

# PARAEDUCATOR MASTER CONTRACT

BETWEEN

ORONO INDEPENDENT SCHOOL DISTRICT 278  
Independence-Long Lake-Maple Plain-Medina-Minnetonka Beach-Orono

AND THE

SCHOOL SERVICE EMPLOYEES, SEIU LOCAL NO. 284

EFFECTIVE

JULY 1, 2021 THROUGH JUNE 30, 2023



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## AGREEMENT

This Agreement is made and entered into by and between ORONO INDEPENDENT SCHOOL DISTRICT NO. 278, Long Lake, Minnesota, hereinafter referred to as the "School District," and SCHOOL SERVICE EMPLOYEES LOCAL 284, SEIU, AFL-CIO, hereinafter referred to as the "Union."

### ARTICLE I

#### PURPOSE

The purpose of this Agreement is to encourage and increase orderly, constructive and harmonious relationships between the School District and its employees; to establish procedures for the resolution of differences over terms and conditions of employment; and to establish an environment in which the children of this community may receive education of the highest quality. Accordingly, the parties have set forth herein all terms and conditions of employment which have been agreed upon by the School District and the Union, pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, as amended, (hereinafter referred to as the "PELRA"). Terms not specifically defined in this Agreement shall have the meaning defined by PELRA."

## ARTICLE II

### RECOGNITION AND DUES CHECK-OFF

#### Section 2.1 Recognition

The School District hereby recognizes the Union as the exclusive representative for the purpose of negotiating terms and conditions of employment for all employees in the following appropriate unit, as certified by the Bureau of Mediation Services in accordance with PELRA:

All paraeducator employees of Independent School District No. 278, Long Lake, Minnesota, whose employment service exceeds the lesser of fourteen (14) hours per week or thirty-five (35) percent of the normal work week and more than sixty-seven (67) work days per year, excluding supervisory and confidential employees.

The parties agree that lunchroom and playground monitors who work the lesser of fourteen (14) or more hours per week or thirty-five percent of the normal work week and more than sixty seven work days per year are included in this bargaining unit.

#### Section 2.2 Dues Check-off

The School District agrees to deduct dues for membership in the Union and to forward such membership dues to the Union for any individual employee who has authorized such dues check-off. The School District agrees to continue these deductions for the period stated in the individual employee's authorization or until the employee revokes the deduction in accordance with the terms of the authorization executed by the employee.

Check-off authorization shall be valid only for payroll periods ending not less than fifteen (15) days after the authorization is filed with the payroll office. An employee authorizing dues check-off shall have no claim against the School District or its agents for the deductions authorized and paid over to the Union.

ARTICLE III

WAGES

Section 3.1 Wage Rates

- a) Wage Scales. The following hourly wage rates shall be applicable to paraeducators employees, including lunch room/playground monitors, covered by this Contract:

	Effective 7/1/2021	Effective 7/1/2022
Step 1	\$17.20	\$17.60
Step 2	\$18.20	\$18.60
Step 3	\$19.25	\$19.65
Step 4	\$20.30	\$20.75

- b) Differentials. Effective July 1, 2018, a paraeducator classified as working in SPECIAL EDUCATION shall be paid a differential of \$1.75 per hour.

- c) Career Increment. Effective July 1, 2019, a paraeducator shall receive the following career increment in accordance with the following schedule:

<u>Years of Service Completed in the District</u>	<u>Longevity Career Increment</u>	<u>Paid During Years of Service</u>
After 10 years service	\$.60	Years 11 through 15
After 15 years service	\$.85	Years 16 through 20
After 20 years service	\$1.10	Years 21 plus

- d) Career Increment amounts shall be added to the wage currently being paid at Step 4 of the Wage Scale in this section. The Career Increment is not cumulative. The maximum Career Increment for any employee shall be \$1.10 per hour.
- e) High School Transition Program: Off-Campus Student Supervision Stipend. If a paraeducator working in the High School Transition program accompanies students off-campus anytime during a semester, she / he may submit a payroll claim and be compensated \$50. This stipend may be claimed once at the end of each semester by an employee. Payment of this stipend will be limited to a maximum of two (2) paraeducators each semester.
- f) High School Transition Program: Driving School Vehicle Stipend. If a paraeducator working in the High School Transition program drives a school bus or van to transport students in the Transitions program, she / he may submit a payroll claim and be compensated \$250. This

stipend may be claimed once at the end of each semester by an employee. Payment of this stipend will be limited to a maximum of two (2) paraeducators each semester.

- g) High School Transition Program Stipends. Paraeducators in the High School Transitions program may submit simultaneous claims for both stipend levels described in paragraphs (f) and (g). At no time may an employee be compensated more than \$300 per semester.
- h) Substitute Rate of Pay. The rate of pay of retired paraeducator who works as either a regular substitute paraeducator or as a Long Term Substitute paraeducator will be paid no less than the individual's paraeducator rate of pay at the time of retirement.

Any employee performing work as a Long Term Substitute paraeducator will be paid not less than Step 1 of the Wage Scale. To qualify as a Long Term Substitute, the vacancy must be pre-planned and span 30 continuous work days or more.

