (2) calendar years. It shall be the employee's responsibility to assert reclaim rights. This will apply whether the affected employee displaces another employee, accepts layoff status, remains in position, and/or bids to another position.

Subd. 2. Notice of Recall. Notice of recall shall be made by U.S. Mail to the last known address of the employee being recalled. Response to the notice of recall shall be made to Human Resources in writing within seven (7) calendar days of such notice. Employees failing to respond within seven (7) calendar days of notice or who fail to report for work, shall waive any right to re-employment in that position and shall have their name removed from the recall list.

Subd. 3. Date of Return to Work. The date of return to work shall be at least fourteen (14) calendar days from the date the employee receives the notice of recall, unless an earlier time is agreed to.

Section 2. Reduction of Work Force & Replacement Rights During School Year. Notice: When reducing the work force during the school year, the School Board will reduce hours or layoff by classification the least senior paraprofessional by location/program, as identified by the supervisor/building principal. The employee affected by the layoff will be given fourteen (14) calendar days written notice of layoff.

Employees receiving notice of reduction of work force during the school year will replace the least senior person in their building/program. If there is no least senior person in their building/program, they will replace the least senior person in the same classification with the same or next fewest number of hours. If no position in the same classification can be identified, the affected employee will replace the least senior person in the other classification with the same or next fewest number of hours. Employees who do not secure a position through this process will move to lay-off status and have the Right to Reclaim as noted in Section 3, Subd.2.

Subd. 1. When reducing the workforce during the school year, positions funded by Community Education will not replace positions funded by the General Fund and vice versa. Community Education funded paraprofessional positions are Kids Club, ECFE, and PreK.

Subd. 2. Right to Reclaim. If an employee's hours are reduced and/or eliminated, the employee will be entitled to reclaim their former position (defined as classification/building/hours) if the hours are increased or the position is reinstated within two (2) calendar years. It shall be the employee's responsibility to assert reclaim rights. This will apply whether the affected employee displaces another employee, accepts layoff status, remains in position, and/or bids to another position.

Subd. 3. Notice of Recall. Notice of recall shall be made by U.S. Mail to the last known address of the employee being recalled. Response to the notice of recall shall be made to Human Resources in writing within seven (7) calendar days of such notice. Employees failing to respond within seven (7) calendar days of notice or who fail to report for work shall waive any right to re-employment in that position and shall have their name removed from the recall list.

Subd. 4. Date of Return to Work. The date of return to work shall be at least fourteen (14) calendar days from the date the employee receives the notice of recall, unless an earlier time is agreed to.

Section 3. Reduction in Hours/Temporary Positions.

Subd. 1. Notice of Reduction of Hours. When the hours of a position are to be reduced from full-time to part-time status, by more than five hours per week, or to less than 10.5 hours per week in the bargaining unit, Human Resources will provide the affected employee(s) advance written notice of not less than fourteen (14) calendar days.

Subd. 2. Temporary/Less Than Complete School Year Positions. The layoff and replacement procedures of this Article shall not apply during the school year for employees in temporary positions or where the length of the position was posted for less than the complete school year.

ARTICLE 22 – EDUCATION

Section 1. Employees required to take training will be paid for all hours in school and/or in-service. Overtime provisions of Article 15, Section 2 will apply. The District will pay all tuition and book costs.

Section 2. For skills improvement, with prior approval from the building principal, the School District will pay the tuition costs for job related courses or workshops.

Section 3. The Employer will provide adequate training for all Paraprofessionals to do their job. (Examples: modules of learning from the State, blood-borne pathogens, terroristic threats, confidentiality, First Aid, CPR, CPI, etc.)

Section 4. For purposes of the No Child Left Behind certification, the District will reimburse existing employees with recognized Union seniority a one-time payment for the cost of testing not to exceed fifty (\$50.00) dollars.

ARTICLE 23 – PUBLIC OBLIGATION

Section 1. The parties mutually recognize that their first obligation is to the public and that the right of students and residents of the School District to continuous and uninterrupted operation of the School is of paramount importance.

Section 2. The Union agrees, therefore, that during the term of this contract, neither the Union nor any individual employee shall engage in any strike, including sympathy strikes, or unfair labor practice as defined by the PELRA. The parties agree that procedures affecting this Article are provided for by PELRA and, therefore, shall not be subject to the grievance or arbitration procedure. The Employer agrees there shall be no lockout during the term of this Agreement.

ARTICLE 24 - DURATION

Section 1. Term and Reopening Negotiations. This contract shall remain in full force and effect for a period commencing on the date of the signing, unless provided otherwise herein, through June 30, 2022. If either party desires to modify or terminate this contract commencing on July 1, 2020, it shall give written notice of such intent no later than May 1, 2022. Unless otherwise mutually agreed, the parties shall not commence negotiations more than 120 calendar days prior to the expiration of this contract.

Section 2. Effect. This contract constitutes the full and complete agreement between the School Board and the Union as the exclusive representative of the employees. The provisions herein relating to terms and conditions of employment supersede any and all prior contracts, resolutions, School Board policies, rules or regulations concerning terms and conditions of employment inconsistent with these provisions.

Section 3. Finality. Any matters relating to this contract, whether or not referred to in this contract, shall not be open for negotiations during the term of the contract.

Section 4. Severability. The provisions of this contract 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 contract or the application of any provision thereof.

IN WITNESS WHEREOF, the parties hereto have caused these present to be duly executed.

For: South Washington County
ISD #833

J Brunnetto

Chairperson

Maureen Van Lee

Clerk

Keri W. Thompson

Director of Human Resources

Negotiator

For : International Union of
Operating Engineers, Local 70

David Monsour

David Monsour, Business Manager

Michael Dowdle

Michael Dowdle, President

Linda Powers

Linda Powers, Recording Secretary

Julie Moeckly

Julie Moeckly, Business Representative

Holly Yannarely

Holly Yannarely, Negotiating Team

Janette P. McCalvy

Janette McCalvy, Negotiating Team

Amy Faust

Amy Faust, Negotiating Team

4/27/21
Date:

4/15/2021
Date:

JM/jcb/opeiu#12
South Wash Para