LABOR AGREEMENT

INDEPENDENT SCHOOL DISTRICT NO. 347
WILLMAR, MINNESOTA

and

LOCAL UNION 559
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICPAL EMPLOYEES (AFSCME), AFL-CIO

Special Education Paraprofessionals

2024-2025 & 2025-2026

Contents

ARTICLE I - PURPOSE 3

ARTICLE II - RECOGNITION 3

ARTICLE III - DEFINITIONS 3

ARTICLE IV - SCHOOL DISTRICT RIGHTS 3

ARTICLE V - EMPLOYEE RIGHTS 4

ARTICLE VI - LEAVES OF ABSENCE 5

Section 2. Personal Leave 6

Section 5. Child Care Leave and Adoption Leave 7

ARTICLE VII - HOURS OF SERVICE 10

ARTICLE VIII - RATES OF PAY 11

ARTICLE IX - VACANCIES 12

ARTICLE X - GROUP INSURANCE 13

ARTICLE XI - RESIGNATIONS 15

ARTICLE XII - SENIORITY AND LAYOFFS 15

ARTICLE XIII - DUE PROCESS RIGHTS 17

ARTICLE XIV - SCHOOL CLOSINGS 17

ARTICLE XV - GRIEVANCE PROCEDURE 17

ARTICLE XVI - CONFORMITY OF LAW 20

ARTICLE XVII - DURATION 20

ARTICLE XVIII - PROBATIONARY PERIOD 21

ARTICLE XIX - JOB TRAINING AND CAREER DEVELOPMENT 21

ARTICLE XX - SEVERANCE PAY 21

ARTICLE XXI - 403B MATCHING CONTRIBUTION PLAN 22

ARTICLE XXII - MISCELLANEOUS 22

NON AGREEMENT ISSUES RELATED TO POLICY 23

APPENDIX A 24

SALARY SCHEDULES 24

ARTICLE I - PURPOSE

This Agreement, entered into between Independent School District No. 347, Willmar, MN, hereinafter referred to as the School District, and the American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the Union, pursuant to the Public Employment Labor Relations Act of 1971 as amended (PELRA), sets forth the terms and conditions of employment for all special needs paraprofessionals.

ARTICLE II - RECOGNITION

Section 1. **Recognition:** In accordance with PELRA, All Special Education Aides employed by the Independent School District, No. 347, Willmar, Minnesota, who are public employees under the meaning of Minn. Stat. 179A.03, subd. 14, excluding Sign Language Interpreters, supervisory, and confidential employees. **The school district recognizes MN Statute 179A.07.**

Section 2. **Appropriate Unit:** The union shall represent all such employees of the School District contained in the appropriate unit as defined in Article III of this agreement and by the certification of the Bureau of Mediation Services.

ARTICLE III - DEFINITIONS

Section 1. **Terms and Conditions of Employment:** Terms and conditions of employment shall mean the hours of employment, the compensation therefore including fringe benefits, and the employer's personnel policies affecting the working conditions of the employees.

Section 2. **Description of Appropriate Unit:** For the purpose of this Agreement, the term, employee, shall mean all special needs paraprofessionals and job coaches employed by the School District, whose employment service exceeds the lesser of fourteen (14) hours per week or 35% of the normal work week and more than sixty-seven (67) work days per year, excluding supervisory employees, confidential employees, and all other employees.

Section 3. **Other Terms:** Terms not specifically defined in this Agreement shall have those meanings as defined by PELRA.

ARTICLE IV - SCHOOL DISTRICT RIGHTS

Section 1. **Management Rights:** The Union recognizes that the School District is not required to meet and negotiate on matters on inherent managerial policy.

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 that all employees covered by this agreement shall perform services and duties prescribed by the School District and shall be governed by the laws of the State of Minnesota and by School District rules, regulations, directives, and orders issued by properly designated officials of the School District. The union also recognizes the rights, 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 Board insofar as such rules, regulations, directives and orders not inconsistent with the terms of the Agreement and recognizes that the School District, all employees covered by this Agreement, and all provisions of this Agreement are subject to the laws of the State of Minnesota, Federal laws, and valid rules, regulations, and orders of State and Federal governmental 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.