### Section 3.2 Step Placement

Current employees who have worked more than one-half a year since the previous July 1 will advance one (1) step as of July 1. Credit for outside experience may be granted in the step placement for new employees, not to exceed placement on Step 2, as mutually agreed between the School District and employee. Any step advancement and salary increase may be withheld when a demonstrable deficiency in the performance of an individual employee can be shown.

### Section 3.3 Pay Periods

Pay periods for all employees shall be semi-monthly on the fifteenth (15) and thirtieth (30) of each month or the last business day preceding if the fifteenth or the thirtieth is/are a school holiday.

Pay earned in one pay period shall be paid at the conclusion of the subsequent pay period. For example, wages for work completed between the 1<sup>st</sup> and the 15<sup>th</sup> of the month will be paid on the 30<sup>th</sup>, or the last business day preceding if the thirtieth is a school holiday.

### Section 3.4 Reclassification

Requests for reclassification are to be made by the paraeducator requesting reclassification to the Director of Business Services with a copy to the union steward for processing by May 1 of each year.

### Section 3.5 I.E.P. Differential

The School District will add the equivalent of one contract day (6.5 hours) to the normal work year of each special education paraeducator. The employee will use this time throughout the year as needed for purposes described in this section.

Time may be spent on: meetings with case managers; specific training related to individualized student programs; IEP or accommodation reviews; data collection; behavior intervention planning; and other meetings



pertaining to individualized student program implementation.

Any time used for general professional development arranged or pre-approved through special services will not be deducted from this dedicated time.

Time may not be used for meetings with parents unless meetings are pre-planned and facilitated by case managers.

## ARTICLE IV

### HOURS AND OVERTIME

#### Section 4.1 Work Hours and Work Day

The length of the work year and the hours for each position shall be set by the supervising administrator, subject to the approval of the Director of Business Services. The District will provide a work schedule for each paraeducator by August 15 of each year.

#### Section 4.2 Overtime Pay

Overtime shall be worked only as directed. All overtime required by the School District in excess of forty (40) hours per week shall be paid at one and one-half times the employee's regular straight-time hourly rate or compensatory time will be granted at one and one-half the amount of overtime worked. Any compensatory time off granted by the School District shall be taken at a time mutually agreed between School District and employee.

#### Section 4.3 School Closing, Late Starts and Early Dismissals Due to Weather and/or Emergencies

The final decision regarding personal safety and whether to report to work in bad weather situations rests with the employee.

Subd. 1. On days school is canceled due to weather and/or emergencies, paraeducators shall not report to work and will be paid for up to two occurrences each year. If there are more than two occurrences of school closings during a school year, Paraeducators have the option to voluntarily utilize available personal leave time in lieu of unpaid time.

Subd. 2. In cases where school is delayed or dismissed during the day, due to inclement weather or other emergencies, paraeducators will be paid for all scheduled hours.

#### Section 4.4 Lunch and Break Periods

There shall be a thirty (30) minute lunch break without pay for all employees working more than four (4) hours per day. Paraeducators working four (4) hours or more per day shall receive one (1) fifteen (15) minute paid break per day. Effective July 1, 2002 paraeducators will be required to work more than four (4) hours per day to be eligible to receive one (1) fifteen (15) minute paid break per day. Paraeducators working seven and one-half (7 ½)

hours or more per day shall receive two (2) fifteen (15) minute paid breaks per day. The thirty (30) minute lunch break may be waived by mutual agreement between the paraeducator and the supervisor.

Section 4.5 Meetings and School Conferences

An employee required to attend meetings and school conferences or to perform extra duties beyond the regular work day will be paid for the extra time at the employee's regular hourly rate.

ARTICLE V

HOLIDAYS

The following holiday schedule will be granted to paraeducators based on total hours of employment during the year:

<u>Annual Contract Hours</u>	<u>No. of Holidays</u>	<u>Holidays Granted</u>
Less than Full-Time*	2	Christmas Day, New Years Day and
Full-Time*	6	Thanksgiving Day, Day after Thanksgiving, Christmas Day, New Year's Day, either Presidents' Day or Martin Luther King Day depending on school calendar, Memorial Day

If school is held on any of the listed holidays, a day in lieu thereof may be taken as approved by the supervising administrator. If a holiday falls on a Saturday or Sunday and is observed by the school on the following Monday or the preceding Friday, this day shall be a holiday for the paraeducator.

\* Full-Time employees must work thirty (30) hours or more per week throughout the school year and a minimum of 167 days). Less than Full-Time employees are employees who are employed less than thirty (30) hours per week or less than a minimum of 167 days annually. See also Section 10.1.

## ARTICLE VI

### LAYOFF AND RECALL

#### Section 6.1 Layoff and Recall by Seniority

If an employee's position is eliminated, or their hours are reduced, the employee shall have the right to displace an employee with less seniority in the same classification or in a lower pay classification that allows the employee to maintain the greatest number of hours up to the position eliminated or reduced. In all cases of displacement, the remaining employees must be qualified, as determined by the School District, to perform the duties of the new position assumed.

