LABOR AGREEMENT

INDEPENDENT SCHOOL DISTRICT NO. 347
WILLMAR, MINNESOTA

and

LOCAL UNION NO. 559
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO

Liaisons
&
Bilingual/Bicultural Staff

2024-2025 & 2025-2026

TABLE OF CONTENTS

Article I:	Recognition	3
Article II:	School District Rights	3
Article III:	Terms & Conditions	3
Article IV:	Dues Check-Off	3
Article V:	Fair Share	4
Article VI:	Hours of Service	4
Article VII:	Leaves of Absence	
	♦ Sick Leave	6
	♦ Personal Leave	6
	♦ Bereavement Leave	7
	♦ Unpaid Leaves of Absence	8
	♦ Other Leaves/Worker's Compensation	9
	♦ Reinstatement After Leave	11
Article VIII:	Rates of Pay	11
Article IX:	Seniority	11
Article X:	Vacancies	13
Article XI:	Resignations	14
Article XII:	School Closings	14
Article XIII:	Group Insurances	15
Article XIV:	403B Matching Contribution Plan	17
Article XV:	Due Process Rights	17
Article XVI:	Probationary Period	17
Article XVII:	Grievance Procedure	18
Article XVIII:	Job Training and Career Development	19
Article XIX:	Miscellaneous	19
Article XX:	Savings Clause	20
Article XXI:	Duration	20

Appendix A (Salary & Longevity Schedules) 22

LABOR AGREEMENT

Independent School District No. 347
Willmar, Minnesota
And
Local 559, AFSCME, AFL-CIO

This Agreement is entered into, by and between Independent School District No. 347, hereinafter called the School District, and Local No. 559, affiliated with the American Federation of State, County, and Municipal Employees, AFL-CIO, hereinafter called the Union.

ARTICLE I – RECOGNITION

The School District hereby recognizes the Union as the formal and exclusive bargaining agent for all Cultural Liaisons, Bilingual Paraprofessional and Interpreters employees of Independent School District No. 347, Willmar, Minnesota, whose employment service exceeds the lessor of 14 hours per week or 35 percent of the normal work week and more than 67 days per year, excluding supervisory and confidential employees. The school district recognizes MN Statute 179A.07.

ARTICLE II – SCHOOL DISTRICT RIGHTS

The School District retains the full, unrestricted right to operate and manage all staff, facilities, and equipment; to establish functions and programs; to set and amend budgets; to determine the utilization of technology; to establish and modify organizational structure; to select, direct and determine the number of personnel; to establish work schedules, and to perform any inherent managerial function not specifically limited by this Agreement.

ARTICLE III TERMS & CONDITIONS

Terms and Conditions of Employment shall mean the hours of employment and the compensation for these hours of employment, including fringe benefits, and the School District personnel policies affecting the working conditions of employees, but does not mean educational policies of the School District or retirement contributions or benefits.

ARTICLE IV DUES CHECK-OFF/FAIR SHARE

In recognition of the Union as the Exclusive Representative, the Employer shall deduct each pay period an amount sufficient to provide the payment of regular dues established by the Union from the wages of all employees authorizing in writing such deductions.

The Union shall provide the formula or schedule to calculate the actual dues deduction to the employer

and will provide a spreadsheet that can be used to calculate the actual dues, which may include a set amount for local assessments but should not be misconstrued to be a PAC, in an electronic format. The employer shall remit such deductions to AFSCME Council 65, 3335 West St. Germain Street, Suite 107, St. Cloud, MN 56301with a list of names of the employees from whose wages deductions were made along with other pertinent employee information necessary for the collection and administration of union dues.

The employer shall deduct an agency fee or fair share fee in accordance with the applicable terms of Minnesota Statutes, Section 179A.06, Subd.3.

ARTICLE V - FAIR SHARE

Section 1. Dues Check-Off:
In recognition of the Union as the Exclusive Representative, the Employer shall deduct each pay period an amount sufficient to provide the payment of regular dues established by the Union from the wages of all employees authorizing in writing such deductions.

The Union shall provide the formula or schedule to calculate the actual dues deduction to the employer and will provide a spreadsheet that can be used to calculate the dues in an electronic format and transmit pertinent employee information necessary for the collection and administration of union dues. The employer shall remit such deductions to AFSCME Council 65.

Section 2. Fair Share: In the event federal law changes, or the Janus Supreme Court decision is reversed, any present or future employee who is not a Union member and who does not make application for membership shall, as a condition of employment, pay to the Union each month a service charge as a contribution toward the administration of this Agreement, in an amount certified by the Union.

The Union agrees to indemnify and to hold the school district harmless against any and all claims that may arise regarding the application of this article.

ARTICLE VI – HOURS OF SERVICE

Section 1. – Hours of Service: To be considered a full-time employee, the employee shall be employed for a minimum of 35 hours per week, exclusive of lunch.

Section 2. – Shifts and Starting Time: All employees will be assigned starting times and shifts as by their principal or supervisor. Any changes in the permanent schedule shall be preceded by a minimum of two (2) weeks' notice or a lesser amount of time as mutually agreed upon between the employee and the District.

Section 3. – Lunch Period and Breaks:
Subdivision 1. All employees working four (4) hours or more per day shall be provided fifteen (15) minute rest periods during each one-half shift. The rest periods shall be scheduled in conjunction with the employee and the supervisor or at the middle of each one-half shift whenever feasible.

Subdivision 2. A six hour shift will consist of two fifteen minute paid breaks and a thirty minute unpaid lunch, for a total of six and one-half hours on site.

