

Independent School District 197
Mendota Heights, Minnesota 55118

Agreement

Between

Independent School District 197

and

Service Employees International Union
Local No. 284

(Instructional Paraprofessionals and Assistants)

2021-2023

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ARTICLE I
PURPOSE

Section 1. Parties: This Agreement, entered into between Independent School District No. 197, West St. Paul, Minnesota, hereinafter referred to as the School District, and Service Employees International Union, Local 284, hereinafter referred to as the Union, pursuant to and in compliance with the PELRA, to provide the terms and conditions of employment for instructional paraprofessionals and assistants during the duration of this Agreement.

ARTICLE II
RECOGNITION OF EXCLUSIVE REPRESENTATIVE

Section 1. Recognition: In accordance with the PELRA, the School District recognizes the Union as the exclusive representative of the instructional paraprofessionals and instructional assistants employed by the School District, which exclusive representative shall have those rights and duties prescribed by PELRA, and as described in the provisions of this Agreement.

Section 2. Appropriate Unit: The Union shall represent all instructional paraprofessionals and instructional assistants employed by the School District who work at least 11 hours per week or 35% of the normal work week for paraprofessional employees and more than 67 days per year, excluding supervisory employees, confidential employees. The normal work week shall be determined by finding the average number of hours worked by the existing employees in the unit.

Section 3. Union Leadership: The School District and the Union agree to continue to work together to allow appointed or elected representatives to a position of leadership in SEIU Local 284, unpaid time away from their workplace in order to represent the membership of their bargaining unit and the School District. This representation furthers the improvement of Labor/Management relations between the Union and the School District and promotes constructive relationships between all public employers and their employees.

Section 4. Union Access to Information: The School District shall make available to the Union a bargaining unit list of employees including name, home address, work hours, work location, position, classification, wage schedule placement, date of employment, and work email addresses. The School District shall inform union representative(s) of all new hires within two weeks of hire.

ARTICLE III
DEFINITIONS

Section 1. School District: Shall mean the School Board or its designated representative.

Section 2. Terms and Conditions of Employment: Shall mean the hours of employment, the compensation therefore, including fringe benefits except retirement contributions or benefits, and the School District's personnel policies affecting the working conditions of the employees. Pursuant to the PELRA, this definition is subject to the provisions of Minn. Stat. § 179A.07.

Section 3. Employee: Shall mean personnel included within the appropriate unit as established by ARTICLE II, Section 2, of this Agreement.

Section 4. Other Terms: Terms not defined in this Agreement shall have those meanings as defined by the PELRA.

ARTICLE IV SCHOOL DISTRICT RIGHTS

Section 1. Inherent Managerial Rights: The Union recognizes that the School District 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 District, its overall budget, utilization of technology, the organizational structure and selection, and direction and number of personnel.

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

Section 3. Effect of Laws, Rules, and Regulations: The Union recognizes the right, obligation, and duty of the School District and its duly designated officials to promulgate rules, regulations, directives, and orders from time to time as deemed necessary by the School District, insofar as such rules, regulations, directives, and orders are not inconsistent with the terms of this Agreement. The Union further recognizes that the School District, all employees covered by this Agreement, and all provisions of this Agreement are subject to applicable laws, rules, and regulations of the State Board of Education and valid rules, regulations, and orders of the State and Federal government agencies. 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. Managerial Rights Not Covered by this Agreement: The foregoing enumeration of School District rights and responsibilities shall not be deemed to exclude other inherent managerial rights and management functions not expressly reserved herein, and all managerial rights and management function not expressly modified in this Agreement are reserved to the School District.

ARTICLE V UNION RIGHTS

Section 1. Request for Dues Check Off: Any employee who is a member of the Union, or who has applied for membership, shall have the right to request and be allowed dues check-off for the Union, provided that dues check-off and the proceeds thereof shall not be allowed the Union if it has lost its right to dues check-off pursuant to the PELRA. Upon receipt of a properly executed authorization from the employee involved, the School District will deduct from the employee's paycheck the dues that the employee has agreed to pay to the Union.

Subd. 1. Union Responsibility: The Union hereby warrants and covenants that it will defend, indemnify, and save the School District harmless from any and all actions, suits, claims, damages, judgments, and executions or other forms of liability, liquidated or unliquidated, which any person may have or claim to have, now or in the future, arising out of or by reason of the deduction of Union dues specified by the Union.

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

Section 3. Right to View: Nothing contained in this Agreement shall be construed to limit, impair, or affect the right of any employee to the expression or communication of a view, grievance, complaint, or opinion on any matter relating to the conditions or compensation of public employment, 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.

ARTICLE VI HOURS OF WORK

Section 1. Work Year: The work year for each position shall be established by the School District and assigned to the employee.

Section 2. Work Week: The normal work week shall be a maximum of five (5) consecutive normal work days in a calendar week.

Subd. 1. Work Day: The normal work day shall be a maximum of eight (8) consecutive hours, excluding a ½ hour unpaid lunch period. Each employee who works at least six (6) hours per day shall be entitled to a ½ hour duty free, unpaid lunch period.

1.1. The number of hours in a normal work day shall be established by the School District.

1.2. A four-hour work schedule includes one 15-minute break. A consecutive six-hour work schedule or more shall include an additional 15-minute break, including stacked positions.

Section 3. Overtime: Work performed under the following conditions shall be considered overtime:

Subd. 1. All work performed in excess of eight (8) hours per normal work day shall be paid at the rate of 1½ times the employee's basic hourly rate.

Subd. 2. All work performed in excess of 40 hours per normal work week shall be paid at the rate of 1½ times the employee's basic hourly rate.

Subd. 3. All work performed on a calendar day established by the School District as a holiday for paraprofessional employees shall be paid at the rate of 1½ times the employee's basic hourly rate.

Section 4. Guarantee: Nothing in this Agreement shall be construed as, and is not a guarantee of any hours of work per normal work day or work week.

Section 5. Notification: Employees, for who, a position is available, will have access to assignment information by July 31 of each year via Skyward access.