#### Section 6.2 Recall

Employees on layoff will be recalled to work as jobs in their classification or in a lower pay classification for which they are qualified, as determined by the School District, become available, in seniority order. The absence of an employee because of sickness, vacation, or leave of absence of three (3) months or less will not be considered an available position.

#### Section 6.3 Seniority List

An employee shall acquire seniority only after completion of the probationary period, as set forth in Section 12.1. The school district will prepare a seniority list, which will be revised at least once and distributed by December 15th each year. Each employee who has completed the probationary period, as set forth in Section 12.1, will be assigned a district seniority date, based on such employee's first day of continuous service as an employee within the appropriate unit. Employees hired after July 1, 1995, who have completed the probationary period, as set forth in Section 12.1, will be assigned a district seniority date, based on the date the Board of Education approves employment. Such action will be at the first Board meeting after the Personnel Office is notified. Employees who have the same seniority date will have the tie broken by lot.

#### Section 6.4 Termination of Seniority Rights

An employee's seniority rights terminate upon the earliest of the following events:

- a. Discharge, resignation, or retirement;
- b) Failure to return to work upon expiration of a leave of absence;
  - a. Layoff without recall from the employee's last day of actual work for the district for a period equal to the employee's length of active service or two years, whichever is less; or
  - b. Failure to give written notice accepting recall within ten (10) days after notice of recall is mailed by the district to the last address furnished by the employee.

## ARTICLE VII

### JOB POSTING

#### Section 7.1 New Position

Beginning with the 2014 - 2015 school year, new positions or vacancies of more than thirty (30) days duration will be posted electronically for a period of five (5) work days during the school year. The School District will not hire a summer school paraeducator from outside the bargaining unit without first posting the position.

#### Section 7.2 Qualifications

Qualifications, as specified in the current job description along with classification, seniority, ability and job performance will be considered in filling posted positions. Administration reserves the right to make the final decision.

#### Section 7.3 Decision

The applicant and the union steward(s) will be notified of the decision by the administration. If the applicant is not chosen to fill the posted position the employee may request and will be granted, a meeting with the administrator to discuss the decision.

#### Section 7.4 Probationary Period

In addition to the initial probationary period, as set forth in Section 12.1, an employee transferred or promoted to a different position shall serve a new probationary period of ninety (90) working days in any such new position. During this ninety (90) working day probationary period, if it is determined by the supervisor that the employee's performance in the new position is unsatisfactory, the supervisor shall have the right to reassign the employee to his/her former position. Employees may also request and be granted permission to return to their previous position as soon as a replacement is available.

#### Section 7.5 Transfers

Employees who transfer into a new or vacant position within the bargaining unit from positions within the district but outside the bargaining unit shall be credited with their prior years of service for purposes of retirement per Article XI, and shall carry over accumulated sick and personal days.

## ARTICLE VIII

### TEMPORARY LEAVES

#### Section 8.1 Personal Sick Leave

Personal sick leave with pay shall be earned at the rate of one (1) day per month. Employees moving from part to full time will have accumulated sick leave prorated.

One day of sick leave with pay may be used for each day of necessary absence from work due to the employee's illness or injury (including disability due to pregnancy) or to the illness of a child/step-child of the employee. Sick leave will not cover any loss of time from school due to an injury sustained while performing duty in another gainful occupation. Sick leave pay is not available for illness or injury (including disability due to pregnancy) occurring during a leave of absence without pay.

The supervising administrator may require the employee to furnish a medical certificate from the school health officer or from a qualified physician as evidence of illness indicating such absence was due to illness in order to qualify for sick leave pay. In cases of unexcused absence, salary deductions will be a pro-rata hourly rate.

Employees covered by Long Term Disability income protection provided and paid by the school district are required to begin accepting benefits under the plan at the end of the elimination period (90 days) in lieu of using additional sick leave. Any unused sick leave remaining is then retained as credit for the employee when (s)he returns to the job.

#### Section 8.2 General Requirements for Other Temporary Leaves

Other temporary leaves in this Article are not categorized with "sick leave" nor are they to be deducted from "sick leave." All such leaves shall relate only to the incident for which leave is taken.

#### Section 8.3 Leave for Death or Critical Illness in Family

A maximum of five (5) days leave with pay will be granted per incident in the case of death or critical illness of a husband, wife, child, parent, brother, sister, fiancé, fiancée, grandchildren, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, stepchildren, or a member of the household. In cases where critical illness leave is followed by the death of the family member, a maximum of ten (10) days total leave with pay will be granted. Critical illness is defined as "hospitalization or hospice or the request of a physician that the employee is in attendance in the capacity of a caregiver."

#### Section 8.4 Birth or Funeral Leave

A leave will be granted consistent with applicable law for the birth or adoption of a child. One day's leave per incident with pay will be granted to attend the birth of a child of the employee or the funeral of a relative other than those persons described in Section 8.3, such as grandparents, uncle, aunt, or cousin. Upon the prior approval of the Director of Business Services, or his designee, an employee may be excused a day or a portion

thereof with pay to attend or take part in a funeral other than those persons described in the preceding sentence.