Subdivision 3. All employees working 5 hours or more per day with single site schedules shall be provided an unpaid, duty free lunch period of thirty (30) minutes, around the middle of the day.

Subdivision 4. Upon agreement of the employee and their supervisor breaks may be combined.

Subdivision 5. Positions involving multiple sites may utilize a duty free lunch period of no more than 60 minutes as determined by the Building Administrators in conjunction with the Director of Human Resources.

Section 4. In Service Training: When deemed necessary by the School District appropriate training sessions may be provided for employees at full pay. The School District will attempt to provide consistency throughout the district by providing all Liaisons and Paraprofessionals with one day of in-service per year.
Note: In-Service concerns will be dealt with through meet and confer.

Section 5. Absence: If an employee is unable to report to work, the employee will contact the Automatic Substitute Calling System whenever possible 1hour prior to the building start time. and select the appropriate reason for their absence. If unable to contact the Automatic Substitute Calling System, the employee must call the building office and speak with a building leader or secretary to report their absence.

Section 6. Overtime Pay: Employees will be paid overtime at a rate of one and one half times their regular pay, for any time worked beyond forty (40) hours in a week. All overtime must be authorized by the employee's supervisor or an Administrator.

Section 7. Double Pay: All overtime worked on Sunday shall be paid at the rate of double time.

Section 8. Call Back: Employees called back to work after completing their regular work shifts and vacating the premises, excluding Sundays and Holidays, shall be paid at the rate of time and one-half, with a minimum of two (2) hours. A callback on a Sunday or Holiday shall be paid at double time (2x) rates, with a minimum of two (2) hours. If the call back works assignment and the employee's regularly scheduled shift overlap, the employee shall be paid the callback time rate of one and one-half until he/she completes two (2) hours of work. The employee shall be paid for the balance of his/her regular work shift at the regular rate.

Section 9. Conferences, Open Houses, and Registration Events: Employees are required and assigned to work these events in their buildings each school year. Cultural Liaisons will be paid their regular rate of pay (the time counts toward overtime) for these events. Bilingual paraprofessionals will be paid their regular rate of pay or the Bilingual Interpreter rate of pay (the time counts toward overtime), whichever is greater, for these events. Employees agreeing to work these and other requested events in their regularly assigned building or a building they are not regularly assigned to work, will receive the same rates of pay stated in this Section.

ARTICLE VII – LEAVES OF ABSENCE

Section 1. Sick Leave

Subdivision 1. All employees shall earn sick leave at the rate of 1.33 days per month during the school year for a total of 12 days for each year of service in the employ of the School District. Sick leave shall be pro-rated for part-time employees and shall accumulate on a pro-rata basis.

Subdivision 2. Unused sick leave days may accumulate to a maximum credit of 180 days of sick leave per employee. Sick leave pay shall cease when the income disability protection insurance plan becomes operative after 120 calendar days. Only employees with 30 hours or more per week on contract are entitled to income disability protection (regulations of the insurance company).

Subdivision 3. Sick leave with pay shall be allowed whenever an employee's absence is found to have been due to illness and/or injury, which prevented his/her attendance at school and performance of duties on that day or days. Except as provided below, sick leave is for the individual employee only. An employee may utilize sick leave for illness or injury in the immediate family. For the purpose of this section, immediate family shall include spouse, children (not covered by statute), children-in-law, and parents of the employee.

Subdivision 4. The School District may require an employee to furnish a medical certificate from a qualified physician as evidence of illness, indicating such absence was due to illness, in order to qualify for leave pay; however, the final determination as to eligibility of an employee for sick leave is reserved to the School District.

Subdivision 5. In the event that a medical certificate is be required, an employee will be so advised within a reasonable time.

***Subdivision* 6.** Sick leave allowed should be deducted from accrued sick leave days earned by the employee.

***Subdivision* 7.** Sick leave pay shall be approved through procedures carried out at the District Office.

***Subdivision* 8.** Employees who are absent because of illness or disability shall notify their Supervisor or Building Principal using the Absence Management system unless otherwise directed.

***Subdivision* 9.** At the time an employee receives long-term disability compensation as provided in this Agreement, such employee shall no longer be eligible for any sick leave pay pursuant to this section as long as such employee continues on long-term disability compensation.
Sick leave of no less than 160 hours in any 12 month period will be allowed for the illness of or injury to any member of the family as per M.S. 181.9413.

Section 2. Personal Leave

***Subdivision* 1.** Each full-time employee of the School District shall be granted two days of personal leave per school year. Regularly scheduled part-time employees shall be granted personal leave on a

pro-rata basis. Personal leave is a privilege accorded to those with problems that necessitate their absence from school.

***Subdivision* 2.** Employees shall be allowed to carry over one day of unused personal leave into the succeeding school year. Such carried-over, unused personal leave shall not exceed one day.

Subdivision 3. Beginning with the 10th year of employment, an employee shall be granted three (3) days of personal leave with a carryover of unused personal leave to five (5) days.

Subdivision 4. Requests for personal leave must be made using the current district process.

Subdivision 5. Personal leave is non-accumulative and is not subtracted from sick leave.

Subdivision 6. Personal leave **shall not** be granted for the day preceding or the day following holidays or vacations, or for the first and last day of the school year. Exceptions may be granted for unusual and unavoidable circumstances.

