

Paraeducator Contract for 2019-2021

ISD 621 Mounds View Public Schools

SEIU Local 284 School Service Employees

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CONTRACT

This Agreement is made and entered into by and between Independent School District No. 621, Ramsey County, Minnesota, hereinafter referred to as the "Employer" and School Service Employees, SEIU Local No. 284, hereinafter referred to as the "Union".

ARTICLE I RECOGNITION

The Employer hereby recognizes the Union as the exclusive representative of:

All Paraeducator employees who work more than ten (10) hours per week (excluding confidential or supervisory employees), who are employed by Independent School District No. 621 and are defined in Minnesota Statute 179.03 Subd.14 as "public employees".

ARTICLE II DUES CHECK-OFF

The Employer agrees to deduct dues for membership in the Union, and to forward such membership dues to the Union, for any individual employee who has authorized such dues check-off in the following forms written authorization, online sign-up, or audio-recorded phone authorization. The Union shall provide the District with the appropriate form of authorization for member dues deduction.

The District shall make available to the Union a bargaining unit list of employees including name, address, work hours, phone number, work location, position, classification, and wage schedule placement, date of employment and electronic mail addresses. The District shall inform the union representative(s) and steward(s) of all new hires monthly.

Each newly hired bargaining unit employee shall have a union orientation provided by the union representative or steward(s) during the monthly District Orientation for a period of not less than ten (10) minutes. The District Orientation dates will be provided in advance to the union for the entire school year and the district shall notify the union of any changes to these dates.

ARTICLE III

Section 3.1 Wages

A) The following career wage rates shall be applicable to employees covered by this Agreement effective on the dates indicated. B) The Employer has the authority to unilaterally increase the salary of any classification that is found not to be in compliance with the Local Government Pay Equity Act. The employer will provide a ten (10) day written notice to the Union of any such action.

	<u>Job Title</u>	<u>2019-2020</u>	<u>2020-2021</u>
Pay Class I	Community Education Building Supervisor Paraeducator	\$15.00	\$15.00
Pay Class II	Clerical Paraeducator Supervisory Paraeducator	\$18.53	\$18.87
Pay Class III	Computer Input Paraeducator LMC Paraeducator	\$19.30	\$19.65
Pay Class IV	Bookkeeper Paraeducator	\$21.42	\$21.81
Pay Class V	Special Education Paraeducator General Instructional Paraeducator-ELL Instructional Paraeducator-ETS Instructional Paraeducator-Indian Education Instructional Paraeducator-Title I Technology Paraeducator Health Care Specialist Paraeducator	\$21.95	\$22.35
Pay Class VI	Secondary Modified Learning Center Paraeducator Behavior Manager Paraeducator Administrative Paraeducator Pool Paraeducator	\$22.91	\$23.32
Pay Class VII	Licensed Health Care Specialist Paraeducator	\$23.33	\$23.75

Longevity

Employees shall receive their longevity increase at the beginning of the school year in which they reach the following years of service.

	<u>2019-2021</u>
Start of Fifth (5 th)	\$.35/hr above the career rate
Start of Tenth (10 th)	\$.45/hr above the career rate
Start of Fifteenth (15 th)	\$.70/hr above the career rate
Start of Twentieth (20 th)	\$.80/hr above the career rate

Section 3.2 Pay Plans

Employees may elect one (1) of the following pay plans by notification to the Human Resources office by June 15.

a) Plan A. One nineteenth (1/19) of the contract salary to be paid on the 15th and last day of each month beginning on September 30.

b) Plan B. One twenty-fourth (1/24) of the contract salary to be paid on the 15th and last day of each month beginning on September 30.

Section 3.3 Job Description

The Director of Human Resources shall provide a general description of a Paraeducator position. Specific duties shall be defined in writing by the Paraeducator’s immediate supervisor. A Paraeducator may choose to go on layoff if a major change in duties occurs that is not mutually agreeable to the supervisor and the Paraeducator.

Section 3.4 Probationary Rate

New employees shall be hired at thirty (30) cents per hour less than the lowest prevailing wage rate in each category; the employee will advance upon completion of the probationary period in accordance with Article V, Discipline and Discharge.