ARTICLE V - EMPLOYEE RIGHTS

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 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.

Section 3. The Union shall have the right to pose notice of activities and matters of the Union concern on bulletin boards, at least one of which shall be provided in each school building. The Union may use the School District email and/or mail service and employee mailboxes for communications.

Section 4. As duly elected body exercising governmental power under the laws of the State of Minnesota, the School District undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of rights conferred by the PELRA and Minnesota laws or the constitutions of Minnesota and the United States, and it will not discriminate against an employee

with respect to hours, wages, or any terms or conditions of employment by reason of his/her institution of any grievance, complaint, or proceeding under this agreement or otherwise with respect to any terms or conditions of employment.

Section 5. Nothing contained herein shall be construed to deny or restrict to any employee rights he/she may have under existing laws and regulations.

Section 6. **Personnel Files:** All evaluations and files relating to each individual employee shall be available during regular School District business hours to each individual employee upon advance written request. The employee shall have the right to reproduce any of the contents of the files at the employee's expense and to submit for inclusion in the file written information in response to any material contained therein. However, the School District may destroy such files as provided by law.

ARTICLE VI - LEAVES OF ABSENCE

Section 1. **Sick Leave**

Subdivision 1. All employees shall earn sick leave at the rate of one day per month 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 or disability, which prevented his/her attendance at school and performance of duties on that day or days. Sick leave is for the individual employee only. However, Illness or injury in the immediate family for which an employee requests time off shall be allowed in accordance with State statute and/or federal law. Under extenuating circumstances the Director of Human Resources may grant time off for reasons outside current definitions. One-half the daily rate of pay shall be deducted from the wages of that employee and one-half day shall be allowed from accrued sick leave.
In the event medical appointments cannot be scheduled outside the workday, the School District may require a statement from the physician indicating the nature of the appointment before approval of sick leave is granted.

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.

Subdivision 5. In the event that a medical certificate will 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 the district special education office.

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.

Section 2. **Personal Leave**

Subdivision 1. Unit employees shall be granted two days of personal leave per year. After 15 years of service, employees shall be granted three (3) days of personal leave per year. Personal leave is a privilege accorded to those with problems that necessitate their absence from school. No more four (4) paraprofessionals from the entire School District may be gone on any one day unless authorized by the Human Resource Director.

Subdivision 2. One (1) personal leave day per year may be carried over to a maximum of three (3) days of accumulation. After 15 years of service, two (2) personal leave days per year may be carried over to a maximum of five (5) days of accumulation.

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. **Emergency Leave:** Leave will be granted with pay for up to three (3) days per year, deductible from sick leave, in the event of serious illness in the immediate family of the employee which requires the employee's attention. One of these days may be granted for the spouse's immediate family. Immediate family is defined in Section 3 of this article.

Section 5. **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:
A. Grant any leave more than twenty-four (24) months in duration.

B. 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.

Section 6. Other leaves of Absence

Subdivision 1. Upon request to the Human Resource Director, an employee may be granted a leave of absence not to exceed two (2) years of personal prolonged illness beyond accrued sick leave.

Subdivision 2. The employee shall not accrue additional experience, vacation, or sick leave credit during the leave of absence period.

Subdivision 3. An employee who finds it necessary to be absent from his/her job for a short period during the day, up to one hour, may do so without salary deduction if satisfactory arrangements have been made beforehand with the employee's **building principal or Special Education Coach**, and if there is not expense to the School District. In the case of an emergency, the employee need only contact their immediate supervisor. This leave may not be used to extend personal leave, lunch or to use for medical appointments

if paid leave is available. Employees must be clocked out. The building office staff must record the approved entry through the sub calling system.

Subdivision 4. 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 5. 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.

Subdivision 6. Employees may, at the School District's discretion, be granted leave of up to two (2) years for other purposes.

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

Section 7. **Jury Duty:** Employees who serve as jurors shall be compensated by the School District the difference between their daily rate of pay and the amount paid them by the State of Minnesota for each full day of such pay

Section 8. **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 9. **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 disability (sick) leave.

Section 10. **Unpaid Leave**
Unpaid leave must be pre-approved and is at the sole discretion of the Director of Human Resources.

Section 11. **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.