Section 6. Conferences: An employee will be compensated to attend student-parent conferences. The compensation may be either salary, compensatory time, or flex-time as determined by the supervisor.

ARTICLE VII POSITION CLASSIFICATION AND COMPENSATION

Section 1. Position Classification: Employees shall be hired for and assigned to the following position classification based upon the qualifications of the individual for the position, as determined by the School District and the definition of the position as set forth in this Section.

Subd. 1. Instructional Assistant: The position of Instructional Assistant is defined as an equated position which requires a degree from a four-year college.

Subd. 2. Support Paraprofessional: The position of Support Paraprofessional is defined as a position assigned to classroom teachers or a department to assist with the instructional process. The positions within this classification include: classroom, computer management, office, I.M.C., district production professionals.

Subd. 3. Supervisory Paraprofessional: The position of Supervisory Paraprofessional is defined as a position assigned to a building or buildings to assist with the general supervision of students throughout the building.

Subd. 4. Special Education Paraprofessional: The position of Special education Paraprofessional is defined as a position assigned to a special education teacher or department to assist with the instructional process in the special education classroom.

Subd. 5. School Age Care Site Supervisor: The position of School Age Care Site Supervisor is defined as a position assigned to the responsibility of day-to-day site operations and direction of paraprofessionals assigned to school age care sites by management.

Section 2. Hourly Rates: The basic hourly rates for Instructional Assistants and paraprofessionals, as designated in Section 1 of this Article shall be as follows:

	Effective	Effective
	July 1, 2021	July 1, 2022
	Step One	Step Two
Subd. 1. SAC Site Supervisor		
First Year of Employment Step 1	\$22.92	\$23.03
Second Year of Employment Step 2	\$25.01	\$25.14
Subd. 2. Instructional Assistant		
First Year of Employment Step 1	\$21.72	\$21.83
Second Year of Employment Step 2	\$23.70	\$23.82
Subd. 3 Support Paraprofessional		
First Year of Employment Step 1	\$15.84	\$15.92
Second Year of Employment Step 2	\$17.43	\$17.52
Subd. 4. Supervisory Paraprofessional		
First Year of Employment Step 1	\$19.87	\$19.97
Second Year of Employment Step 2	\$21.45	\$21.56
Subd. 5. Special Education Paraprofessional		
First Year of Employment Step 1	\$21.77	\$21.88
Second Year of Employment Step 2	\$23.36	\$23.48

If an employee terminates employment in good standing (i.e., gives appropriate notice of resignation under Article XVIII, Section 1, subd. 1 and is not discharged or proposed for discharge) and that employee returns to work for the School District as a paraprofessional within one year, that employee shall be placed at the same salary step at which they were before resignation.

Section 3. Compensation: Compensation shall be based upon an employee's position classification, salary schedule step, and hours worked.

Section 4. Pay Dates: All employees shall be paid in 26 installments to be received every other Friday as scheduled by the School District, unless the employee was being paid in 21 installments as of June 30, 2022. All employees hired on or after July 1, 2022 will be paid in 26 installments.

Section 5. Employment Anniversary Date: Employees hired during the work year shall be assigned a September 1 employment anniversary date (July 1 for employees and hours worked in the summer school age care program). Employees hired on or before December 31 will be assigned to the previous September 1 and employees hired on or after January 1 will be assigned to the subsequent September 1. This section shall apply for the purpose of wage progression only and shall not have application to the establishment of an employee's seniority date.

Section 6. Longevity: In recognition of continuous years of employment, employees will receive a longevity payment, in addition to the rates of Step 2 of the Salary Schedule in accordance with the following:

If placed on Step 2 as of June 30 of any year and if employed for continuous work years prior to July 1 of the same year as per the chart set forth below, then the employee shall receive the longevity pay corresponding with the continuous work years set forth in the chart below. Longevity payment and increases shall be effective July 1 for paraprofessional employees working in the school age care program and effective with the start of the new school year for other paraprofessional employees.

<u>Continuous Work Years</u>	<u>Longevity Pay Rate Per Hour</u>
	Effective July 1, 2021
After 5 continuous work years:	\$.30 per hour
After 10 continuous work years:	\$.50 per hour
After 15 continuous work years:	\$.75 per hour
After 20 continuous work years:	\$1.20 per hour
After 25 continuous work years:	\$2.00 per hour

Section 7. Promotion: Employees who are promoted to a higher paid position classification will be placed on the same pay step in the new position as in the former position.

Section 8. Mileage Rate: Employees who are authorized to use their own automobiles while on official school business will be reimbursed at the rate established by School District policy.

Section 9. Substitutes: The District will pay all paraprofessional employees substituting for another employee at a rate equal to the position filled but not less than the rate of regular pay of said employee.

Subd 1.: School Age Care Support Paraprofessional employees who are asked and agree to take on lead responsibilities due to the morning, afternoon or daily absence of an instructional assistant will be paid \$1.00/hour in addition to their regular support paraprofessional wage for those hours in which they have that responsibility. The School Age Care Coordinators have full discretion regarding whether or not to assign lead responsibilities to a support paraprofessional, to whom those lead responsibilities are assigned as well as what those lead responsibilities involve. A regular site support paraprofessional has first right of refusal before offering to staff from other sites.

Section 10. Combining Jobs: An employee shall have the right to combine two (2) or more positions to a maximum of forty (40) hours per week. Hours that an employee applies for and is qualified to perform cannot conflict with the employee's job, and/or work schedule.

Section 11. Extra compensation: Employees who are proficient in a second language or American Sign Language (ASL) will earn \$0.15 above the stated hourly wage, if proficiency for a second

language or ASL was included in the job description and the employee is currently required to use a second language or ASL on a day-to-day basis.

ARTICLE VIII
GROUP INSURANCE

Section 1. Selection of Carrier: The School District reserves the right to select the insurance carrier and the policy for the group insurance coverage provided for employees.