Section 3.5 Temporary Positions

A temporary position is defined as one which is created by the extended absence of an employee due to disability, parental leave or other long-term leaves extending over a period of more than thirty (30) days but not to exceed one (1) year.

Absences of less than thirty (30) days may be filled in by a substitute employee only after a member or members of this bargaining unit who work in that building have been given the opportunity to arrange their schedule to assume the hours made by the absence of another employee. Assumed hours will not count toward a change in benefits.

Temporary positions will be posted in the same manner as regular positions.

Employees holding temporary positions will be paid the probationary rate that the position is regularly paid and shall not be eligible for any benefits or provisions of this Contract except for paid holidays and the salary listed above. If a temporary employee is subsequently hired to fill a regular position, without a break in service, the employee’s first day of employment in the temporary position will become his/her seniority date in the Paraeducator bargaining unit. However, this employee shall still be required to serve an initial probationary period in the regular position in accordance with section 5.1 of the Contract.

ARTICLE IV HOURS AND OVERTIME

Section 4.1 Definition of Paraeducators

Full-time Paraeducators are defined as individuals working at least forty (40) hours per week. Part-time Paraeducators are defined as individuals in the bargaining unit working less than forty (40) hours per week.

Section 4.2 Overtime

Each employee covered by this Agreement shall be paid at one and one-half (1-½) times the regular hourly rate for work in excess of forty (40) hours per week, as directed by the immediate supervisor. Employees assigned to work jobs involving more than one (1) wage rate will receive a weighted average overtime rate for work beyond forty (40) hours in a week.

Section 4.3 Meeting/Training Attendance

Paraeducators shall be paid for a minimum of eight (8) hours of job-related training per school year at the direction of their supervisor. Additional professional development opportunities may be available at the discretion of the supervisor. Paraeducators shall be paid their regular rate for required work time outside their normal schedule as assigned by their supervisor. (see MOU Training Task Force)

Section 4.4 Work Breaks

Employees who work four (4) or more hours per day are entitled to a scheduled fifteen (15) minute duty free paid break. Employees who work six (6) hours or more are entitled to an additional thirty (30) minute unpaid lunch break. Breaks may not be taken at the beginning or the end of the employees' normal schedule unless mutually agreed with the employees' supervisor.

ARTICLE V DISCIPLINE AND DISCHARGE

Section 5.1 Probationary Period

Every new employee shall serve a probationary period of six (6) months served during the school year during which the Employer shall have the unqualified right to discipline or discharge such employee without assigning any reason therefore, and without recourse to the grievance procedure. For purposes of this contract, "school year" is defined as the period of time from the first student contact day in the fall to the last student contact day in the spring of the following year. Services performed outside of the basic school year, such as summer school, or additional work days for training do not apply towards the probationary period. An employee promoted or transferred to a new position shall be on probation for thirty (30) consecutive days, during which period the Employer shall have the right to return the employee to his/her previous position subject to the grievance procedure. However, any employee assigned to a position requiring regular and recurring contact with students must complete thirty (30) days of service during the regular school year in order to complete his/her probationary period. Subsequent to the probationary period the employee shall be discharged only for just cause.

An individual can complete a probationary period during two (2) consecutive school years if the person is in the same position at the same school. If a change in position or building occurs prior to completion of the probationary period, the individual must serve a new six (6) month probationary period.

Section 5.2 No Discrimination

No employee shall be discriminated against because he/she is or is not a member of the Union. The Employer and the Union mutually agree to comply with all applicable State and Federal laws and regulations regarding discrimination against any individual because of such person's race, color, creed, religion, national origin, sex, age or education.

Section 5.3 Union Representation

Whenever the school district calls a meeting with an employee that could lead to discipline, the school district shall notify the employee orally or in writing of their right to have union representation at the meeting.

ARTICLE VI LEAVES AND ABSENCES

Section 6.1 Leave of Absence

There shall be no loss of seniority in case of unpaid leaves of absence for good cause, as determined by the Employer.

Section 6.2 Jury Duty

An employee who is absent because of required jury duty will be granted leave and will be paid the difference between his/her regular salary and the fee received for such jury duty. An employee who completes his/her jury duty with one-half (1/2) day or more of the workday remaining shall report for work for that period.