#### Section 8.5 Personal Business Leave

Upon the prior approval of the Director of Business Services, or his designee, one day's leave of absence or portion thereof with pay may be taken each year for personal business. This one day's leave of absence is cumulative to five (5) days, such accumulation may be taken during any year with the prior approval of the Director of Business Services, or his designee. Personal business is intended to mean a rightful responsibility of the employee that must be conducted during the normal school day because professionals or laymen involved cannot be contacted at any other hours or days.

#### Section 8.6 Leave for Jury Duty

Temporary leave will be granted for jury duty. The employee is required to give three (3) days advance notice of jury duty to the building principal to permit the scheduling of a substitute. The employee will a) be paid the difference between his/her regular pay and his/her jury duty fees, or b) immediately pay to the District the amount received in fees and reimbursements, with the exception of mileage expenses.

#### Section 8.7 Coordination of Benefits

Sick leave benefits shall be coordinated with any other benefits received by an employee from Worker's Compensation or other sources paid for, in whole or in part, by the School District, so that the total pay received by the employee from all sources does not exceed the employee's regular daily rate of pay. It is the responsibility of the employee to deliver Worker's or other compensation payments or a report of such payments to the Payroll Manager in the District Administrative Office. The employee's sick leave allowance will be charged only for the amount necessary to bring the employee up to the regular rate of pay. If the employee has exhausted sick leave, the employee shall be entitled only to the benefits available from sources other than sick leave.

## ARTICLE IX

### EXTENDED LEAVES OF ABSENCE

#### Section 9.1 Application for Leave: Non-Child Care

An employee working twenty (20) hours per week or more who has completed at least one full year of service may apply for a leave of absence without pay for up to one year for the purpose of medical disability, or other special purposes. In considering such leave request, the School District shall give consideration to the reason for the request, the effect on the system, the availability of a substitute, a doctor's recommendation, and other factors which may be deemed relevant by the School District. The granting or denying of such leave request shall be at the discretion of the School District. Leaves of absence for special purposes shall ordinarily commence between the last day of school and August 15, but this requirement may be waived by the School District in an emergency situation.

#### Section 9.2 Child Care Leave

The School District shall grant an employee a leave of absence without pay, of up to twelve (12) weeks duration, for the purpose of full-time care of a newborn or newly adopted child. The School District may grant a leave of absence without pay that is longer than 12 weeks duration.

- a) Application for an unpaid child care leave should be made in writing to the Director of Business Services at least ninety (90) days prior to the beginning of the proposed leave. The application shall include the following: (i) purpose of the unpaid extended leave of absence; (ii) beginning date of the leave of absence; (iii) proposed return date of the leave of absence; and (iv) in pregnancy cases, an attached statement from the physician indicating the expected date of delivery.
- b) While on an unpaid child care leave, an employee may continue to participate in all insurance programs for which the employee is eligible, if permitted by the insurance policy provisions, but must pay the entire cost of the premiums monthly in advance until returning to active work.
- c) The employee shall submit to the Director of Human Resources a written statement of intent to return to active work not less than forty-five days prior to the approved date of return, or by May 1 if the approved date of return is the beginning of the following year.
- d) An employee returning from a child care leave shall be returned to the position held at the time the leave commenced.

### Section 9.3 General Provisions for Extended Leaves

a) Extended leaves shall be without pay.

b) Application for an unpaid extended leave of absence shall be made in writing to the Assistant to the Superintendent at least sixty (60) days prior to the beginning of the proposed leave. This application shall include the following:

1. Purpose of the unpaid extended leave of absence.
2. Proposed beginning date of the leave of absence.
3. Proposed return date of the leave of absence.

c) An employee taking an extended leave shall be governed by the rules and regulations of Public Employees Retirement Association (P.E.R.A.).

d) An employee on approved leave, who has worked more than twenty (20) hours per week, is eligible to participate in the hospital medical group insurance program but must pay the entire premium for such program, commencing with the beginning of the leave, if permitted under the provision of the insurance policy.

e) An employee who returns from an extended leave shall retain all previous experience credit and the unused sick, emergency, and personal leave accumulated from previous years. The employee shall not receive experience credit for the period of the leave. Experience credit, when applicable, shall be determined as follows:

1. Completing 50% or more of the employee's total annual work days during a year shall be counted as one full year of experience or salary credit.
2. Completing less than 50% of the employee's total annual work days shall be given no experience credit.
3. An employee whose leave takes place in two (2) successive school years and who completes 150% or more of the employee's normal one year's annual work days in those two (2) years shall be given two (2) full years of experience or salary credit.
4. An employee whose leave takes place in two (2) successive school years and who completes less than 150%, but more than 50%, of the employee's normal one year's annual work days in those two (2) years shall be given one (1) full year of experience or salary credit.

f) An employee on an extended leave shall maintain his/her original seniority, but shall not gain credit for advancement on the salary schedule, for vacation time or for any provision related to years of service.

g) An employee who has been granted an extended leave of absence must furnish written notice to the administration to whom the employee is responsible of intent to return to the job at least one (1) month prior to the date of return for a medical leave and three (3) months prior to the date of return for other extended leaves.



#### Section 9.4 Return from Approved Leave

Except as may otherwise be provided for by law, an employee who returns from an approved leave of absence under this Article will either (1) be placed in the position she or he occupied at the time the leave began, if that position is available; or (2) be placed in a position with hours of work that are as similar as those of the position the employee held at the time the leave began.