Section 2. Insurance Anniversary Dates: The anniversary date for the group insurance policies of the School District is July 1 of each year, or as determined by the School District and the insurance carrier on which date changes in coverage and rates will become effective.

Section 3. Group Insurance Participation Eligibility: Effective July 1, 2010, employees must be assigned to positions which are scheduled for a minimum of five (5) hours per day and during at least 34 weeks per year to be eligible to participate in any of the group insurance programs. An employee's scheduled work year shall include the entire block of time an employee is scheduled to hold a position (i.e., an employee who works all year works at least 34 weeks.) Employees who work at least five (5) hours per day during at least 34 weeks per year shall receive the district contribution toward insurance as indicated in the schedule detailed in section four (4) below.

Subd. 1. The District will notify all employees in the paraprofessional bargaining unit of any informational meetings regarding any of the insurances in this Article.

Section 4. Health and Hospitalization:

The School District will contribute to the premium cost of the group health and hospitalization insurance as follows:

Subd. 1. Individual, Two-Party and Dependent Coverage: Effective July 1, 2022, the monthly district contribution toward health and hospitalization insurance benefits for eligible employees will be as follows:

Single	\$788
Two Party	\$1,132
Family	\$1,514

Enrollment in the plan will be accomplished the first day of the month following date of employment; or the effective date of open enrollment thereafter upon completion of all necessary forms. Any additional cost of the premium will be borne by the employee and paid by payroll deduction.

Section 5. Dental Insurance: The School District will contribute on a monthly basis to the premium cost of the group dental insurance as follows:

Subd. 1. Single Coverage: The School District will contribute the sum of not to exceed \$35.00 per month for the **2021-2022** and **2022-2023** fiscal years, or the total cost, whichever is lower, toward the premium cost for individual coverage of each full-time employee employed by the School District who qualifies for and is enrolled in the School District group dental plan.

Enrollment in the plan will be accomplished the first day of the month following date of employment; or the effective date of open enrollment thereafter upon completion of all necessary forms. Any additional cost of the premium will be borne by the employee and paid by payroll deduction.

Section 6. Life Insurance: The School District shall contribute the total premium cost, for \$50,000 of life insurance for each employee employed by the School District who qualifies for coverage under the provisions of Article VIII, Section 3, and is enrolled in the School District group life insurance plan.

Enrollment in the plan will be accomplished the first day of the month following date of employment; or the effective date of open enrollment thereafter upon completion of all necessary forms. Any additional cost of the premium will be borne by the employee and paid by payroll deduction.

Section 7. Long Term Disability: The School District shall contribute a sum equal to .007 times the salary per year or the total premium cost, whichever is lower, toward the premium cost for long-term disability coverage for each employee employed by the School District who qualifies for coverage under provisions of Article VIII, Section 3, and is enrolled in the School District long-term disability plan. Any additional cost of the premium shall be borne by the employee and paid by payroll deduction.

Enrollment in the plan will be accomplished the first day of the month following date of employment; or the effective date of open enrollment thereafter upon completion of all necessary forms. Any additional cost of the premium will be borne by the employee and paid by payroll deduction.

Section 8. Duration of Insurance Contribution: Employees shall be eligible for School District contributions as provided by this Article as long as the employee is employed by the School District. Upon termination of employment, all School District contributions shall cease, effective as of the last day of work for which the employee is paid. Employees who retire from service with the District may continue to be enrolled in District insurance plans at their own expense in accordance with MN Statute § 471.61.

Section 9. Newly Employed: Employees hired during the school year shall have pro-rated contributions established by this Article made on their behalf.

Section 10. Period of Contribution: The School District contributions toward the premiums of the group insurance programs established by this Article will be made for a twelve-month period beginning on July 1 on one calendar year and ending on June 30 of the following calendar year for all employees who are eligible and enrolled in the coverage for which the School District contribution is made.

ARTICLE IX
PAID ABSENCES

Section 1. Paid Absence Eligibility: An employee must be assigned to a position which is scheduled a minimum of 11 hours per work week, and during at least 34 weeks per work year to be eligible for paid absences established by this Article. Both employees who job share a position which otherwise would qualify a single incumbent for paid absences under this Article will be eligible on a pro-rata basis for the paid absence benefits of this Article.

Section 2. Sick Leave:

Subd. 1. All eligible employees shall earn sick leave at the rate of one (1) day for each month of service in the employ of the School District, except that new employees shall earn sick leave at the rate of 1½ days per month during the first four years of employment.

Subd. 2. Employees may accumulate 200 days of sick leave.

Subd. 3. Sick leave with pay shall be allowed by the School District whenever an employee's absence is due to illness or accident which prevented the employee's attendance and performance of duties on that day or days. Regular school year school age care employees are allowed to use accrued sick leave in the summer school age care program as appropriate.

3.1. Absences due to the serious illness of an employee's spouse, child, other domestic partner/permanent member of household, parent, foster parent, spouse's parent, sibling, grandchild, grandparent, or stepparent shall be allowed up to a maximum of 25 days and charged to sick leave.

3.2. An employee may use one (1) day of accumulated sick leave per school year as a snow day or any other emergency by the District or any other government agency/official.

Subd. 4. The School District may require an employee to furnish a medical certificate from the school health officer or from a qualified physician if absent three (3) or more days as to evidence of illness, indicating such absence was due to illness, in order to qualify for sick leave pay. In the event that a medical certificate will be required, the employee will be so advised. However, the final determination as to the eligibility of an employee for sick leave is reserved to the School District.

Subd. 5. Sick leave approved shall be deducted from the accumulated sick leave days earned by the employee.

Subd. 6. Sick leave pay shall be approved only after the employee follows established leave reporting procedures.

Subd 7. School age care employees who are contracted at least 240 days on payroll in a fiscal year shall be eligible to earn sick leave when working the summer school age care program at a rate equal to that rate in which it is earned during the school year (e.g., an employee who works 6 hours a day during the regular school year would earn 1 day of sick leave totaling 6 hours for each month worked but if they then work 8 hours a day during the summer they would earn sick leave at the rate of 8 hours for each day of sick leave). The parties agree that allowing paraprofessionals to earn sick leave during the summer does not make them full-year employees; does not otherwise change their status under the contract; does not change the status of the positions from seasonal, temporary positions to regular position; and does give them the right to any position during the summer.