Section 3. Bereavement Leave:

Bereavement leave shall be granted to an employee in the event of a death using the list below with the corresponding number of leave days. Part time employees are eligible for this benefit on a pro rata basis. (Note: step relationships are irrevocable)

Subdivision 1._Up to five (5) days (can be non-consecutive) will be granted for those listed in this subdivision.

- spouse
- parent (step), former guardian
- child (step), present or former legal dependent
- mother-in -law (step), father-in-law (step)
- sibling (step)
- son-in-law (step), daughter-in-law (step)

Subdivision 2._Up to two (2) days (can be non-consecutive) will be granted for those listed in this subdivision. In the event an employee is in charge of funeral arrangements a maximum of five (5) days (37.5 hours) of leave shall be granted.

- grandchild (step)
- grandparent (step) of employee and spouse
- brother-in-law (step), sister-in-law (step)

Subdivision 3._One (1) day of bereavement will be deducted from sick leave for those listed in this subdivision. In the event an employee is in charge of funeral arrangements a maximum of five (5) days (37.5 hours) of bereavement leave (not deducted from sick leave) shall be granted.

- nephew, niece, uncle, aunt
- spouse of brother-in-law (step), spouse of sister-in-law (step)
- ex-spouse

Subdivision 4._In the event an employee is in charge of funeral arrangements for death of a person not

listed above, a maximum of three (3) days (22.5 hours) of bereavement leave shall be granted.

Section 4. Child Care Leave and Adoption Leave

Subdivision 1. A child care leave may be granted by the School District, subject to the provisions of this section, to one (1) parent of a child, provided such parent is caring for the child on a full-time basis.

Subdivision 2. An employee making application for child care leave shall inform the Director of Human Resources in writing of intention to take the leave at least three (3) calendar months before commencement of the intended leave.

Subdivision 3. If the reason for the childcare leave is occasioned by pregnancy, an employee may utilize sick leave pursuant to the sick leave provisions of this Agreement during a period of physical disability. However, an employee shall not be eligible for sick leave during a period of time covered by a childcare leave. A pregnant employee will also provide at the time of the leave application, a statement from her physician indicating the expected date of delivery.

Subdivision 4. The School District may adjust the proposed beginning or ending date of a child care leave so that the dates of the leave are coincident with some natural break in the school year - i.e., winter vacation, spring vacation, semester break or quarter break, end of a grading period, end of the school year, or the like. The availability of a substitute employee may also be considered by the School District in the granting of a childcare leave or the duration thereof.

Subdivision 5. In making determination concerning the commencement and duration of a childcare leave, the School District shall not, in any event, be required to:

-Grant any leave more than twenty-four (24) months in duration.

-Permit the employee to return to his or her employment prior to the date designated in the request for child is leave.

Subdivision 6. An employee returning from childcare and adoption leave shall be re-employed in her/his former position if it still exists.

Subdivision 7. Failure of the employee to return pursuant to the date determined under this section shall constitute grounds for termination unless the School District and the employee agree to an extension in the leave.

Subdivision 8. The parties agree that the applicable periods of probation for employees as set forth in Minnesota Statutes are intended to be periods of actual service enabling' the School District to have opportunity to evaluate an employee's performance. The parties agree, therefore, that periods of time for which the employee is on child care leave shall not be counted in determining the completion of the probationary period.

Subdivision 9. An employee who returns from child care leave within the provisions of this section shall retain all previous experience credit for pay purposes and any unused leave time accumulated under the provisions of this Agreement at the commencement of the beginning of the leave. An employee shall not accrue additional experience credit for pay purposes and leave time during the

period of absence for childcare leave.

Subdivision 10. An employee on child care leave is eligible to participate in group insurance programs if permitted under the insurance policy provisions, but shall pay the entire premium for such programs as the employee wishes to retain, commencing with the beginning of the child care leave. The right to continue participation in group insurance programs, however, will terminate if the employee does not return to the School District pursuant to this section.

Subdivision 11. Leave under this section shall be without pay or fringe benefits.

Subdivision 12. The School District will comply with Family and Medical Leave Act of 1993.

Section 5. – Other leaves of Absence

Subdivision 1. ***Union Leave:*** Any employee elected, or selected by the Union to attend Union Conventions, conferences, and/or seminars, may be granted a leave of absence without pay.

Subdivision 2. ***Public Office Leave:*** A leave of absence for a mutually agreed upon time may be granted to any employee upon written application for the purpose of campaigning for or serving in a public office.

Subdivision 3. ***Extended Leave:*** Upon request to the Human Resource Director, an employee may be granted a leave of absence not to exceed two (2) years of prolonged illness beyond accrued sick leave.

Subdivision 4. The employee shall not accrue additional experience, vacation, or sick leave credit during the leave of absence period.

Subdivision 5. Employees may be granted with School District approval, upon request, leave of up to two (2) years to pursue education/training that will improve their skills, or meet state requirements, for the bargaining unit position they hold.

Subdivision 6. Employees may, at the School District's discretion, be granted leave of up to two (2) years to pursue education/training that is not directly related to their current bargaining unit position. The purpose of this Subdivision is not intended for employees to try employment elsewhere.

Subdivision 7. An employee returning from leave shall be re-employed in her/his former position if it still exists.

Section 6. – Jury Duty: Employees shall be granted a leave of absence with pay, any time they are required to report for jury duty or jury service. Employees shall be paid the difference between jury duty (excluding travel allowance) and their regular wage.

Section 7. – Workers' Compensation

Subdivision 1. Upon a request of an employee who is absent from work as a result of a 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 Workers Compensation Act by the employee and

employee's regular rate of pay to the extent of the employee's earned accrual of sick leave.