ARTICLE VII - 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 recommended by the principals or supervisors. 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:** Employees working 5 or more hours per day shall be provided an unpaid lunch period of 30 minutes, the lunch period to be exclusive of the workday as designated. Paraprofessionals and job coaches are entitled to paid breaks of 5 minutes for each hour worked to a maximum of 30 minutes each day. Banking of lunch and/or break times as a regular practice, in order to leave before the end of an employee's contract day will not be allowed.

Section 4. **In Service Training:** Paraprofessionals will be provided with eight (8) hours of paid training each school year. Six (6) of these hours shall be prior to the beginning of the student school year. The School District will attempt to provide consistency throughout the district by providing all 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 by 6:00 a.m. and select the appropriate reason for their absence. If unable to contact the Automatic Substitute Calling System one hour prior to the building start time, the employee must call the building office and speak with a building leader or secretary to report their absence. If a call is made prior to the building being staffed, the employee must continue to call until contact is made. Leaving a message is not sufficient.

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. **One on One Position:** Paraprofessionals who are assigned to one pupil shall be provided with appropriate duties on day(s) that pupil is absent for any reason. It is the intent of the parties to provide employment on such days; however, this shall not serve as a guarantee should a long-term absence result

ARTICLE VIII - RATES OF PAY

Section 1. **Rates of Pay**

Subdivision 1. The wages and salaries reflected in Appendix A attached hereto shall be part of this Agreement for the 2024-2026 school years.

Subdivision 2. A salary increase is not automatic and is effective only upon affirmative action of the School District. The School District reserves the right to withhold a salary increase in individual cases, as the School District shall determine.

Subdivision 3. Employees will receive their longevity schedule adjustment July 1 of the school year they become eligible.

Subdivision 4. Bargaining unit employees substituting within the unit for the School District will receive their regular rate of pay.

ARTICLE IX - VACANCIES

Section 1. Internal positions will be filled using the District Preference form. Paras may submit their assignment preferences at any time using the online form located on the District Website under Staff Services. The form will reset each year on July 1 for the following school year. An open position will not be filled until paras 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 days. Internal applicants may still apply for the position using the external process, but will be considered with the external candidates.

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 IX, Section 1.

Section 3. The School District will notify the union steward 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 an annual general transfer request form at any time and submit it to the Special Education Supervisor. The Special Education Supervisor will send verification of receipt to the employee and provide copies of all transfer requests to all administrators involved in placement and hiring. Transfer requests submitted after June 1st do not have to be considered until after school starts the following year.

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

Subdivision 3. General transfer requests submitted by April 30 will be considered for the current school year. General transfer requests received after April 30 will be considered only for the following school year.

ARTICLE X - GROUP INSURANCE

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 Hospitalization Insurance.** The School District shall make available a high deductible health plan to all employees who elect to participate in said plan. With respect to qualifying bargaining unit members, the School District shall contribute an amount not to exceed $9,484.04 towards the annual premium cost of single, subscriber plus one or family group health insurance coverage for school years 2024-2025 and $10,080.00 in 2025-2026. After the premium cost has been paid, remaining contribution dollars will be placed in the employees VEBA 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 2 of this Article. The School District and Paraprofessional 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 2 of this article. Employees on a half-time basis or more are eligible for health and hospitalization insurance on a pro-rata basis.

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. 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 2 above.

Subdivision 5. Any in-voluntary reduction in hours that occur during the school year would not result in a decrease in the districts contribution to health insurance for the remainder of the school year. The following year, if hours were not reinstated, the health insurance contribution would be pro-rata to the current hours worked.

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, for those that qualify. The benefits will equal 66 percent of the employees' salary after a qualifying period of ninety (90) calendar 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 is available to all employees who qualify and who are employed on a regular basis for a minimum of thirty (30) hours per week. The employee will contribute the full cost of the yearly premium.

Section 5. **Term Life Insurance:** A $25,000 term life insurance will also be provided to all employees who are employed on a regular basis during the 2024-2025 school year. A $50,000 term life insurance

will also be provided to all employees who are employed on a regular basis during the 2025-2026 school year. The school district shall pay for such 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 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 - SENIORITY AND LAYOFFS

Section 1. The School District shall maintain a seniority list 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.