Section 6.3 Military Leave

Leaves of absence for military service will be granted in accordance with all requirements of Federal and State law.

Section 6.4 Extended Leave

Upon written request to the Employer, an unpaid leave of absence not to exceed one (1) year may be granted by the Employer. Purposes of the leave shall be to either:

1. care for the employee's child after birth or placement for adoption or foster care;
2. care for the employee's spouse, son or daughter or parent who has a serious health condition; or
3. for a serious health condition that makes the employee unable to perform the employee's job.

An employee granted a leave under this provision will return to his/her former position.

Leaves granted under this section will be coordinated with any leave available under State law or the Federal Family and Medical Leave Act (FMLA).

Extended unpaid leaves of absence for purposes other than those outlined above may be granted at the Employer's discretion. The precise terms and conditions of any leave of absence granted under this paragraph shall be determined on an individual basis. Employees who resign from a Paraeducator position to accept another position with the District may request a one (1) year leave of absence from the Paraeducator unit for purposes of maintaining their seniority date only.

An employee on unpaid leave shall notify the Employer in writing of his/her intent to return to the District at least thirty (30) days prior to the expiration of the leave. Failure to so notify the District will constitute a resignation.

An employee granted leave without pay shall remain eligible for benefit plans according to the benefit plan eligibility provisions at personal expense in accordance with applicable State and Federal law.

Section 6.5 Sick Leave

Sick leave will be accumulated on the basis of twenty (20) hours of work for each hour of sick leave. No employee shall receive more than his/her regular amount of compensation for a day of absence.

Sick leave hours may be utilized for each period of necessary absence due to illness or injury. The Employer may require the employee to furnish a medical certificate signed by a doctor as evidence of illness or injury.

An employee may use their sick leave for absences due to an illness of or injury to the employee's spouse, child, stepchild, parent, stepparent, brother, sister, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparent or grandchild on the same terms upon which the employee is able to use sick leave benefits for the employee's own illness or injury.

An employee may use sick leave for "safety leave", defined as leave for the purpose of providing or receiving assistance because of sexual assault, domestic abuse, or stalking, for assistance to the employee or assistance to the relative described in the preceding paragraph.

Such leave is non-accumulative and is deductible from accumulated sick leave. In addition, use of the employee's accumulated sick leave shall be allowed for the qualified dependents as defined under state or federal law.

Section 6.6 Personal Leave

Four (4) days of personal leave shall be granted to all Paraeducators. None of the days used shall be deducted from accumulated sick leave. Such leave may be taken anytime during the school year upon advance notice and arrangement with the immediate supervisor. Unless approved by their supervisor, not more than 1 paraeducator or 10% of Paraeducators in a single building, whichever is greater, may take a personal leave on a single day.

Paraeducators with ten (10) years of service shall have an additional day of personal leave that is not deducted from accumulated sick leave. Paraeducators shall receive one (1) personal leave day upon

being hired to be used during their probationary period. Upon successful completion of probationary period the employees shall receive a prorated portion of the four (4) days of personal leave.

Personal leave on half (1/2) days and non-contact days. Half days (1/2) are not optional days to work. Example: If the school is open from 8:00 A.M. to 12:00 PM, and an employee's scheduled hours fall between these times they are required to work during this time. These hours are time carded. If an employee is sick on one of the half days, and their scheduled hours are during the time the school is open they would submit a time card as though they have worked that day, but also submit a time off form. If an employee's hours do not fall within the school hours for that half day, they may choose to submit a time off request for personal time (non-probationary Paraeducators ONLY).

Paraeducators not using their full entitlement to personal leave in a single school year will be paid at the end of the school year for such unused personal days at the daily rate of pay for casual substitutes or have the unused day added to the employee's sick leave balance at the end of the school year.

Section 6.7 Bereavement Leave

Five (5) prorated days of leave allowance may be used per occurrence by the employee for attending or arranging the funeral of employee's spouse, child, stepchild, parent, brother, sister, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparents and grandchildren. Such leave must be approved in advance by the employee's immediate supervisor, unless advance approval is impossible, in which case, notice shall be given to the employee's supervisor as soon as it is possible. Four (4) of the days used shall not be deducted from accumulated sick leave. Two (2) additional bereavement leave days per occurrence may be used for deaths not covered in this section and shall be deducted from sick leave.