Section 3. Worker's Compensation:

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

Subd. 2. A deduction shall be made from the employee's accumulated sick leave according to the pro-rata portion of days of sick leave which is used to supplement the Worker's Compensation benefit.

Subd. 3. Such payment shall be paid by the School District to the employee only during the period of disability.

Subd. 4. In no event shall the additional compensation paid to the employee by virtue of sick leave result in the payment of a total daily, weekly, or monthly compensation that exceeds the normal compensation of the employee.

Subd. 5. An employee who is absent from work as a result of an injury compensable under the Worker's Compensation Act, who elects to receive sick leave pursuant to this policy, shall submit evidence of the amount of the benefit to be received to the School District, prior to receiving payment for such absence.

Section 4. Funeral Leave:

Subd. 1. Up to a maximum of five (5) days (per incident) of funeral leave with pay shall be allowed by the School District upon the death of an eligible employee's spouse, child, stepchild or domestic partner/permanent member of household.

Subd. 2. Up to a maximum of three (3) days (per incident) of funeral leave with pay shall be allowed by the School District upon the death of one of the following members of an eligible employee, the employee's spouse's family, domestic partner/permanent member of household: grandchild, parent, foster parent, brother or sister, mother or father-in-law, daughter or son-in-law, sister or brother-in-law, or grandparent.

Subd. 3. Up to a maximum of two (2) days (per incident) of funeral leave with pay shall be allowed by the School District upon the death of one of the following members of an eligible employee, the employee's spouse's family or domestic partner/permanent member of household: aunt, uncle, niece, or nephew.

Section 5. Personal Leave:

Subd. 1. A maximum of three (3) days of absence for personal reasons may be granted an eligible employee during each year with the approval of the superintendent or designee to insure that personal leave does not conflict with program/student needs. This leave will not be deducted from sick leave and will not disqualify an employee from the attendance incentive provided in Subd. 2. A maximum of two (2) unused personal leave days may be carried over to the next year for a maximum balance of five (5) days, excluding the perfect attendance day. Due to the difficulty in covering the absent paraprofessional, personal leave earned but not used by the last day of the regular school year (beyond the two days that may be carried over to the next school year) will be paid out to the paraprofessional employee their regular rate of pay. This benefit will not be paid out to paraprofessional employees who terminate employment prior to the end of the school year.

Subd. 2. An employee achieving 100% attendance the preceding school year will earn one additional personal holiday. An employee who takes no more than two (2) unpaid leave days in a year for religious observances shall not be disqualified from receiving this personal holiday. This is to be earned based on the employee's hours worked last year.

Subd. 3. An employee who normally works year-round in the school age care program will be credited with their personal leave on September 1 as are other paraprofessional employees. These school age care paraprofessionals may use their personal leave anytime during their regular program year, including the summer, with the approval of their supervisor.

Subd. 4. An employee may use up to three (3) personal days per year when school is closed due to weather or any other emergency by the District or any other government agency/official.

Section 6. Jury Duty: An eligible employee called for jury duty will be reimbursed for the difference between the amount paid for such services and their straight time hourly rate for regular scheduled hours of work during the period of service. Employees will turn in their jury duty salary payments to the School District in return for their full paycheck. Employees will report at their regular duties when temporarily excused from attendance at court.

Section 7. Effective January 1, 2013, those employees who have been eligible for paid absence leave in accordance with this article and involuntarily have their hours reduced from 20 hours per week or more to less than 20 hours per week, shall have access to a prorated portion of their sick leave benefit that had previously been accrued. As an example, if an employee had two positions of 3.5 hours per day totaling 7 hours per day and have accumulated 50 hours of sick time and one of the positions is eliminated, leaving a 3.5 hour per day position, the employee would have access to 3.5 hours per day of sick leave to a maximum prorated amount of 25 hours. If the employee is able to increase their hours to twenty or more per week, they would then have access to all of their remaining sick leave time that had been accrued prior to the reduction of hours that made them ineligible under Section 1 of this article. This would not apply to those who voluntarily reduce their hours such as giving up one of the 3.5 hours per day positions. An employee that had previously worked more than 25 hour per week who now voluntarily works less than twenty hours per week would not continue to accrue paid sick leave time.

ARTICLE X HOLIDAYS

Section 1. Number of Holidays: All eligible employees shall receive the following paid holidays which occur during their term of employment:

Labor Day	Presidents' Day
Thanksgiving Day	Memorial Day
Friday following Thanksgiving Day	Christmas Day

Subd. 1. Summer Employees: Independence Day will be a paid holiday for eligible employees. An eligible employee must be scheduled to work the day before or the day after the Independence Day holiday to qualify for that paid holiday.

Subd. 2. If an employee uses a personal day immediately prior to and after a holiday, designated in Article X, Section 1, the day will qualify as paid status and said employee shall qualify for holiday pay.

Section 2. Overtime Credit: In the event that any of the above enumerated holidays fall on a work day, another day shall be observed in lieu thereof.

Section 3. Observance: In the event that any of the above-enumerated holidays fall on a regular work day, Monday through Friday, and employees are not required to work, the holiday shall be considered as a day worked for the purpose of computing overtime. Work performed on a designated holiday shall be paid in accordance with Article VI, Section 3, Subd. 3.

Section 4. Eligibility: An employee must be assigned to a position which is scheduled a minimum of 20 hours per work week and during at least 34 weeks per work year to be eligible for paid holidays established by this Article.

ARTICLE XI VACATION

Section 1. School age care employees who spend at least 240 days on payroll in a fiscal year performing work covered under this Agreement are eligible for vacation. School age care employees will not be penalized in terms of vacation eligibility if they are unable to reach the 240 days due to the program's need to operate at slightly less than 240 days during a year due to issues beyond its control (for example - building construction). Vacation time may be used upon employee request and supervisor approval consistent with the School District's operational needs in the school age care program in which it is earned.