### ARTICLE X

#### INSURANCE

#### Section 10.1 Eligibility for Group Insurance Coverage

The insurance benefits described in this Article are designed for full-time employees (thirty (30) hours or more per week throughout the school year and a minimum of 167 days) and shall not apply to part-time employees who are employed less than thirty (30) hours per week or less than a minimum of 167 days annually. Part-time employees working 20-29 hours weekly, provided that they are scheduled to work at least 120 days during the school year, will be permitted to join the district's group health plan at one half the benefit allowed for full-time employees as defined in this section. In order to gain the benefit the part-time employee must apply and participate directly in the health program provided by the school district. A full-time employee who is covered by the district's insurance programs at the time such employee is reduced to part-time employment of twenty (20) hours per week or more shall be eligible for continued participation at the full-time employee district contribution rate for a period of one (1) year from the time the employee is reduced to part-time employment. Upon termination of employment, all School District contributions shall cease.

The definition of full time employees in this section is related to the total number of student contact days required of paraeducators. If the total number of student contact days changes the district agrees that the eligibility for insurance based on full time employment shall change to correspond.

#### Section 10.2 Group Insurance Policies

The selection of the insurance carrier and policy shall be made by the School District as provided by law. It is understood that the School District's only obligation is to purchase an insurance policy and pay such amounts as agreed to herein and no claim shall be made against the School District or Union as a result of a denial of insurance benefits by an insurance carrier.

#### Section 10.3 Hospitalization and Medical Insurance

Effective January 1, 2019, the School District shall pay the following monthly premium for each full-time employee enrolled in the School District's hospitalization and medical insurance plan or health maintenance organization (HMO):

For paraeducators hired on or before November 13, 2005:

Single	90 percent of the premium*
Employee Plus 1	75 percent of the premium
Family	49 percent of the premium

Percentages shall be based on the premium rates for Plan C, regardless of the Plan selected by eligible employees. The District contribution shall not exceed the full premium for Employee Plus 1 or Family.

#### Section 10.4 Life Insurance

The School District will pay 100% of the premium to provide term life insurance with double indemnity for accidental death in an amount equal to that of the employee's salary to the nearest thousand dollars.

The School District will also make available, if possible, supplemental term life insurance coverage at the employee's expense in an amount equal to the employee's salary to the nearest thousand dollars. Supplemental insurance coverage is subject to all terms and conditions imposed by the carrier (e.g. minimum participation requirements and the insurability of each employee). Each employee electing such supplemental term life insurance coverage shall pay the full premium through payroll deduction; except that the School District shall pay the premium for supplemental life insurance coverage equal to the basic amount for any eligible employee who does not participate in the hospitalization and medical insurance plan (nor the HMO alternative) and who otherwise qualifies for supplemental life insurance coverage.

#### Section 10.5 Long Term Disability Insurance

The School District will pay 100% of the premium for long term disability protection. The benefit provided is 2/3 of covered salary, up to a maximum covered salary of \$2,000 per month.

#### Section 10.6 Insurance Premium Payment

Any employee participating in the group health insurance plan may request to have the employee's share of the premium paid through salary reduction, wherein the School District reduces the employee's salary by the employee cost, with the School District then paying 100% of the health premium.

#### Section 10.7 Damage to personal belongings

In the event a paraeducator's personal belonging, required for work, is damaged by a student during regular working hours, the District shall reimburse the paraeducator for repair or replacement of the personal belonging whichever is less.

#### Section 10.8 Dental Insurance

Effective April 1, 2022, the School District will offer dental insurance to all employees. Employees may purchase dental insurance for \$80 per month for Single, Employee Plus One, or Family coverage.

## ARTICLE XI

### RETIREMENT

#### Section 11.1 Continuation of Group Insurance After Retirement

Any employee working twenty (20) or more hours per week who retires at or after age 55 may continue on the group health plan until death, insofar as the current group health plan offered by the School District will permit, provided all premium costs (single, employee plus one and/or family) are paid by the retiree.

#### Section 11.2 Retirement Pay

The following provisions shall apply:

- a) Paraeducators who have completed fifteen (15) years of continuous employment, Credited Years as set forth below, and who are at least fifty-five (55) years of age shall be eligible for retirement pay pursuant to the provisions of this Article upon submission of a written resignation. Paraeducators must give a two week notice of resignation. Credited Years must equal at least fifteen (15). One (1) Full-Time year (thirty (30) hours or more per week throughout the school year and a minimum of 167 days) equals one (1) Credited Year, and one (1) less than full-time year (less than 30 hours per week and/or less than 167 days per year) equals .75 of a Credited Year. The definition of Full-time paraeducators in this section is related to the total number of student contact days required of paraeducators. If the total number of student contact days change, the district agrees that eligibility for retirement based on Full-time employment shall change to correspond.
- b) An employee shall be eligible to receive as retirement pay upon retirement the amount of unused sick leave days, but in no case more than eighty (80) days, times the hours worked per day, times the daily hourly base rate applicable in the final year of employment with the district. The rate shall be the scheduled hourly rate of pay and will not include additional compensation for extended employment, overtime pay or other extra compensation.
- c) 100% of retirement pay shall be paid by the employer to the retiree's account with the Minnesota Post Retirement Health Care Savings Plan, subject to the laws of the State of Minnesota, Federal Laws, and valid rules, regulation, and orders of the State and Federal government agencies.
- d) Retirement pay provisions will apply only to employees who both (1) were hired prior to July 1, 2017 and (2) does not elect to participate in the School District's Matching Annuity Program described in Section 11.3 during the election period that ends on March 31, 2018.