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 a paraprofessional or job coach on the recall list for an open position. The district will create a phone log of calls made to 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. Paraprofessionals and job coaches 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.

Paraprofessionals and job coaches 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.
Paraprofessionals will have access to sick leave accumulated prior to their layoff. New sick leave will not accumulate during the long-term sub position.

ARTICLE XIII - 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 XIV - 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 Special Education Supervisor. If the employee's normal work day ends before being excused by the district office through the building Principal or Special Education Supervisor the employee will not be required to stay. In the event contract days are "forgiven", by action and approval of the School Board, for any school district employees, employees will be treated in a similar manner.

If school starts late or is dismissed early due to weather or other reasons, the employees shall have the opportunity to make-up the time with trainings, etc. offered by the district.

E-Learning Days: If the district implements an e-learning day, employees will work remotely and will be compensated for all hours worked. Employees are responsible for their own internet access on e-learning days.

ARTICLE XV - GRIEVANCE PROCEDURE

Section 1. Grievance

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

Subdivision 2. The employee or the exclusive representative may initiate a grievance.

Subdivision 3. The parties acknowledge that it is most desirable for grievances to be resolved through free and informal discussion. However, should such informal processes fail to satisfy the exclusive representative, the grievance may be processed in accordance with the procedures listed in the following sections of this article through binding arbitration.

Section 2. **Representative:** any person or agent designated by such party to act in the party's behalf may represent the employee, administrator, or School District during any step of the procedure.

Section 3. **Interpretation**

Subdivision 1. Time limits specified in this grievance procedure may be extended by mutual agreement.

Subdivision 2. Reference to days regarding time periods in this grievance procedure shall refer to working days. A working day is defined as all weekdays not designated as holidays by state law.

Subdivision 3. In computing any period of time prescribed or allowed by procedures herein, 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 of time so computed shall be counted, unless it is a Saturday, a Sunday, or a legal holiday, in which event the period runs until the end of the next day which is not a Saturday, a Sunday, or a legal holiday.

Subdivision 4. 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. Both parties rather than mailed, must initial a grievance or response to a grievance delivered personally.

Section 4. **Time Limitation and Waiver:** A grievance shall not be valid for consideration unless the grievance is submitted in writing to the School District's designee, setting forth the facts and the specific provisions allegedly violated and the particular relief sought within thirty days (30) after the date the event giving rise to the grievance occurred. Failure to file any grievance within such period shall be deemed a waiver thereof. Failure to appeal a grievance from one level to another within the time periods hereafter provided shall constitute a waiver of the grievance. An effort shall first be made to adjust an alleged grievance informally between the employee and the school district's designee.

Section 5. **Adjustment of Grievance:** The school district and the employee shall attempt to adjust all grievances, which may arise during the course of employment of any employee within the school district in the following manner:

Subdivision 1. Level I. If the grievance is not resolved through informal discussions, the School District designee shall give a written decision on the grievance to the parties involved within five days (5) after receipt of the written grievance.

Subdivision 2. Level II. In the event the grievance is not resolved in Level I, the decision rendered may be appealed to the Director of Human Resources, provided that such appeal is made in writing within five days (5) after receipt of the decision in Level I. If a grievance is properly appealed to the Director of Human Resources, the Director of Human Resources or his/her designee shall set a time to meet regarding the grievance within seven days (7) after receipt of the appeal. Within five days (5) after the meeting, the Director of Human Resources or his/her designee shall issue a decision in writing to the parties involved.

Subdivision 3. Level III. In the event the grievance is not resolved in Level II, the decision rendered may be appealed to the School Board; the School Board shall hear the grievance at its next regular School Board meeting or two calendar weeks, whichever shall be later. Within seven days (7) after the meeting, the School District shall issue its decision in writing to the parties involved. At the option of the School District, a committee or representative(s) of the School District may be designated by the School District to hear the appeal at this level and report the findings and recommendations to the School District. The School District shall then render its decision.

Subdivision 4. Level IV. In the event a grievance is not resolved in Level III, the exclusive representative may petition the Bureau of Mediation Services to mediate the grievance within seven (7) days after the response is due by the School District or its designee.