Section 6.8 Worker's Compensation

No employee may receive more than his/her regular rate of pay for a day of absence. Worker's compensation payments may be deducted from sick leave pay.

Section 6.9 Assault Leave

One day of paid leave, not deductible from accumulated sick or personal leave allowances, may be used by a paraeducator for each day of necessary absence on a work day because of an assault which causes injury occurring in connection with the performance of a paraeducator's regular duties.

Section 6.10 Severance

Employees who have completed at least five (5) years of service or employees who have not been recalled from layoff within one (1) year and who provide the Employer with at least a two (2) week notice, shall be entitled to pay for unused sick leave at the employee's hourly rate at the time of resignation, provided that such pay does not exceed a total of fifty (50) days. For purposes of this Section 6.10, "a days pay" will be calculated as the average amount of hours worked by the employee per day during the high five (5) years of employment.

ARTICLE VII MISCELLANEOUS

Section 7.1 Safety and Healthy School Environment

All regulations and laws of the State of Minnesota and O.S.H.A. and Mounds View policies governing the safety of employees and building occupants shall be complied with by the Employer and employee. All employees who are assigned to work in a building when they are the only person in the building will not be assigned tasks which are considered hazardous by the employee and his/her supervisor.

In programs and classroom necessitating lifting or multiple lifts throughout the day, assignment of lifts will, where possible, be equally assigned to Paraeducators working within each program.

Regulation #3104 Harassment, Intimidation, Violence, Hazing or Other Forms of Personal Attack

Section 7.2 Holidays

There shall be eight (8) paid holidays for Paraeducators; Thanksgiving, the day after Thanksgiving, December 24, 25 and 26, New Year's Eve and New Year's Day, and one (1) Spring Break Day.

Section 7.3 Emergency Closing of Schools

In the event the District closes a school or schools for an entire day, Paraeducator employees do not have to report for work, and this day shall be paid with no deduction for pre-arranged personal or sick leave days. In the event there are additional school closings for an entire day, Paraeducators will be required to make up the lost time by working extra hours, attending staff meetings, or attending a workshop as directed by the principal or administrator. Individual building principals (or their designee, i.e. special education teacher or supervisor) will arrange the make-up time with their building Paraeducators. At the employee's discretion, personal leave time, sick time or any banked compensatory time may be drawn as the make-up time.

Additionally, in the event that District declares a late start, all Paraeducator employees are required to report to work by the designated late start time for student (or their normal start time, if after the designated late start time). On such occasions, Paraeducators shall be paid as if it were a normal, contracted work day with no deduction for pre-arranged sick time. In the event that there are multiple late start days, it will be at the discretion of district human resources if the time will need to be made up.

ARTICLE VIII INSURANCE

Section 8.1 Medical Insurance

Eligible employees may enroll for either individual or dependent coverage however each employee enrolled in this program shall contribute, through payroll deduction, any excess of the monthly premium over the maximum Employer contribution described in this section.

The employer will pay full single health insurance premium for a Paraeducator working thirty-five (35) hours or more per week during the school year. For Paraeducators enrolled in dependent coverage, the employer contribution for the high deductible health plan will be seventy percent (70%) of the total premium. Employees may purchase the co-pay plan with the employer contribution for the high deductible plan and the employee will pay the difference. Employees working twenty (20) hours but less than thirty-five (35) hours per week during the school year will receive a prorated contribution for health insurance premium based on their full-time equivalent (FTE) of thirty-five (35) hours. Employees working less than twenty (20) hours per week during the school year are not eligible for participation in the District's health insurance program.

In the event that two (2) employee's working for the district are married to each other and each one is eligible for single insurance, the district shall contribute each person's amount of single towards family coverage up to the amount of defined district contribution that is available to certified staff.

Benefit eligible employees shall have the right to enroll into District Insurance plans at the employees' expense if the plan permits it.

For employees hired during the 2011-2012 school years and, for all subsequent new hires, the District's insurance contribution will only be to the high deductible plan. Employees can buy into the co-pay plan at their own expense.