Section 2. On July 1 each year, employees who met the work-day eligibility requirement for the preceding fiscal year will be identified and credited with the appropriate amount of vacation time.

Section 3. Eligible school age care employees receive five (5) days annually of vacation, with time prorated according to the employee's hourly assignment. School age care employees who have worked at least 240 days in the school age care program for at least 4 years since their seniority date, including the last year, will instead earn ten (10) days of vacation. Such days earned must be used within the school age care program. School age care employees who have worked at least 240 days in the school age care program for at least 6 years since their seniority date, including the last year, will instead earn fifteen (15) days of vacation; employees with twelve years of service will earn twenty (20) days of vacation. Such days earned must be used within the school age care program.

Section 4. All eligible employees can carry over up to two (2) weeks of vacation each July 1 to be added to the amount of vacation they are credited with on that July 1. The total carryover allowed cannot exceed twenty (20) times your average daily hours worked.

Section 5. An employee may use up to three (3) vacation days per school year when school is closed due to weather or any other emergency by the District or any other government agency/official.

ARTICLE XII RETIREMENT

Section 1. Retirement Contributions: The School District shall make such contributions to the Public Employees' Retirement Association and to the federal social security program as are required by law.

Section 2. Mandatory Retirement: The provisions of this Section shall be subject to applicable state or federal law.

Section 3. Sick Leave Severance: Employees who have achieved at least 12 consecutive years of service to the district shall receive, upon termination, payment for 50% of their unused, accumulated sick leave. A School Board approved leave of absence does not constitute a break in consecutive years of service for severance eligibility purposes. However, only employees who are on an unpaid leave of absence due to union authorized leave of absence, workers compensation or other medical reasons may earn up to one year of service for severance purposes during their leave. Eligible paraprofessional employees are those hired prior to July 1, 2007 who irrevocably elected severance payments in lieu of the tax-deferred match outlined in Article XIII.

Section 4. As of January 1, 2013, employees who were eligible for Sick Leave Severance prior to a voluntary or involuntary reduction of hours to an amount in which they would no longer be eligible to earn paid time off in accordance with Article IX (below 11 hours per week) and have met the criteria to cash out their sick time, will be allowed to utilize their previously accrued sick leave severance at the time of termination from employment with the district within the guidelines established under Section 3.

ARTICLE XIII TAX DEFERRED MATCHING CONTRIBUTION PLAN

Section 1. Purpose. As an alternative to severance or early retirement pay, effective July 1, 2008, an annual School District contribution shall be payable to an eligible employee's tax-deferred matching contribution plan (hereinafter referred to as "Matching Plan"), subject to the following provisions.

Section 2. Legal Authority. Such plan shall be approved and subject to applicable provisions of Minnesota Statutes and IRS Code Section 403(b) or IRS Code Section 457, and any amendments thereto.

Section 3. Authorization. The School District contribution is not payable unless the employee authorizes a matching salary reduction by August 1 in the amount that the employee is eligible to receive in Section 7 for the same period. The match will be pro-rated over the payroll periods in the year.

Section 4. Eligibility. Eligible paraprofessional employees hired on or after July 1, 2007 and those hired prior to July 1, 2007 who irrevocably elect the match in lieu of the severance payments outlined in Article XII Section 3 by December 31, 2007 must have been actively employed for at least five (5) complete school years in ISD 197 as a regular, paraprofessional employee and be actively employed 4 or more hours per day.

Section 5. Vendors. The School District contribution and matching employee contribution will be made to a company of the employee's choice from the ISD 197 list of eligible tax shelter companies, subject to Section 2 of this Article. It shall be the responsibility of the employee to make all arrangements required by the vendor to insure that proper payment is made by the School District.

Section 6. Participation. Participation in the plan shall be voluntary.

Section 7. School District Contribution. Effective July 1, 2018, the amount of the school district match contribution shall be up to \$600 for each eligible paraprofessional employee who works at least 8 hours per day. Eligible paraprofessional employees who work less than 8 hours per day are eligible for a pro-rata match contribution using the same formula as is described for insurance in Article VIII, Section 3. The lifetime maximum contribution for any employee is \$6,000. The match contribution amount for the year will not be adjusted for employees that change hours after September 15 of each year.

Section 8. Claims Against the School District. The parties agree that any description of benefits contained in this Agreement is intended to be informational only and the management of the contributed funds is the responsibility of the company selected by the employee. It is further understood that the district's only obligation is to make contributions as specified in this Agreement and that no other claim shall be made against the district pursuant to this program.

ARTICLE XIV UNPAID LEAVES OF ABSENCE

Section 1. Leave of Absence Without Pay:

Subd. 1. Upon written request to the School District, an unpaid leave of absence, not to exceed one (1) year, may be granted by the School District. The School District's written permission shall specify the dates of departure and return. The Union shall be supplied copies of the request and permission. The employee's seniority, up to the date of departure, shall be maintained, but there shall be no accrual of seniority during an unpaid leave of absence.

Subd. 2. An employee on an approved unpaid leave of absence 30 days or less shall be reinstated to their former position. If the leave is for a period beyond 30 days, the employee shall be returned to their former position or to a position of like classification and pay.

Subd. 3. An employee on an approved unpaid leave of absence may participate in the group insurance programs established by Article VIII, for which the employee is eligible, by paying 100% of the premium cost in advance each month. Participation in the group insurance coverage will terminate no later than as of the expiration of the approved unpaid leave of absence.

Section 2. Leave of Absence for Disability:

Subd. 1. Duration: Employees who incur a disabling injury or illness, which prevents them from performing their job duties and responsibilities, will be granted a leave of absence for disability without pay for up to twelve (12) months from the date of expiration of sick leave or from the date of income protection benefit eligibility, whichever occurs first.

Subd. 2. Extension of Leave: A leave of absence for disability will not be extended beyond twelve (12) months unless there is positive evidence supported by medical opinion that the employee will be able to return to full-time active employment within a reasonable period of time.