Subdivision 2. A deduction shall be made from the employee's accumulated sick leave accrual time according to the pro-rata portions of days or sick leave, which is used to supplement worker's compensation.

Subdivision 3. Such payment shall be paid by the school district to the employee only during the period of disability.

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

Subdivision 5. An employee who is absent from work as a result of an injury compensable under the Workers' Compensation Act and who elects to receive sick leave pursuant to this section shall submit his/her workers' compensation check stub data prior to receiving payment from the School District for his/her absence.

Section 8. – Civic Duty

Subdivision 1. Employees required to appear before a court or any other public body on any matter related to his or her work, in which he/she is not personally involved (as plaintiff or defendant), shall be granted a leave with pay for the period necessary to fulfill such civic responsibility. This does not apply to negotiations or mediation.

Subdivision 2. Any employee on leave for civic duty as defined above shall file with the Director of Human Resources an absence report stating the date on which the absence occurred and the reason.

Subdivision 3. Such absences shall not be deducted from the employee's accumulated leave time (sick or personal). No leave time will be approved outside of sick leave or personal leave unless it is pre-approved by the immediate supervisor and the Director of Human Resources. If approved by the immediate supervisor and the Director of Human Resources it will be unpaid, and will not be subject to the grievance procedure.

Section 9. Deployment Leave: Deployment Leave of up to 5 days per year when a spouse, child or parent of the employee or spouse is being deployed out of the United States or is home on leave. Use of Deployment Leave requires 10 days prior notice to the District, if possible and requires documentation. Deployment Leave can be used for actual deployment dates, home on leave or return dates. Deployment Leave is deducted from the employee's available Sick Leave; or at the choice of the employee Deployment Leave can be other available leaves under the Agreement or an unpaid leave. Personal leave shall be used first before deployment leave.

Section 10. Military Leave: Any employee required, by appropriate authorities, to attend a training session, or perform other duties under the supervision of the U.S.A. shall be granted a leave of absence, with pay, not to exceed 15 days.

Any employee who enters into active service in the Armed Forces of the United States shall be granted a

leave of absence without pay, for a period of military service.

Section 11. Reinstatement after Leave: Any employee returning from an approved leave of absence as covered by this article shall be entitled to return to employment in his/her former position, another position in his/her former classification, or a position of comparable duties.
The employee shall be returned to the same step on the salary schedule on which the employee had been placed at the time the leave of absence commenced plus any automatic adjustments that would have been made had the employee been continuously employed during the period of absence.
The employee shall retain his/her seniority date, but shall not accrue additional experience credit during the leave of absence period.

Section 12. Emergency Leave: Leave will be granted with pay for up to three (3) days per year, deductible from sick leave, in the event of unforeseen, unavoidable, destructive disasters that significantly impairs basic life needs. This time may be approved by the employee's supervisor. Such approval shall not be subject to the grievance process.

ARTICLE VIII – RATES OF PAY

Section 1.–Rates of Pay
Subdivision 1. Employees shall be paid according to the Salary Schedule stated in Appendix A and Appendix B of this Agreement and according to the Classification of Jobs stated in each Appendix of this Agreement.

Subdivision 2. Appendix A contains the wage schedule for the job classification of Bilingual Paraprofessional. Appendix B contains the wage schedule for the job classification of Cultural Liaison

Subdivision 3. Employees will receive their longevity schedule adjustment July 1of the school year they become eligible. To be eligible for this benefit, an employee must have served continuously based on the last date of hire.

ARTICLE IX – SENIORITY AND LAYOFFS

Section 1. The School District shall maintain a seniority list according to job classification (liaisons/paraprofessionals) for use in reduction of hours, layoffs and recalls from layoff. When a full-time employee is laid off and is offered and accepts a part-time position, in compliance with this Agreement, said employee will be considered first for any full-time positions that become available.

Section 2. An employee will earn seniority credit beginning with his/her first day of employment in a permanent position. In the case of ties in seniority, the last four digits of the employee's social security number will determine the order of seniority. The higher numbers will be deemed to have more seniority. In the absence of a grievance being filed within twenty (20) calendar days from the date of the posting of the seniority list, the seniority list will be conclusive and deemed to be correct. An employee who serves two (2) years in a position within this group who leaves employment with the School District and returns to a similar position within twelve (12) months shall be granted seniority for their previous time with the School District.

Section 3. Individuals hired on a substitute basis or a limited appointment basis shall not

accrue seniority.

Section 4. In the event it becomes necessary for reduction in hours or layoffs, employees shall be reduced in hours or laid off in the inverse order of their seniority standing.

Section 5. Employees whose positions are eliminated or whose hours are reduced shall be permitted to exercise their seniority standing to displace the most junior employee within their classification with the same, or closest to the same, number of hours. An employee must have the qualifications for the position assumed under the above procedure and the competency to perform in the position. The decision on qualification and competence shall be made by the District and is grievable. An employee who assumes a different position as a result of the above procedure assumes the classification wage schedule and hours, which apply to that position.

Section 6. An employee who exercises bumping as stated above and starts work in another program shall be on a probationary period of forty (40) working days. During the probationary period, the School District shall have the right to transfer the employee to another program or position if the employee's performance is not satisfactory.