- e) Retirement pay provisions do not apply to employees hired on after July 1, 2017, who shall only be eligible for the Matching Annuity in Section 11.3. Nor do retirement pay provisions apply to employees hired before July 1, 2017 who elect to participate in the Matching Annuity in Section 11.3 during the election period that ends on March 31, 2018. These two groups of employees shall only be eligible for the Matching Annuity.

Section 11.3 Matching Annuity:

- a) Eligibility. Employees Hired on or After July 1, 2017. Effective no later than July 1, 2017 a full-time employee (as defined in Section 8.1) hired on or after July 1, 2017 may participate in the District's matching annuity program as provided in Minnesota Statutes §356.24, subd. 1(5)(ii).
- b) Eligibility. Employees Hired Before July 1, 2017. Effective no later than July 1, 2017, a full time employee (as defined in Section 8.1) who was hired before July 1, 2017 may elect to participate in the District's matching annuity program as provided in Minnesota Statutes §356.24, subd. 1(5)ii. The employee must make her / his election to participate in the matching annuity program no later than March 31, 2018. If the employee does not make an affirmative election by March 31, 2018, the employee shall not be able to participate in the Matching Annuity program of this Section but shall remain eligible for the benefits of Section 11.2. If the employee makes an affirmative election to participate in the Matching Annuity by March 31, 2018, the employee will no longer be eligible for the benefits of Section 11.2.
- c) District Contribution. The School District shall match an employee's contribution made during each plan year up to the following maximum amounts:

<u>Years of Continuous Services</u>	<u>Maximum District Match</u>
Zero (0) through three (3) years in ISD 278	\$500
Four (4) through nine (9) years in ISD 278	\$700
Ten (10) through fourteen (14) years in ISD 278	\$900
Fifteen (15) through nineteen (19) years in ISD 278	\$1,000
Twenty plus (20+) years in ISD 278	\$1,100

- d) Plan Year. For purposes of this Section a "plan year" is defined as July 1 to June 30.
- e) The District match cannot be accumulated if an employee elects to begin participation after the employee's first year of eligibility.
- f) All provisions of the matching annuity are subject to applicable code provisions of Minnesota Statutes and of the Internal Revenue Code 403(b). Provisions of the matching annuity are not

subject to the Grievance Procedure in Article XV.

- g) The District's maximum lifetime contribution shall be no more than \$25,000.

Section 11.4. Non-Matching 403(b)

All employees are eligible to participate in the District's 403(b) plan regardless of eligibility for a match from the District under Section 11.3.

ARTICLE XII

DISCIPLINE AND DISCHARGE

Section 12.1 Probationary Period

Every new employee shall serve a probationary period of one year from employment date, during which time the School District shall have the unqualified right to discharge such employee without assigning any cause therefore and without recourse to the grievance procedure.

Section 12.2 Discipline and Discharge

The School District may discipline or discharge an employee who has completed the probationary period for just cause. The School District shall notify an employee of the right to have a Union representative present at a disciplinary meeting.

ARTICLE XIII

MANAGEMENT RIGHTS

Section 13.1 Authority of the School District

The laws of the State of Minnesota have vested in the School District the full authority to manage, control and direct the operation of the school district, and to adopt, modify or repeal policies, rules and regulations for the district. All such authority of the School District shall continue unimpaired, except as limited by a specific provision of this Agreement.

Section 13.2 Provisions Contrary to Law

Any portion of this Agreement which violates any provision of the laws of Minnesota or of the United States, or any rules or regulations promulgated thereunder, either now or hereafter, shall be null and void and without force and effect, with the provisions of such laws prevailing. If any provision of this Agreement or the application of any such provision under any circumstances is held invalid, that provision shall be severable and it shall not affect any other provisions of this Agreement or the application of such provision under other circumstances.

## ARTICLE XIV

### PHYSICAL EXAMINATIONS

A physical examination, at the School District's expense, can be requested by the School District if it is felt that health is interfering with job performance. All employees shall also take such tests and provide such reports as to their health e.g. freedom from tuberculosis) as is required by statutes, rules or regulations promulgated by the State of Minnesota or any agency or department thereof.

## ARTICLE XV

### GRIEVANCES AND ARBITRATION

#### Section 15.1 Grievance

A "grievance" is any dispute or disagreement as to the interpretation or application of any term or terms of this Agreement.

#### Section 15.2 First Step

Any employee with a grievance shall take the matter up with the immediate supervisor within ten (10) scheduled working days after the employee knew or should have known of the alleged wrongful interpretation or application of the Agreement. If the parties fail to agree within ten (10) scheduled working days or the immediate supervisor fails to adjust the alleged grievance within ten (10) scheduled working days after the grievance is made, the employee may appeal the grievance to the Second Step.