Subd. 3. Insurance Participation: An employee on leave of absence for disability may participate in the group insurance coverage provided in this Agreement for which the employee is qualified by paying 100% of the premium cost in advance each month.

Subd. 4. Termination: At the expiration of the twelve-month leave of absence for disability, the employee's employment will be terminated if the disability still exists and the leave has not been extended.

Section 3. Unpaid Maternity Leave of Absence: The School District shall grant an unpaid maternity leave of absence in accordance with and subject to the conditions of applicable law to employees who request an unpaid maternity leave of absence in writing.

Section 4. Insurance Eligibility: An eligible paraprofessional on an approved leave of absence which is covered under the Family and Medical Leave Act may participate, for a period not to exceed twelve weeks, in the group insurance coverage provided in this Agreement under the same conditions as if the employee had continued in continuous employment during the duration of the leave.

ARTICLE XV
PROBATIONARY PERIOD AND SENIORITY

Section 1. Probationary Period: All new employees shall serve a probationary period for the first six (6) months of employment. During the probationary period, the employee may be terminated at the sole discretion of the School District. In all other respects, this Agreement shall apply to all employees unless specifically provided to the contrary.

Section 2. Seniority: An employee who is continued on the payroll after completing the probationary period of employment shall be placed on the seniority list as of the most recent date of employment.

Section 3. Publication of List: Each year, on or before November 15, the School District will provide an updated version of the paraprofessional seniority list. A copy of the list will be provided

to each Union steward, as well as to a representative designated by the Union in each of the School District work sites.

ARTICLE XVI
JOB POSTING

Section 1. Intention: It is the intention of the School District to fill job vacancies from within the School District before hiring new employees, provided employees are available with the relevant qualifications and abilities, as determined by the School District, to fill the position.

Section 2. Posting of Vacancies: When a job position covered by this Agreement is vacant, the vacancy will be posted for bid. If there is an employee on layoff from this bargaining unit at the time of the posting, the School District will mail the posting to any employee on layoff. All employees covered by this Agreement are eligible to bid. The posting of the vacancy shall contain an adequate description of the job duties, the rate of pay, and shall be posted for five working days or six working days when the first day is a Monday.

Section 3. Filling Vacancies: In filling a vacant position, the seniority of qualified bidders shall be considered and applied. Provided that where, in the judgment of the School District, there is a relevant difference in the qualifications and/or abilities of employees bidding, seniority shall not be the deciding factor. Employees who are not selected may request within five (5) working days of decision a response as to why they were not selected. A response (written or meeting) shall be given within ten (10) working days.

Section 4. Union Notice: Copies of all posted vacancies shall be furnished to the Union steward. A written notice of the name of the person to whom the position was awarded shall be emailed to the Union, and the Union steward(s).

Section 5. New Position:

Subd. 1. In the event the School District creates a new job position within the appropriate unit that is not covered by the position classification structure in this Agreement, prior to establishing the position, the School District shall indicate to the Union the classification and wage rate of the position.

Subd. 2. All positions shall be bid in accordance with Section 1 and all employees covered by this Agreement shall be eligible to bid on such positions.

Section 6. Training: District shall train all newly hired staff in required job-related training within the first six months of employment. Required training will be determined by Administration.

ARTICLE XVII
DISCIPLINE

Section 1. Discipline for Just Cause: The School District shall have the right to discipline employees for just cause:

Subd. 1. Disciplinary actions by the School District shall include only the following:

- 1.1. Oral reprimand which shall be documented.
- 1.2. Written reprimand.
- 1.3. Suspension.
- 1.4. Discharge.

Subd. 2. Employees who are to be discharged shall be notified in writing of such action together with a statement of the reason(s) for discharge.

Section 2. Grievance Procedure: A written reprimand, suspension, or discharge of an employee may be processed through the procedures of Article XX (Grievance Procedures).

Section 3. Summer Employment: Employees who are employed by the District at times not included in the standard school year, such as during the summer months, who are also members of this bargaining unit shall be covered by the provisions of this Article and, by reference, the grievance procedure, as it relates to discipline.

ARTICLE XVIII
SEPARATION FROM EMPLOYMENT

Section 1. Basis for Separation: An employee shall be considered separated from employment based on the following actions:

Subd. 1. Resignation: Employees resigning from employment shall give written notice of resignation at least 14 calendar days prior to the effective date of their resignation.

Subd.2. Retirement: As provided by Article XII.

Subd. 3. Discharge: As provided by Article XVII.

Subd. 4. Failure to Report to Work: Employees who fail to report for work for three (3) consecutive work days, without notifying their supervisor, may be considered by the School District to have resigned.

Subd. 5. Failure to Return from a Leave of Absence: Employees who fail to return to duty at the expiration of an approved leave of absence shall be considered by the School District to have resigned.

Subd. 6. Termination During Probationary Period: As provided by Article XIV.

ARTICLE XIX
LAYOFF AND RECALL

Section 1. Lay-off: If, in the judgment of the School District, it is necessary to reduce the work force, an employee within the affected position classification will be laid off first, but may bump into a vacant position or replace an employee in the same or lower pay position classification with less seniority in accordance with the provisions in section 3, provided the employee has the qualifications to satisfactorily perform the vacant position or the position of the bumped employee and has greater seniority. Employees who are displaced from a position as a result of the bump-back procedure may fill a vacant position or replace an employee having less seniority in the same or lower position classification, provided such employee has the necessary qualifications and seniority in accordance with the provisions in section 3.

Subd. 1. Employees laid off shall be placed on a recall list for a period of up to two (2) years.

Subd. 2. The School District, upon rehiring, shall do so in inverse order of lay-off, provided that such employee has the relevant qualifications and abilities for the position, as determined by the School District.

Section 2. Reduction of Work Hours: An employee whose hours have been reduced by 20% or more shall have the right to the bumping procedures as defined in Section 1 and 3 of this Article.