Section 7. As an alternative, the employee whose position is eliminated may accept layoff. An employee on layoff will be recalled to any open position for which the employee holds qualification and competence and is senior. Employees will be notified in writing of a position to which they are recalled. During the school year, an employee who is recalled shall have three (3) calendar days following receipt of the recall to accept an offered position; failure to respond in writing within this time limit shall be construed as a rejection of the offer. During the summer months, an employee who is recalled shall have seven (7) calendar days following receipt of the recall to accept an offered position; failure to respond in writing within this time limit shall be construed as a rejection of the offer. Employees must maintain a current mailing address with the School District office. An employee who rejects more than three (3) times a position equal to or greater in hours and rate to the position occupied by the employee at the time of layoff shall be removed from recall status.

Section 8. Layoff notices will be provided to employees determined to be without a position after the bumping process is completed. An employee who is being laid off shall be given a written notice of such at least two (2) weeks before the intended layoff.

Section 9. Recall: To expedite the recall process the district may call an employee covered by this agreement on the recall list for an open position. The district will create a phone log of calls made to interpreters and paraprofessionals.

Subdivision 1. Full-time employees who have exercised their above stated rights and received fewer hours and/or wages as a result shall be entitled to a preference, even over people on layoff, for any subsequent full-time position opening for which the employee is qualified and has the requisite competence.

Subdivision 2. An employee may refuse to return to an open position not equal in hours and/or at a lower wage rate than the position previously held by the employee before being laid off without jeopardizing further recall rights.

Subdivision 3. The rights described in Section 7 and Section 9, *Subdivisions 1 & 2* shall be valid for a period of no longer than eighteen (18) months. The School District shall maintain the reinstatement list.

Subdivision 4. No new employees will be hired while qualified employees are on layoff unless the laid off employee has rejected the current open position.

Section 10. An employee who is reinstated as provided above shall have all the rights and benefits restored including sick leave accumulated at the time of layoff, seniority credit and salary credit.

Section 11. Employees on unpaid leave of absence or unrequested leave of absence will not accrue seniority.

Section 12. A position lasting more than 10 days in one position and less than 67 days shall be considered a long-term sub position. Employees covered by this agreement on layoff will be offered the long-term sub position in seniority order for which they are qualified for before offering the position to an outside applicant/substitute. Employees covered by this agreement accepting a long-term sub position shall be paid their hourly rate of pay (including longevity if applicable) while working in a long-term sub position. Employees covered by this agreement will have access to sick leave accumulated prior to their layoff. New sick leave will not accumulate during the long-term sub position.

ARTICLE X – VACANCIES

Section 1. Internal positions will be filled using the District Preference form. Employees covered by this agreement may submit their assignment preferences at any time using the online form located on the District Website under Staff Services. Their preferences will continue to be considered until the position they prefer has opened and they were considered for the role, or they clarify that they no longer want that preference. An open position will not be filled until employees covered by this agreement with preferences associated with that position have been contacted and considered for the position based upon qualifications. When the qualifications of two or more current employees are equal, the most senior employee shall have rights to the position. Upon the completion of this internal process, the open position will be posted to external candidates for 5 calendar days. Internal applicants may still apply for the position using the external process, but will be considered with the external candidates. Employees wishing to move up a classification must use the internal application process versus the District Preference form. Internal candidates shall have preference before outside applicants. Nothing in this section should be misconstrued to mean seniority is the only consideration in the selection process. Selection will happen giving due regard to seniority, ability, efficiency, and reliability of the individual. If an employee's seniority is bypassed, the employee may request reasons for said denial. The district will have five (5) working days to give reasons for said denial in writing, with a copy to the Union.

Section 2. During the summer months, notices of new positions or vacancies within the bargaining unit will be sent to the last address on file with the School District of employees who notify the Director of Human Resources of their desire to receive summer postings. Employees who are interested in transferring to another program within the unit may submit their application for new

or vacant positions using the 'internal' application process located on the District Website under "Career Opportunities." The School District retains the right to fill vacancies on the basis of qualifications respecting seniority considerations pursuant to Article XII.

Section 3. The School District will notify the Union of the name of the person awarded the position and the hours per day.

Section 4. Multiple Staff Assignment Changes: When vacancies and unit employees' applications occur resulting in multiple staff assignment changes, the School District may utilize the following procedure:

Subdivision 1. Vacancies will be posted pursuant to Section 1 above.

Subdivision 2. In most cases, employees will not assume their new position until all vacancies related to the change have been filled.

Section 5. Transfers

Subdivision 1. Employees desiring a change in assignment may complete the District Preference form at any time and submit it. Transfer requests/preferences submitted after June 1st do not have to be considered until after school starts the following year.

Subdivision 2. Employees completing a preference requests will be considered whenever any changes in assignment, vacancies, or job openings occur.

Subdivision 3. General preference requests submitted by April 1 will be considered for the current school year. General transfer requests received after April 1 will be considered, however the assignment transfer will take effect the following school year, and the current vacancy will be filled temporarily for the remainder of the current school year.

ARTICLE XI – RESIGNATIONS

All employees who wish to leave their positions should submit written resignations at least two (2) weeks in advance unless a lesser number of days is mutually agreed upon.

ARTICLE XII – SCHOOL CLOSINGS

If school does not open on a given day because of inclement weather, it is not necessary for the employee to report to work. If because of inclement weather school doesn't begin at its usual starting time, full and part time employees are expected to report to work at the designated late start time for each building. If school is dismissed early because of inclement weather, employees are expected to remain on duty unless excused by the district office through the building Principal or Supervisor. If the employee's normal work day ends before being excused by the district office through the building Principal or Supervisor the employee will not be required to stay. In the event contract days are "forgiven" for any school district employees, employees will be treated in a similar manner.