Section 8.2 Health Reimbursement Plan

The employer will contribute annually the amount of seven hundred and fifty (\$750.00) for individual coverage and one thousand and five-hundred (\$1,500) for dependent coverage into a health reimbursement account chosen by the employer for reimbursement of IRC Section 213(d) medical expenses incurred by themselves and their spouse and dependents. The employee must be enrolled in the high deductible health plan to be eligible for the contribution.

Section 8.3 Dental Insurance

Effective July 1, 2014, Paraeducator employees shall receive the same contribution towards single dental insurance as that contributed by the school district to certified employees.

Section 8.4 Life Insurance

Effective July 1, 2014, each employee is eligible for group term life insurance, including accidental death and dismemberment, in the amount of twenty five thousand dollars (\$25,000).

Section 8.5 Long Term Disability

Effective July 1, 2014, each employee is eligible to participate in the long-term disability insurance program provided by the employer.

ARTICLE IX MUTUAL RESPONSIBILITY

The Employer and the Union mutually recognize the needs of the public and that the right of students and residents of this District to the continuous and uninterrupted operation of their schools is of paramount importance. The Union agrees that during the term of this Agreement it will not engage in, support or encourage any work stoppages or slowdowns.

ARTICLE X SENIORITY

Section 10.1 Seniority

Seniority will be based upon continuous and unbroken employment with the Employer starting at first date of employment as a Paraeducator. Seniority is based on a time stamp issued upon completion of paperwork with designee from Human Resources. The seniority list will be developed as a cooperative effort between the Union and Employer. The seniority list will be in the form of one (1) list for the entire District.

The seniority list will be posted in each building and a copy will be mailed to the Union Stewards during the month of April. Questions regarding seniority shall be directed to the Human Resources Department in writing within one (1) calendar week of posting. At the end of this period the seniority list will be deemed correct.

Employees prior to this Agreement who were terminated in lieu of a layoff provision and subsequently rehired in lieu of a recall procedure will be given continuous seniority. Employees in the bargaining unit will earn seniority on the basis of date of employment. If more than one (1) individual has the same starting date of employment, time stamp will be used to break ties. Seniority shall terminate upon any of the following events:

- a) Resignation
- b) Termination for cause
- c) Retirement
- d) Failure to return from a leave of absence
- e) Expiration of recall period not to exceed two (2) calendar years

Employees on layoff or on unpaid leave of absence will continue to accrue seniority.

Section 10.2 Layoff/Recall

Employees will be given a two (2) week written notice before any layoff or reduction in hours during the school year. For purposes of this section, there shall be the following classifications for Paraeducators:

Community Ed Building Supervisor	Instructional-Indian Education
Clerical	Instructional-Title I
Supervisory	Technology
Computer Input	Special Education
LMC	Licensed Health Care Specialist
Bookkeeper	Secondary Modified Learning Center
Healthcare Specialist	Behavior Manager
General Instructional	Administrative
Instructional-ELL	Pool
Instructional-ETS	

The parties recognize the principle of seniority in administering layoffs and recalls within the stipulated classifications, provided the employee is fully qualified to perform the duties and responsibilities of the positions.

Subd. A Notice of Assignment When time in a building needs to be added for the current school year, principals will increase time of the most senior building employee in the job classification to be increased provided that the schedule fits and the assignment, training, qualifications, job duties and performance are sufficiently similar. Prior to the end of the school year, the Building principal or coordinator will formally meet with Paraeducators to explain the staffing vision for the following school year. Employees will be given written notice of their employment status for the next school year and will have not less than five (5) business days, with the exception of Saturday, Sunday or legal holidays, to respond to their written notice of assignment.

Subd. B. Layoff When hours in a building need to be cut for the current school year, principals will reduce hours of the least senior building employee in the job classification to be reduced, provided that the assignment, training, qualifications, job duties and performance are sufficiently similar. The District agrees to meet with the Union Stewards at the conclusion of the Notice of Assignment process to review assignments

When hours in a building need to be cut for the following school year, principals will reduce hours of the least senior building employee in the job classification to be reduced, provided that the assignment, training, qualifications, job duties and performance are sufficiently similar. The District agrees to meet with the Union Stewards at the conclusion of the Notice of Assignment process to review assignments.