Section 3. An employee placed on layoff status as a result of job elimination, qualifying hour reduction, or reduction in the work force shall have the option of accepting a vacant position or employing the bumping procedure as provided below:

Subd. 1. An employee whose job has been eliminated may choose to be placed in a vacant position provided both (a) the vacant position is paid at the same or lower rate of pay as the employee's original position and; (b) the vacant position is of weekly hours that are not greater than 130% of the employee's original hours and provided s/he is qualified for the vacant position.

Subd. 2. If no appropriate vacancies (as described above) are available or if the employee declines a vacant position described above, the employee may displace any less senior employee within the same or lower pay classification, provided s/he is qualified for the position sought. An employee may displace a less senior employee who holds a greater number of weekly hours provided the number of weekly hours of the sought position does not exceed 130% of the employee's original weekly hours. An employee who is bumping

may elect to bypass positions that are lower than the employee's original pay classification or a position in which the hours are less than 80% of the hours of the employee's previous position.

Subd. 3. An employee whose job is eliminated or reduced in hours by a qualifying amount during the school year shall be eligible for qualifying vacant positions or to begin the bumping procedure immediately. Employees whose positions are eliminated or reduced at the end of the school year shall be placed on layoff status and shall be mailed a listing of available positions on or about August 1. The bumping procedure shall begin two to four weeks prior to the beginning of school, if necessary. To the extent known, the school district will notify employees prior to the end of the school year if their position will be reduced or eliminated for the next school year. The union steward(s) will be notified by the School District with the names of any paraprofessional employees whose jobs are eliminated or have reduced hours of a qualifying amount as described herein.

Subd. 4. If no position exists for an employee to bump into the employee shall retain layoff status for a period of two (2) years from date of layoff. The employee may decline a vacant position if the position is of less pay than the employee's original position, if the hours of the vacant position conflict with the hours of another position the employee holds in the District, or if the vacant position is of hours that are less than 80% of the employee's original position. An employee shall be eligible for recall into a position of hours that are up to, but not greater than 130% of the employee's original hours. An employee who declines a vacant position or declines to bump into a position that is in the same pay category and is between 80 and 130% of the employee's former hours or who remains on layoff status for over 2 years shall be terminated.

Subd. 5. The right of recall does not supersede the right of all employees to bid on vacant positions as described in Article XV, Section 2.

ARTICLE XX GRIEVANCE PROCEDURE

Section 1. Grievance Definition: A "grievance" shall be defined as an allegation by either of the parties to this Agreement or an employee which results from a dispute as to the interpretation or application of this Agreement.

Section 2. Representative: Either party to this Agreement may be represented during any step of the procedure by any person or agent designated by such party to act on their behalf.

Section 3. Definitions and Interpretations:

Subd. 1. Extension: Time limits specified in this Article may extended by mutual Agreement between the Union and the School District.

Subd. 2. Days: Reference to days regarding time periods in this procedure shall refer to calendar days.

Subd. 3. Computation of Time: In computing any period of time prescribed or allowed in this Article, the date of the act, event, or default for which the designated period of time begins to run, shall not be included. The last day of the period so computed shall be counted. The date of the act, event, or default shall be that date upon which the grievant knew or should have known of the events or conditions on which it is based.

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

Section 4. Rules: The following rules shall apply to the processing of all grievances:

Subd. 1. Time Limitation on Waiver:

1.1. A grievance shall not be valid unless the grievance is submitted in writing to the Superintendent setting forth the facts of the grievance, the specific provisions of the Agreement allegedly violated, and the relief requested, within 15 days from the date of the alleged grievance occurred. Failure to file within the 15-day period shall constitute a waiver of the grievance.

1.2. Failure to appeal a grievance from one level to another within the time periods provided shall constitute a waiver of the grievance.

1.3. The time periods indicated at each step of the grievance procedure shall be considered a maximum and every effort shall be made to expedite the grievance process.

1.4. The time periods indicated at each step of the grievance procedure may be extended by mutual written consent.

1.5. Failure of the School District to respond within the time periods indicated at each step of the grievance procedure shall constitute a denial of the grievance and may be appealed to the next step.

Subd. 2. Lost Time: Any loss of time by the grieving employee(s) or a representative to attend an arbitration hearing provided by Section 6 of this Article shall not be compensated by the School District.

Subd. 3. Confidentiality: Both parties to this Agreement agree that the grievance procedure proceedings will be kept as confidential as possible.

Section 5. Procedure: Grievance as defined in Section 1 of this Article shall be resolved in the following manner. The steps set forth must be followed in the order listed and within the time limits prescribed.

Step 1. The grievance shall be orally presented to the employee's Principal/Supervisor within ten (10) days of its occurrence or within ten (10) days from the date the employee should have known of the alleged violation. No resolution of a grievance in Step 1 shall be in violation of this Agreement. Within ten (10) days of the meeting with the employee, the Principal/Supervisor shall respond orally stating the Principal's/Supervisor's position concerning the grievance. If the grievance is unresolved in Step 1, it may be appealed to Step 2. A grievance to be appealed to Step 2 shall be reduced to writing stating the circumstances surrounding the grievance, the specific portions of the Agreement allegedly violated, and the relief requested, within ten (10) days of the Principal's Step 1 verbal response to the grievance.

Step 2. Upon the proper appeal of a Step 1 grievance, the Superintendent shall meet with the employee(s) and the Union business representative within ten (10) days of receiving the appeal, in an attempt to resolve the grievance. Within ten (10) days of the meeting with the employee(s) and the Union business representative, the Superintendent shall respond in writing stating the School District's Step 2 position concerning the grievance. If the grievance remains unresolved, it may be appealed to arbitration. A grievance to be appealed to arbitration must be appealed in writing within fourteen (14) days of the Superintendent's Step 2 response.

Section 6. Arbitration: Upon proper appeal, a Step 3 grievance shall be submitted to arbitration in accordance with the following provisions:

Subd. 1. The appeal of a grievance to arbitration must be made in writing within fourteen (14) days of the Superintendent's Step 2 response.