Section 6. **School District Review:** The School District reserves the right to review any decision issued under Level I, Level II, or Level III of this procedure provided the School District or its representative notifies the parties of the intention to review within ten days after the decision has been rendered. In the event the School District reviews a grievance under this section, the School District reserves the right to reverse or modify such decisions.

Section 7. **Arbitration**

Subdivision 1. If a grievance is not resolved within ten (10) days following the mediation session regarding the grievance, the exclusive representative may appeal the grievance to arbitration. If the parties cannot agree as to the arbitrator within five (5) days from the appeal to arbitration, either party may request the BMS to submit a list of arbitrators to the parties within ten (10) days.

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

Subdivision 2. The parties involved shall share the fees and expense of the arbitrator equally.

Section 8. **Reimbursement:** If any employee for whom a grievance is sustained shall be found to have been unjustly deprived of any compensation, the same shall be paid to them.

Section 9. **Time Limits:** The time limits provided in this article shall be observed but may be extended by a written agreement of both parties. In the event a grievance is filed after May 15 of any year and strict adherence to the time limits may result in hardship to any party, the School District shall use its best efforts to process such grievance prior to the end of the school term or as soon as thereafter as possible.

Section 10. **Fair Practices:** No reprisals of any kind will be taken by the School District or the School District administration against any employee because of this grievance procedure

ARTICLE XVI - CONFORMITY OF LAW

If any provision of this Labor Agreement or any application of the Contract to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

ARTICLE XVII - DURATION

Section 1. **Term and Reopening Negotiations:** This Agreement shall remain in full force and effect for a period commencing on July 1, 2024, through June 30, 2026, and thereafter until modifications are made pursuant to the PELRA. If either party desires to modify or amend this Agreement commencing at said expiration, it shall give written notice of such intent according to PELRA. Unless otherwise mutually agreed, the parties shall not commence negotiations more than ninety (90) 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 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.

Section 3. **Publications of the Agreement:** Copies of this Agreement titled Labor Agreement between the Willmar Special Needs Paraprofessionals/Job Coaches and the Willmar School District #347 shall be emailed by the School District within thirty (30) days after the Agreement is signed to every employee in the appropriate unit employed by the School District. Two signed copies shall be sent to the exclusive representative. Hard copies of the Agreement may be requested from the School District by making a request at the District Office.

ARTICLE XVIII - 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. Employees will obtain seniority rights upon successful completion of the probationary period.

ARTICLE XIX - 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 a minimum of twelve hours of paid training each school year. These hours include the school workshop day and the remaining training hours may take place during late start/early out days. Additional paid training hours may be required based upon the school calendar. An employee may request additional paid training hours by completing a workshop application form.

ARTICLE XX - SEVERANCE PAY

Section 1. **Eligibility**. A full-time employee who has not less than the equivalent of 15 total years of combined part time and full-time paraprofessional or job coach service in the School District and who has attained the age of 58 years as of June 30 in the school year during which an application for early retirement is made shall be entitled to payment of early retirement following the submission of a voluntary resignation to the School District. For the purpose of this article, a full-time employee shall mean an employee working a minimum of seven hours per day for a minimum of 170 days during a school year.

Subdivision 1. An eligible employee shall receive, upon early retirement, the amount obtained by multiplying 75% of unused accrued sick leave days but in no event to exceed 805 hours and then multiplied by the employee's daily rate of pay as of the date of such retirement.

Subdivision 2. In applying this article, an employee's daily rate of pay shall be the basic daily rate of pay at the time of retirement and shall not include any additional compensation for overtime or other extra compensation.

Subdivision *3.* Tax Deferral of Severance Pay. All full-time paraprofessionals who are potentially eligible for severance pay shall receive 100% of the eligible amount to be placed into the employee's Health Care Savings Plan. The employee will not receive any direct payment from the school district for severance pay.

Subdivision 4. Any employee who has met the existing criteria for severance pay and is in-voluntarily reduced in hours will continue to qualify for severance pay.

Section 2. **Active Earning Capacity:** In order to be eligible for early retirement pay, an employee must be in an active earning capacity, i.e., employees on leave of absence are not eligible.