An employee whose hours are reduced, may elect to accept the reduced assignment, initiate bumping according to Subd. D or go on layoff. The loss of hours which were added during the school year will not be considered a reduction in hours.

Subd C. Recall Employees shall be eligible for recall to new positions at or below their previous FTE within classifications for two (2) calendar years following the date of layoff, or until an unlimited number of jobs have been rejected within the one (1) calendar year. A laid off employee will be recalled to positions available the following school year in the same classification with similar job duties of the position that was held in the preceding two (2) school years. Employees who worked in multiple job categories may waive their recall rights to the categories in which they worked less than 2.25 hours per day or less without loss of recall rights. An employee will be recalled out of seniority

order if the same position held prior to layoff becomes available. Building principals will assign newly available hours on a seniority basis to persons who have suffered hour cuts after considering budget, schedules and qualifications.

Subd D. Bumping and Recall An employee whose position is being eliminated or has their hours cut by (1) hour or more, shall be sent written notice during the Notice of Assignment process at the end of each school year or be given at least thirty (30) days notice during the school year. Reduction in hours will be based on the Notice of Assignment form. Any positions available within job classification at the time of reduction in hours will be considered the least senior position. Affected employees may:

- Accept the reduced assignment;
- Elect to displace the least senior employee in the same job classification District-wide within one (1) hour of his or her total assignment; or
- Employees will only be allowed one (1) bumping opportunity. If they turn down an opportunity to bump, they go on layoff/recall.

If the individual is the least senior employee in the job classification, then he or she will be able to displace the least senior employee in the same pay classification provided he or she is qualified for the position.

If the employee chooses or is placed on layoff, recall to positions will follow the provisions contained in Subd. C. of Section 10.2.

The District will post all non-contract Paraeducator positions that occur during the school year in the building with the opening and Paraeducator employees have the right to apply.

Section 10.3 Job Posting

New positions or vacancies will be posted for a period of five (5) workdays. Provided one (1) or more of the applicants is qualified, and all applicants are current Paraeducators, an applicant will be assigned to the job within five (5) working days after the close of the posting period whenever possible. If the pool of qualified applicants includes both internal and external applicants, an applicant will be assigned to the job within ten (10) working days whenever possible. The District may consider awarding the position based on factors including seniority, training, experience, etc., but shall have the right to hire the most qualified candidate to fill the position. All qualified internal and external staff will be interviewed. Internal candidates will be interviewed before any external candidates. An internal candidate denied a posted position opportunity shall have the right to request a meeting with the supervisor with or without their union steward to discuss the reason for non-selection and what can be done to improve their chance to be hired.

ARTICLE XI GRIEVANCES AND ARBITRATION

Section 11.1 Definitions

The following definitions shall be applicable to terms used in this Agreement:

- (a) Grievance: A "grievance" is any dispute or disagreement as to the interpretation or application of any term or terms of this Agreement. A grievance may be processed through the entire grievance and arbitration procedure set forth in this article.
- (b) Day: a "day" is any calendar day except Saturday, Sunday or a legal holiday.

Section 11.2 First Step

Any employee with a grievance may discuss the matter with his/her immediate supervisor, within ten (10) days after the alleged original occurrence of the grievance. If the parties fail to agree within five (5) days after the discussion, or if the immediate supervisor fails to adjust the alleged grievance within five (5) days after the grievance discussion is held, the employee may appeal the grievance to the second step.

Section 11.3 Second Step

Any employee who is not satisfied with the disposition of the grievance at the first step shall, with the assistance of the Union Steward, file a written statement of the grievance with the Director of Human Resources within ten (10) days after the alleged original occurrence of the grievance. The written statement must be dated and signed by the employee and shall set forth the facts and state the provisions of this Agreement alleged to have been violated. If the parties fail to agree or the matter has not been satisfactorily adjusted within five (5) days after the hearing at the second step, the employee may appeal the grievance in writing to the third step.