#### Section 15.3 Second Step

An employee who is not satisfied with the disposition of the grievance at the First Step shall, with the assistance of the Union Steward, file a written statement of the grievance with the Director of Business Services within ten (10) scheduled working days after the employee knew or should have known of the alleged wrongful interpretation or application of the Agreement. The written statement must be dated and signed by the employee and shall set forth the facts and state the provisions of this Agreement alleged to have been violated. The Director of Business Services and the Business Representative shall then attempt to resolve the grievance. If the parties fail to agree or the matter has not been satisfactorily adjusted within ten (10) scheduled working days after the grievance has reached the Second Step, the Union may appeal the grievance to the Third Step.

#### Section 15.4 Third Step

Within ten (10) scheduled working days after the disposition of the grievance at the Second Step, an employee who is not satisfied shall file with the Superintendent a written request for a meeting with the Board of Education regarding the grievance. At its next meeting, the Board of Education shall set a time for a meeting of the employee with the Board, or with a committee or representative of the Board. If the grievance is not satisfactorily resolved as a result of such meeting it shall be submitted to arbitration in accordance with the terms of Section 15.6.

#### Section 15.5 Board of Education Review

The Board of Education reserves the right to review any decision issued under the First or Second Steps of this grievance procedure provided the Board or its representative notifies the Union of its intention to review within ten (10) scheduled working days after the decision has been rendered. In the event that the Board reverses or modifies the decision, the grievance may be submitted to arbitration under Section 15.6.

#### Section 15.6 Submission to Arbitration

The Union may submit to arbitration any grievance which has been properly processed through the Third Step of the formal grievance procedure or which has been reversed or modified by the Board under Section 15.5. The Union must file with the Superintendent a written notice of intention to arbitrate not more than fifteen (15) scheduled working days after the decision by the Board or its representative under Section 15.4 or Section 15.5. The arbitrator will be selected from a panel of arbitrators provided by the Bureau of Mediation Services. The Parties will alternate in the striking of arbitrators until one arbitrator remains to hear the arbitration.

#### Section 15.7 Jurisdiction and Authority of Arbitrator

The Arbitrator shall have jurisdiction only over those grievances which have been properly submitted to arbitration in accordance with the terms of this Agreement. The arbitrator shall have no power to add to or subtract from, or change, modify or amend in any way the terms and conditions of employment set forth in this Agreement; nor shall the arbitrator have any power to decide any issue determined to involve matters of inherent managerial policy. The decision of the arbitrator shall be subject to all the limitations of arbitration decisions set forth in PELRA.

#### Section 15.8 Representation

Any employee, supervisor, or the Board of Education may be represented at any stage of the formal grievance procedure by any person or agent designated by such party to act in the employee's behalf.

#### Section 15.9 Time Limitations

Since it is important that grievances be processed as rapidly as possible, the time limitations specified herein shall be considered as a maximum and every effort will be made to expedite the process. Such time limitations may be extended only by mutual consent. Failure of an employee or the Union to comply with the limitations specified shall constitute a waiver of the grievance. Failure of a supervisor or the Board of Education to act within the time limitations specified shall constitute a denial of the grievance and shall permit the employee or the Union to proceed to the next stage.

## ARTICLE XVI

### NO STRIKES

#### Section 16.1 No Strikes

Both parties recognize the desirability of continuous and uninterrupted operation of the instructional program during the normal school year and the avoidance of disputes which threaten to interfere with such operations. Since the parties have established a comprehensive grievance procedure under which unresolved disputes may be settled by an impartial third party, the parties have removed the basic cause of work interruptions during the period of this contract. The Union accordingly agrees that it will not directly or indirectly, engage in or assist in any strike, pursuant to PELRA.

#### Section 16.2 No Lockouts

The School District also agrees that it will not, during the period of this Contract directly or indirectly engage in or assist in a lockout or any unfair labor practice as defined in the PELRA.

## ARTICLE XVII

### DURATION AND RENEGOTIATION OF AGREEMENT

#### Section 17.1 Term of Agreement

This Agreement shall become effective as of July 1, 2013, and shall continue in full force and effect to and including June 30, 2015, and annually thereafter except as modified in accordance with the provisions of this Article XVII.

#### Section 17.2 Effect of Agreement

Any and all prior agreements, resolutions, practices, policies, rules and regulations regarding terms and conditions of employment, to the extent inconsistent with the provisions of this Agreement, are hereby superseded. All understandings and agreements between the parties are set forth in this Agreement.

#### Section 17.3 Modification

Either party desiring to modify this Agreement must notify the other party in writing at least sixty (60) days but not more than ninety (90) days prior to June 30, 2013, or at least sixty (60) days but more than ninety (90) days prior to June 30 of any year thereafter. Negotiations with respect to proposed modifications may commence at any time after notice of proposed modifications has been given.

#### Section 17.4 Negotiations During Term

Any matters relating to terms and conditions of employment whether or not referred to in this Agreement shall not be open for negotiations during the term of this Agreement except by mutual consent.