Subd. 2. Prior Procedure Required: No grievance shall be appealed to arbitration which has not first been duly processed in accordance with the grievance procedure, unless mutually agreed upon by the School District and the Union to waive an intervening step or steps.

Subd. 3. Selection of Arbitrator: Upon the proper submission of a grievance under the terms of this procedure, the parties shall, within fourteen (14) days after the written request to arbitrate, attempt to agree on the selection of an arbitrator. If no Agreement on an arbitrator is reached, either party may request the Bureau of Mediation Services to submit a list of arbitrators providing such request is made within twenty (20) days after request for arbitration. The failure to request a list of arbitrators from the Bureau of Mediation Services within the twenty (20) day time period shall constitute a waiver of the grievance.

Subd. 4. Hearing: The grievance shall be heard by the selected arbitrator and both parties may be represented by such person or persons as they may choose and designate. The parties shall have the right to a hearing, at which time they will have the opportunity to

submit evidence, offer testimony and make oral or written argument relating to the issue or issues before the arbitrator.

Subd. 5. Decision: The decision by the arbitrator shall be rendered in writing within 30 days after the close of the hearing. In cases properly before the arbitrator, the decision shall be final and binding on the School District, Union, and the employee(s), subject however, to the provisions of the PELRA of 1971, as amended.

Subd. 6. Expenses: Each party shall bear its own expenses in connection with arbitration including expenses relating to its representatives, witnesses, and any other expenses which the party incurs in connection with presenting its case in arbitration. A transcript or recording shall be made of the hearing at the request of either party. The parties shall share equally fees and expenses of the arbitrator, the cost of the transcript or recording if requested by both parties, and any other expenses which the parties mutually agree are necessary for the conduct of the arbitration.

Subd. 7. Jurisdiction: The arbitrator shall have the jurisdiction over disputes or disagreements relating to grievances properly before the arbitrator pursuant to the terms of this procedure, subject to the terms of PELRA of 1971, as amended. The arbitrator shall be without authority to add to, delete, or modify this Agreement in any way. The decision of the arbitrator shall be confined to the written grievance and shall be subject to the terms of this Agreement.

ARTICLE XXI DURATION

Section 1. Terms and Re-opening of Negotiations: This Agreement shall remain in full force and effect for a period commencing on July 1, 2021, except as specifically provided otherwise herein, through June 30, 2023, and thereafter until modifications are made pursuant to the PELRA of 1971, as amended. If either party desires to terminate or amend this Agreement at its expiration, it shall give written notice of such intent no later than May 1, 2023. Unless otherwise mutually agreed, the parties shall not commence negotiations more than 90 calendar days prior to the expiration of this Agreement.

Section 2. Effect: This Agreement constitutes the full and complete Agreement between the School District and the Union as the exclusive representatives of the employees. The provisions herein relating to the terms and conditions of employment supersedes any and all prior Agreement, resolutions, practices, School District policies, rules or regulations concerning the terms and conditions of employment inconsistent with these provisions.

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

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

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

FOR:

Service Employees International Union
Local No. 284

Business Representative

Steward

Steward

Steward

FOR:

Independent School District 197

By: _____
Its: Chair

By: _____
Its: Clerk

Dated: _____ 2022.

Dated: _____ 2022.

ADMINISTRATIVE PROCESS FOR PRORATING HEALTH INSURANCE CONTRIBUTION

The School District will prorate certain health insurance premiums, applying the following:

1. **EFFECTIVE DATES.** Effective upon full ratification of the 2019-2021 contract for the paraprofessional unit, this process will be used by the School District.

2. **CURRENT UNIT.** The term, “current unit,” means of the P.E.L.R.A. bargaining unit in which a part-time employee who works within two bargaining units as part of the employee’s regularly-assigned duties has the greater number of hours.

3. **APPLICATION.** This process will apply only to the part-time employee(s):

3.1. Who either is in the Child Nutrition Unit, Transportation Unit or the Paraprofessional Unit as the “current unit.” All other employees are excluded from this process.

3.2. Who continuously meets the eligibility criteria for health insurance premium contribution from the School District in accordance with the terms of the collective bargaining agreement (CBA) within the employee’s “current unit.” An employee who does not continuously maintain health insurance eligibility will be removed immediately from the benefit of this process.

4. **INITIAL DETERMINATION.** Effective upon full ratification of the 2019-2021 contract for the paraprofessional unit, effective July 1, 2019, and once again on September 1, 2020, the School District will determine those individuals who will be covered by this process.

5. **STACKING OF HOURS.** The School District will add together the employee’s hours in the “current unit” with “other hours.” The term, “other hours,” means work hours assigned in accordance with the School District’s regular process for the assignment of duties so long as the “other hours” are less than the number of hours assigned to the employee within the “current unit.”

6. **CALCULATION.** The total number of hours as determined in paragraph 5 will be used to determine the percentage of the School District’s health insurance contribution, using the proration provision of the employee’s “current unit” CBA.

7. **SUMMER MONTHS.** An employee who remains continuously employed and eligible under this process will receive the School District’s pro rata contribution toward the health insurance premium during the months of July and August.

MEMORANDUM OF AGREEMENT

This Agreement is entered into by and between Local 284, Service Employee’s International Union (SEIU), and Independent School District 197 for the purpose of eliminating grievances regarding the School District’s Administrative Process for Prorating Health Insurance Contribution.

The parties agree that any decision, application, interpretation, or calculation of the School District of its Administrative Process for Prorating Health Insurance Contribution will not be subject to challenge for review through the Grievance Procedures contained in the collective bargaining agreements between the parties.

FOR:

Service Employees International Union
Local No. 284

FOR:

Independent School District 197

Business Representative

Director of Human Resources

Steward

Steward

Steward

Dated: _____ 2022. Dated: _____ 2022.

FOR:

Service Employees International Union
Local No. 284

Business Representative

Steward

Steward

Steward

FOR:

Independent School District 197

Director of Human Resources

Dated: _____ 2022. Dated: _____ 2022.