If E-Learning is implemented for school closing days, Liaisons/Paraprofessionals will work remotely and be available to assist in any classroom activities/lessons via Google Meet or any other electronic format

approved by the District. Liaisons/Paraprofessionals will also be available to interpret videos as needed or complete training(s). Therefore, employees will be compensated for their regularly scheduled hours. Liaisons/Paraprofessionals are responsible for their own internet access on eLearning Days. Liaisons/Paraprofessionals may supplement the remote work day with paid leave time.

ARTICLE XIII – GROUP INSURANCES

Section 1. Selection of Carrier. The selection of the insurance carrier and policy shall be made by the School District taking into consideration recommendations from the district's insurance committee.

Section 2. Health and Hospitalizations Insurance.
The School District shall make available a high deductible health plan to all employees who elect to participate in said plan.

During the 2024-2025 school year the School District shall contribute an amount not to exceed $8,445 towards a combination of annual health insurance premium and VEBA account. After deducting the total amount of the employee's annual insurance premium (dependent on the insurance plan the employee chooses), any remaining district contribution shall be contributed to the employee's VEBA or H.S.A. account.

During the 2025-2026 school year the School District shall contribute an amount not to exceed $8,945towards a combination of annual health insurance premium and VEBA account. After deducting the total amount of the employee's annual insurance premium (dependent on the insurance plan the employee chooses), any remaining district contribution shall be contributed to the employee's VEBA or H.S.A. account.

Subdivision 1. When both husband and wife are employed as full-time employees and desire family coverage (as opposed to single coverage for each), the full amount of both single premiums shall be applied to their family coverage premium.

Subdivision 2. Employees on a half-time basis or more are eligible for health and hospitalization insurance on a pro-rata basis. All employees employed less than 12 months but at least 9 months will receive the School District's contribution for the summer months.

Section 3. VEBA with Health Reimbursement Arrangement For Active Employees
Subdivision 1. The School District shall make available a VEBA Plan and Trust summary, which is available from the Human Resource Director, to all qualified bargaining unit members who exercise their option to enroll in the VEBA coordinated health insurance program offered in Section II of this Article. The School District and Bilingual/Cultural Liaison employees assent to and ratify the appointment of the trustee and plan administrator for the VEBA Plan and Trust identified in the VEBA Plan and Trust agreement. It is intended that this arrangement constitute a voluntary employees' beneficiary association under Section 501(c)(9) of the Internal Revenue Code. During any transition period in which the desired ordering rule is not available, reimbursements under the VEBA plan will be limited to reimbursement of eligible health expenses that reduce the deductible under the VEBA coordinated health insurance offered in Section II of this article.

Subdivision 2. The School District shall provide the following welfare benefit arrangement through the VEBA Plan: A health reimbursement arrangement for active employees described in summary is available from the Human Resource Director.

Subdivision 3. Payment of Administrative Fee. Administrative fees allocable to individual accounts of active employees who are active participants in the VEBA Plan shall be paid from the account. Administrative fees allocable to individual accounts of active employees, who have accrued a balance in the VEBA Plan but change coverage, so that they are no longer entitled to employer contributions, shall be paid from the account. Administrative fees allocable to the individual accounts of former employees shall be paid from the account. Administrative fees allocable to the individual accounts of retirees shall be paid from the account. Administrative fees shall be paid from the account; if the VEBA Plan is terminated or the Employer Contributions cease (by agreement between the parties).

Subdivision 4. Contributions to the Active Employees' Plan: The School District will make an annual contribution to individual accounts under the health reimbursement arrangement in accordance with the following schedule:

The School District shall make contributions to individual health reimbursement accounts on a prorated basis consistent with payroll cycles. The first contribution will start the month after the date of hire and will be prorated based upon the employee's Full Time Equivalency and the number of months remaining in the plan year. A deposit will be approximately 1/18th of the District's annual contribution for a full-time employee who is employed a full year. Deposits for a full school year will begin with a mid-September deposit and end with a late May deposit.

The District will offer a High Deductible Health Plan (HDHP) that can function as a VEBA plan or Health Savings Account. An employee cannot receive or use money from both types of accounts in the same calendar year. Employee's indicating they intend to switch to the HDHP as a Health Savings Account will be contacted to confirm their transition from/to an H.S.A. VEBA account monies cannot be used in one calendar year if you are enrolled in an H.S.A. in in the same calendar year.

All contributions on behalf of a VEBA Plan participant shall cease on the date the participant is no longer covered under the high deductible health plan in Section II above.

Section 4. – Long Term Disability Insurance: Long Term Disability (LTD) Insurance covering loss of time due to an accident or illness will also be provided to those who qualify. The benefits will equal 66-2/3% of the employees' salary after a qualifying period of ninety (90) consecutive days. Compensable loss will be reduced by payments under workers' compensation insurance, Social Security, or any other disability income plan or retirement program. The disability insurance coverage isavailable to all employees who are employed on a regular basis for a minimum of thirty (30) hours per week at the employee's expense

Section 5. Term Life Insurance: Term Life Insurance will be provided to all Liaisons and Paraprofessionals who are employed on a regular basis for a minimum of 30 hours per week. The School District will provide $25,000 of term life insurance.

Section 6. Dental Insurance: Employees have right to participate in the dental insurance plan at their

own expense through payroll deduction (85% of AFSCME bargaining unit group employees must participate).