ARTICLE XXI - 403B MATCHING CONTRIBUTION PLAN

Section 1. Eligibility: Beginning July 1, 2001, paraprofessionals and job coaches who are regularly employed shall be eligible to participate in a 403b matching contribution plan pursuant to M.S. 356.24.

Section 2. Match Schedule: The School District match up to $750 per year for employees regularly working at least 25 hours per week. The School District will match up to $300 per year for employees regularly working less than 25 hours per week. The employee shall contribute annually an amount equal to the amount contributed by the School District. The School District shall make the matching contribution for the year to an annuity company which the paraprofessional or job coach shall elect.

Section 3. The eligible employee must complete a salary reduction authorization agreement prior to any contributions being made.

Section 4. Employees on unpaid leaves may not participate in the matching program while on leave.

Section 5. Employees hired before July 1, 2002, will continue to be covered under the severance language of Article XX of this Agreement. The School District shall subtract any amount paid to the 403b matching contribution plan from the severance pay. This will be done by first subtracting from the accrued sick leave portion of severance pay. The balance of the severance, if such an amount exists, shall be paid by the School District per Article XX of this Agreement. Employees hired after July 1, 2002, will not be eligible for severance as described in Article XX.

Section 6. Management of both the portfolios of the individual investments and the School District contributions 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 earning (loses) which may accrue to the portfolios as a result of investment decisions made by the employee.

ARTICLE XXII - 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 child study coordinator 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 paraprofessionals may be assigned to ride the special education school buses within their scheduled hours. Paraprofessionals shall be paid their regular rate of pay, and this assignment will be considered bargaining unit work. Paraprofessionals who accept bus assistant positions on non-special education buses in addition to their regular schedule will be compensated at the rate determined by the district for bus assistants, and this assignment will not be considered bargaining unit work. In emergency situations, paraprofessionals may agree to ride buses outside their regular schedule and shall be paid their regular rate of pay for such duty.

Section 3. Damage to eyeglasses belonging to employees, which occurs during the performance of the employee's duties, shall be paid for by the School District. Clothing belonging to employees, which is damaged beyond repair during the performance of the employee's duties, shall be paid for by the School District. Claims for reimbursement shall be subject to final approval by the Director of Human Resources.

NON AGREEMENT ISSUES RELATED TO POLICY

1. **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 February of each year. A copy of the employee's evaluation will be provided to the employee upon completion of the evaluation.

2. **Reclassification Procedure:** In the event a position is substantially modified as to responsibilities and duties to the extent that it may warrant reclassification, the following process shall apply:

   A. A written request for review of the position shall be submitted to the Director of Human Resources including a detailed job description setting forth all of the duties performed and the specific reasons for the reclassification request.

   B. Requests for reclassification submitted to the District Job Evaluation Committee shall be reviewed along with other relevant information.

   C. Following review of the request for reclassification the Committee shall submit a recommendation to the Director of Human Resources as to whether or not the position should be reclassified.

   D. The Director of Human Resources or designee shall retain the final authority regarding all requests for reclassification.

3. Meet and Confer:

A. 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.

B. 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.
C. 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.
D. 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

- Summer School Differential.....additional $.20 per hour when working in a Special Education Program or as a Special Education Paraprofessional

- Licensed LPN .....additional $.10 per hour
(Contingent on using the LPN licensure for the position)

- Bilingual Special Education Paraprofessional.....additional $.50 per hour
(Contingent upon using the bilingual skills for the position (written in the IEP; fluency required)

Special Needs Paraprofessionals & Job Coaches

Hourly Starting Pay Rates	2024-2025	2025-2026
Non-Highly Qualified	$17.50	$19.00
Highly Qualified	$18.00	$20.00
Bus Rider Differential	$1.00	$1.00
Settlement Base Rate Increase	$1.50	7.54%

Longevity Schedule

Beginning with:	2024-2026
Year 6	$.69
Year 9	$.99
Year 15	$1.34
Year 20	$1.69
Year 25	$2.04
Year 30	$2.39

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

Willmar School District #347

School Board Chair

1-13-25
Date

School Board Clerk

1-13-25
Date

Willmar Special Needs Paraprofessionals

Chapter Chair

01/09/2025
Date

AFSCME Council 65 Labor Representative

1/9/2025
Date