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

For:  
SCHOOL SERVICE EMPLOYEES  
Local No. 284

For:  
INDEPENDENT SCHOOL DISTRICT  
No. 278

\_\_\_\_\_  
Union Representative

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Union Steward

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Chief Board Negotiator

Dated \_\_\_\_\_

Dated \_\_\_\_\_

LETTER OF UNDERSTANDING

It is agreed that the District will attempt to notify paraeducators with information regarding job assignments for the next school year by June 30 of the preceding school year.

LOCAL 284

\_\_\_\_\_  
Union Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Steward

\_\_\_\_\_  
Date

ISD 278

\_\_\_\_\_  
Scott Alger  
Executive Director of Human Resources

\_\_\_\_\_  
Date

## LETTER OF UNDERSTANDING

This agreement is entered into by and between the SEIU Local 284, herein referred to as union, representing Paraeducator employees in Orono Schools No. 278, and the Orono Public Schools, hereafter referred to as District.

Whereas, the District and the Union have discussed and reached a mutual agreement.

Whereas, the parties agree that this agreement is not intended to set any precedent for the future.

Whereas, the Union has met and discussed and reached an agreement with the affected paraeducators.

The parties hereby agree to:

The six (6) paraeducators indicated below, whose work year is being reduced from one hundred seventy(170) days or more to less than one hundred seventy (170) days, effective July 1, 2002, would retain their benefits under Article X and Article XI on the same basis as though they continued to be employed for one hundred seventy (170) days. This provision would not apply to any of the indicated six (6) paraeducators should they vacate their existing position, excluding moving from one building to another, in the future for any reason e.g. resignation, termination, retirement, assumption of an alternative position outside of the paraeducator bargaining unit. This provision would also not apply to any successor paraeducator who may replace any of the six (6) paraeducators indicated below. This provision is also subject to change by mutual agreement in any future collective bargaining negotiations between the parties.

The six (6) paraeducators, referred to above, include Brenda Dressel, Jan Marr, Lynette Reuter, Lynda Stahlke, Julie Stieve and Jeanne Truax.

The parties have read the foregoing Letter of Understanding and by signing hereby affirm that they fully understand and agree to its terms and applications.

**For the Union:**

**For the District**

Patricia A. Conley 6-21-02      Neal J. Lawson 6/24/02  
Patricia A. Conley      Date      Neal J. Lawson      Date  
Business Representative      Assistant Superintendent

Kay Marohn 7/3/02  
Kay Marohn      Date  
Co-Steward

Dawn Mooney 7/1/02  
Dawn Mooney      Date  
Co-Steward

Brenda Dressel 6/27/02  
Brenda Dressel      Date

Jan Marr 6/27/02  
Jan Marr      Date

Lyndte Reuter 6/2/02  
Lyndte Reuter

Lynda M. Stahlke 6/27/02  
Lynda Stahlke

Julie A. Stieve 7/3/02  
Julie Stieve

Jeanne M. Truax 7/20/02  
Jeanne Truax

**LETTER OF UNDERSTANDING**

In the event that in the future some paraeducator positions in ISD 278 require certification, the parties agree to open up the contract to negotiate the certification terms at that point in time.

**LOCAL 284**

\_\_\_\_\_  
**Union Representative**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Steward**

\_\_\_\_\_  
**Date**

**ISD 278**

\_\_\_\_\_  
**Scott Alger**  
**Executive Director of Human Resources**

\_\_\_\_\_  
**Date**

MEMORANDUM OF UNDERSTANDING

Whereas, SEIU Local 284 ("Union") and Orono Public Schools (Independent School District 278 or "District") are Parties to a collective bargaining agreement ("Agreement") that covers the terms and conditions of employment of Paraeducators employed by the District; and,

Whereas, the Parties recently concluded negotiations for a successor collective bargaining agreement with a term of July 1, 2021 through June 30, 2023; and,

Whereas, during these negotiations the Parties discussed Article III, Section 3.5 of the Agreement (which addresses the I.E.P. Differential) and its current application; and,

Whereas, during these negotiations the Parties also discussed the interaction between the District's time clock system and employee compensation; and,

Whereas, the Parties agreed to defer further discussion of these two "terms and conditions" of employment to a Labor - Management Committee forum to achieve resolution; now

Therefore, Be It Resolved that the Parties agree to establish a Labor - Management Committee specifically to address Article III, Section 3.5 and to address the District's time clock system's interaction with employee compensation; and,

Be it further resolved that each Party will designate its own representatives to this Committee; and,

Be if further resolved that the first meeting of this committee will occur not later than one week following ratification of the new successor collective bargaining agreement by the School District; and,

Be it further resolved that this Committee is charged with developing procedures that are mutually agreeable to the Parties; and,

Be it further resolved that the Parties may mutually agree to incorporate these procedures into a new Memorandum of Understanding; and,

Be it further resolved that the Parties goal is to complete its work not later than May 15, 2022.

LOCAL 284

\_\_\_\_\_  
Union Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Steward

\_\_\_\_\_  
Date

ISD 278

\_\_\_\_\_  
Scott Alger  
Executive Director of Human Resources

\_\_\_\_\_  
Date