ARTICLE XIV – 403B MATCHING CONTRIBUTION PLAN

Employees who are regularly employed at least 30 hours per week shall be eligible to participate in a 403B matching program contribution plan pursuant to M.S. 356.24.

The School District shall contribute, on a monthly basis, an amount (not to exceed $750 per year) equal to the amount contributed by the employee. The School District shall make the matching contribution to a company, which the employee shall select. Employees working less than 30 hours per week may participate in the matching contribution plan on a pro-rata basis.

The maximum career matching contribution by the School District shall be $15,000 per employee.

Employees must complete a salary reduction authorization agreement to implement any changes toward the 403B matching plan.

Employees on unpaid leave may not participate in the matching program while on leave.

Management of the portfolios of individual investments and the School District contribution shall be solely the responsibility of the employee in whose name the investments have been made. The School District assumes no current or future liability for contributions made to these plans or investment earnings or losses which may accrue to these portfolios as a result of investment decisions made by the employee.

ARTICLE XV – DUE PROCESS RIGHTS

Section 1. Employees who have passed the initial probationary period shall be disciplined only for just cause. Written reprimands and suspension shall be in writing to the employee. In such cases, the School District shall provide the affected employee the opportunity to correct the deficiency and shall also provide supervision and assistance.

Section 2. Layoff due to declining enrollment and merger of classes is not subject to a due process hearing under this article.

Section 3. An employee will not be questioned concerning an investigation of disciplinary action against the employee unless that employee has been provided an opportunity to have an exclusive representative present at such questioning.

ARTICLE XVI – PROBATIONARY PERIOD

Section 1. All employees shall serve an initial probationary period of one hundred (100) working days during which time the employee will be evaluated to determine whether or not the employee shall acquire permanent status. An employee who has not completed the probationary period and is placed

on lay-off status and invited back to work shall complete the remainder of the probationary period to a total of one hundred (100) working days. Should an employee be placed in a different position from the one vacated, the employee shall complete at least a 40 day probationary period even if the accumulated days of probationary period would have been completed prior to the 40 days. The probationary period may be extended by mutual agreement between the School District and the employee for a period not to exceed 3 months.

ARTICLE XVII – GRIEVANCE PROCEDURE

Section 1. A grievance is defined as a dispute or disagreement as to the interpretation and application of a specific provision in this Agreement.

Section 2. The Union Steward, with or without the employee, shall take up the dispute with the employee's immediate supervisor within five (5) days of the occurrence of the event giving rise to the grievance. The supervisor shall attempt to adjust the matter and respond to the Union Steward within three (3) days.

Section 3. If the dispute has not been settled, the Union may present the grievance, in writing, to the Director of Human Resources within seven (7) days after the immediate supervisor's or Principal's answer is due. The Director of Human Resources will respond to the Union Steward in writing within seven (7) days.

Section 4. If the grievance is still not resolved, the Union may appeal the grievance to the School Board or its designee within seven (7) days after the Human Resource Director's answer is due. The School Board or its designee will respond in writing to the Union within seven (7) days after hearing the grievance.

Section 5. If the grievance is not resolved following an appeal to the School Board or its designee, the Union may petition the Bureau of Mediation Services to mediate the grievance within seven (7) days after the response is due by the School Board or its designee.

Section 6. If the grievance is not resolved within ten (10) days following the grievance mediation session, the Union may appeal the grievance to arbitration, subject to provisions of the PELRA. The School District and the Union shall endeavor to select a mutually acceptable arbitrator to hear and decide the grievance.

Section 7. The arbitrator shall have no right to amend, modify, nullify, ignore, add to or substitute from the terms and conditions of this Agreement. The arbitrator shall consider and decide only the specific issues submitted in writing by the School District and the Union and shall have no authority to make a decision on any other issues not submitted. The arbitrator shall be without power to make decisions contrary to, inconsistent with, modifying, or varying in any way the application of laws, rules, or regulations having the force and effect of law. The arbitrator's decision shall be submitted in writing within thirty (30) days following the close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension. The decision shall be binding on both the School District and the Union and shall be based solely on the arbitrator's interpretation or application of the express terms of this Agreement and the facts of the grievance presented.

Section 8. The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the School District and the Union, provided that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such record to be made, providing it pays for the record. If both parties desire a verbatim record of the proceedings, the cost shall be shared equally.

Section 9. If a grievance is not presented within the time limits set forth above, it shall be considered "waived". The grievances not appealed to the next step within the specified time limits or any agreed extension thereof in writing shall be considered settled on the basis of the School District's last answer. If the School District does not answer a grievance or an appeal thereof within the specified time limits, the Union may elect to appeal the grievance to the next step. The time limit for each step may be extended by written mutual agreement of the School District and the Union.

Section 10. If, as a result of the written School District response the grievance remains unresolved, and if the grievance involves the suspension, demotion, or discharge of an employee who has completed the required probationary period, the grievance may be appealed either to arbitration as set forth above, or a procedure such as veteran's preference or fair employment. If appealed to any procedure other than arbitration, the Union and the aggrieved employee shall indicate in writing which procedure is to be utilized, and shall sign a statement to the effect that the choice of any other hearing precludes the Union and the aggrieved employee from making a subsequent appeal through arbitration as set forth in this Article.

Section 11. Grievance committee members or stewards may process grievances and disputes during working hours when consistent with such employee's duties and responsibilities. The School District agrees not to interfere with the rights of employees to become members of the Union, and there shall be no discrimination, interference, restraint or coercion by the School District or any School District representative against any employee because of said employee exercising his/her right under this Agreement, or for any employee activity in an official capacity on behalf of the Union.