Section 11.4 Third Step

If the disposition of a grievance at the second step is not satisfactory to the Union, the Union may file with the Superintendent a written request for a conference with the School Board regarding the grievance. At its next regularly scheduled meeting, the School Board shall set a time for a conference of the employee with the School Board or with a committee or representative of the School Board, which conference shall take place no later than the next succeeding regularly scheduled meeting of the School Board. The School Board shall indicate its disposition of the grievance, in writing, within seven (7) days after such conference, with a copy to the employee and the Union.

Section 11.5 Submission to Arbitration

The Union may submit to arbitration any grievance which has been properly processed through the third step of the formal grievance procedure. The Union must file with the Superintendent a written notice of intention to arbitrate not more than ten (10) calendar days after the written disposition of the grievance at step three. The parties shall first attempt to agree upon an arbitrator. If the agreement is not reached within three (3) days, either party may petition the Bureau of Mediation Services for assistance under the Public Employment Labor Relations Act of 1971, as amended.

The parties shall share equally, costs and fees of the arbitrator. The cost of the transcript or recording, if requested, shall be borne by the party requesting a copy of the transcript.

Section 11.6 Jurisdiction and Authority of Arbitrator

The arbitrator shall have jurisdiction only over those grievances which have been properly submitted to arbitration in accordance with the terms of the Agreement. The arbitrator shall have no power to add or to subtract from, or to change, modify or amend in any way the terms and conditions of employment set forth in the Agreement; nor shall the arbitrator have any power to hear or determine any dispute involving matters of inherent managerial policy. The decision of the arbitrator shall be subject to all the limitations or arbitration decisions set forth in the Public Employment Labor Relations Act of 1971, as amended.

Section 11.7 Representation

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

Section 11.8 Time Limitations

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

ARTICLE XII MANAGEMENT RIGHTS

Section 12.1 Authority and Power of the Employer

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

Section 12.2 Provisions Contrary to Law

Any portion of this Agreement which violates any provision of the laws of Minnesota or of the United States, or any rules or regulations promulgated thereunder, either now or hereafter, shall be null and void and without force and effect. If any provision of this Agreement or the application of any such provision under any circumstances is held invalid, it shall not affect any other provisions of this Agreement or the application of such provision under other circumstances. The Employer reserves the right to amend any provision of this Agreement as necessary thereunder, subject to the grievance procedure.

ARTICLE XIII DURATION AND RENEGOTIATION OF AGREEMENT

Section 13.1 Term of Agreement

This Agreement shall become effective as of August 16, 2019, and shall continue in full force and effect until August 15, 2021, and thereafter, until modifications are made pursuant to the PELRA of 1971, as amended.

Section 13.2 Effect of Agreement

Any and all prior engagements, resolutions, practices, policies, rules and regulations regarding terms and conditions of employment to the extent inconsistent with the provisions of this Agreement, are hereby superseded.

Section 13.3 Negotiations During Term

The parties mutually acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited opportunity to make demands and proposals regarding terms and conditions of employment. All understandings and agreements arrived at by the parties are set forth in this Agreement.

For the duration of this Agreement the Employer and the Union each voluntarily and unqualifiedly waives the right to meet and negotiate regarding any and all terms and conditions of employment, whether or not specifically referred to or covered in this Agreement, even though such matters may not have been within the knowledge or contemplation of either or both of the parties at the time this Agreement was negotiated or executed; provided however, that any or all of the provisions of this Agreement may be opened at any time by mutual consent.

MEMORANDUMS OF UNDERSTANDING

Substitute Paraeducator

It is agreed that the School District reserves the right to employ, on an on call basis, such personnel as it deems necessary or desirable as substitute Paraeducators to replace absent Paraeducators. A substitute Paraeducator is defined, for purposes of this Section, as an employee whose position is basically temporary or seasonal in character and is performing duties for the school District for less than sixty-seven (67) days or more in a school year. Substitutes who sub for pay class I, Paraeducators will receive fourteen dollars (\$14.00) dollars per hour. Substitutes who sub for pay class II, III, IV, or VI Paraeducators will receive fifteen dollars (\$15.00) dollars per hour. Licensed Health Care Specialist substitutes will receive \$20.00/hour. Retired Mounds View paraeducators will receive the probationary rate for the pay class of the Paraeducator they are subbing for. The District may increase the hourly rates listed above as necessary for recruitment purposes, but no higher than probationary wage for each class. Substitute Paraeducators shall not be eligible for any benefits or provisions of this Contract except for the salary listed above.