Section 12. For the purpose of this Article, a time period of seven (7) days or less shall be calculated by excluding Saturdays, Sundays, and designated holidays. Time periods of more than seven (7) days shall be defined as calendar days.

ARTICLE XVIII – JOB TRAINING AND CAREER DEVELOPMENT

The School District recognizes its responsibility to staff development and training for both the furtherance of School District goals and professional growth of its employees. Employees will be provided paid training each school year.

ARTICLE XIX – MISCELLANEOUS

Section 1. – IEP Involvement: All unit employees will be kept informed on a need-to-know basis, of relevant IEP information on the student(s) with whom they work. This may be accomplished either by participation in the IEP meetings at the invitation of the principal or special education coach or by an

informational meeting with the supervising teacher. Employees will be paid for all time attending these meetings.

Section 2. – Pupil Transportation: It is understood by the parties that Liaison's may be assigned to transport students/family. Liaisons shall be paid their normal rate of pay and the School District shall provide a vehicle for such transportation.

Section 3. –Working Events Outside of Normal Schedule:
Events outside of the normal schedule or otherwise not referenced in this agreement, will first be offered to the Liaison/Para assigned in the building where the event is taking place. If the Liaison/Para cannot or does not want to fulfill the role, the position will be offered to other Liaisons/Paras in other buildings or will be posted. The Liaison/Para will be chosen by administration taking into consideration parent and/or student requests, issues/concerns raised, knowledge of the subject matter, years of experience in the subject matter, and overall fit. If all considerations are equal, seniority will be the tie-breaking factor. Postings will be emailed to the Liaison/Para and those interested should respond via email.

ARTICLE XX – SAVINGS CLAUSE

In the event that any provision, phrase, or clause of the Agreement shall be declared invalid by any court of competent jurisdiction, the decision shall not invalidate the entire Agreement, it being the expressed intention of all the parties that all other provisions remain in full force and effect.

ARTICLE XXI – DURATION

This Agreement shall become effective July 1, 2024, and shall remain in full force and effect through June 30, 2026, and will be subject to review annually, thereafter not less than ninety (90) days prior to its expiration on any anniversary. If either party finds its interest adversely affected by any provisions of this Agreement or finds through experience the necessity of adding further provisions, it shall serve to the other party a written notice of intent to negotiate an amendment, or to supplement the existing Agreement. Such changes shall be subject to good faith negotiation and mutual agreement.
This Agreement constitutes the full and complete agreement between the School District and the exclusive representative. The provisions herein relating to terms and conditions of employment supersede any and all prior agreements, resolutions, practices, School District policies, rules, or regulations concerning terms and conditions of employment inconsistent with these provisions.
Availability of this Agreement titled Labor Agreement between the Willmar Liaisons and Bilingual/Bicultural Staff and the Willmar School District #347 shall be placed on the School District website within thirty (30) days after the Agreement is signed . Two signed copies shall be sent to the exclusive representative.

NON AGREEMENT ISSUES RELATED TO POLICY

Annual Performance Evaluation: Normally, regular employees will be evaluated annually, and new employees will be evaluated a minimum of two (2) times during the first year of employment. When practicable, annual evaluations will be completed by January of each year. A copy of the employee's

evaluation will be provided to the employee upon completion of the evaluation.

Meet and Confer:

1. The exclusive representative may request the School District to meet and confer concerning items not negotiable pursuant to the Agreement. Such meetings shall be conducted on a semi – annual basis.
2. The exclusive representative may request such a meeting by submitting a request in writing at least thirty (30) days in advance of a proposed meeting date and shall include with such notice a proposed agenda outlining in detail the items requested to be discussed.
3. The exclusive representative will designate to the School District in writing a meet and confer committee consisting of not more than three (3) employees in the bargaining unit.
4. The meet and confer process will not be subject to the grievance procedure of the Agreement and shall not include discussion of grievances.

APPENDIX A - SALARY SCHEDULES – BILINGUAL PARAPROFESSIONALS

Bilingual Paraprofessionals		
	2024-2025	**2025-2026**
Starting Hourly Pay rate	$17.00	$17.25
Settlement Base Rate Increase	3.25%	3.0%

Longevity Schedule

Beginning with:	**2024-2025**	**2025-2026**
Year 6	$.75	$.75
Year 9	$1.50	$1.75
Year 12	$2.25	$2.50
Year 15	$2.50	$2.75
Year 20	$2.75	$3.00
Year 25	$3.00	$3.25
Year 30	$3.25	$3.50

APPENDIX B - SALARY SCHEDULES – CULTURAL LIAISONS

Cultural Liaisons		
	2024-2025	**2025-2026**
Starting Hourly Pay rate	$23.00	$23.25
Settlement Base Rate Increase	4.75%	4.75%

Longevity Schedule

Beginning with:	**2024-2025**	**2025-2026**
Year 6	$.75	$.75
Year 9	$1.50	$1.75
Year 12	$2.25	$2.50
Year 15	$2.50	$2.75
Year 20	$2.75	$3.00
Year 25	$3.00	$3.25
Year 30	$3.25	$3.50

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

School District #347

Justin Bos
School Board Chair

12-9-2024
Date

Mary Amon
School Board Clerk

12-9-24
Date

Willmar Bilingual Paras & Liaisons
AFSCME Council 65 - Local 559

Union Steward

12-10-24
Date

Angie Kien
Union Field Representative

12/9/2024
Date