Class I Paraeducators

Class I Paraeducators who substitute for other classifications will be paid the Class I rate plus longevity or the substitute rate of pay, whichever is greater.

Non-contract Paraeducators:

Work ten (10) hours per week or less. Non-contract paraeducators can work as a substitute paraeducator at the substitute rate of pay and will become part of the bargaining unit should they exceed sixty-seven (67) days of work.

Contract Paraeducators

Can substitute for someone's full day/hours. They can also work before/after scheduled subbing shift in their regular position (can have someone else sub for the remaining hours). Regular and subbing hours cannot exceed forty (40) hours per week. Contract Paraeducators will receive the class rate (longevity, training wage if applicable) for the position in which they are subbing.

Level V Paraeducators in Early Childhood Programs

Because of the unique nature and schedule of the Early Childhood (EC) programs and calendar, Level V Paraeducators who work in the Early Childhood Programs only Early Childhood Special Education (ECSE) and Early Childhood Family Education (ECFE) may work both as a casual Paraeducator (less than 10.25 hours a week) and be able to accept positions to sub at times other than their regularly scheduled hours. Any casual Paraeducator positions determined in the EC programs must first be offered to current, contract level V EC Paraeducators prior to hiring a casual employee. Once a casual position is determined, it must be accepted as an entire position (i.e. all of the hours up to 10.25) and not be parceled out in smaller hour increments. This MOU will sunset on June 30, 2021.

Level V Paraeducator the Silverview Childcare Program

Because of the unique requirements of the Silverview childcare program, Level V Paraeducators may work both non contract hours and be able to accept substitute positions other than their regularly schedule hours. This MOU will sunset on June 30, 2021.

Training Task Force

Training will be provided in adherence to the guidelines established by the Paraeducator Training Task Force. The task force will be comprised of equal numbers of representatives from the Union and the District and meet before May 15 of each year to determine the training schedule and general topics to be covered the following school year. The trainings will be available to all paraeducators, but job-specific training will be left to the determination of the building. Notice of trainings will be provided as

soon as scheduled, but no later than June 15. A minimum of two (2) hours of this training will occur during teacher workshop week. This MOU will sunset on June 30, 2021.

Prep Time

For 20-21 school year, the following has been agreed to:

To create a task force that would include a representative from elementary, middle, high school and specialized programs from both administration, teacher leaders and the Paraeducator group to review work schedules and time. The purpose of the study is to make recommendations for schedules for the 21-22 school year. There will be an equal number of representatives from administration and the paraeducator group. This MOU will sunset June 30, 2021.

Sick Leave

For the 2019-2021 Contract year, the following will replace Section 6.5 Sick Leave of the master contract.

Sick leave with full pay will accumulate at the rate of one (1) day per month up to nine (9) months per school year cumulative without limit. No employee shall receive more than his/her regular amount of compensation for a day of absence.

Sick leave hours may be utilized for each period of necessary absence due to illness or injury. The Employer may require the employee to furnish a medical certificate signed by a doctor as evidence of illness or injury.

Upon notification of administrator, Paraeducators may use their sick leave benefits due to an illness of or injury to the employee's child, adult child, spouse, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent on the same terms upon which the employee is able to use sick leave benefits for the employee's own illness or injury. In addition, employees may use safety leave as defined in M.S. 181.9413 for the purpose of providing or receiving assistance because of sexual assault, domestic abuse, or stalking.

Accrued Sick leave used for safety leave or for the employee's adult child, spouse, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent or stepparent will be limited to 160 hours in any twelve (12) month period. Written requests for additional days will be considered by the Director of Human Resources and granted whenever circumstances warrant. Such leave is non-accumulative and is deductible from accumulated sick leave. In addition, use of the employee's accumulated sick leave shall be allowed for the qualified dependents as defined under state or federal law.

Mounds View Public Schools do not discriminate on the basis of race, color, creed, religion, sex, national origin, marital status, status with regard to public assistance, or disability.

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