WORKING AGREEMENT

BETWEEN

INDEPENDENT SCHOOL DISTRICT NO. 829

AND

INTERNATIONAL UNION OF OPERATING ENGINEERS

(LOCAL NO. 70)

REPRESENTATIVES OF THE PARAPROFESSIONALS

(2019-2021)
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AGREEMENT

ARTICLE I-PURPOSE

SECTION 1. Parties: THIS AGREEMENT is entered into between Independent School District No. 829, Waseca, Minnesota, hereinafter referred to as the School District, and the International Union of Operating Engineers, Local No. 70, hereinafter referred to as the exclusive representative, pursuant to and in compliance with the Public Employment Labor Relations Act of 1971 as amended, hereinafter referred to as the P.E.L.R.A., to provide the terms and conditions of employment for the Paraprofessional Employees of the Waseca Public School System, excluding all Community Education Paraprofessionals, other employees and/or any supervising personnel.

ARTICLE II-RECOGNITION OF EXCLUSIVE REPRESENTATIVE

SECTION 1. Recognition: In accordance with the P.E.L.R.A., the School District recognizes the International Union of Operating Engineers, Local No. 70, as the exclusive representative for Paraprofessional Employees employed by the School District, which exclusive representative shall have those rights and duties as described in the provisions of this Agreement.

SECTION 2. Appropriate Unit: The exclusive representative shall represent all such paraprofessionals of the district contained in the appropriate unit as defined in Article III, Section 2 of this Agreement and the P.E.L.R.A. and in certification by the Director of Mediation Services, if any.

ARTICLE III-DEFINITIONS

SECTION 1. Terms and Conditions of Employment: The term "Terms and conditions of employment" means the hours of employment, the compensation therefore including fringe benefits except retirement contributions or benefits other than employer payment of, or contributions to, premiums for group insurance coverage for retired paraprofessionals or severance pay, and the employer's personnel policies affecting the working conditions of the paraprofessionals. "Terms and conditions of employment" is subject to the provisions of P.E.L.R.A.

SECTION 2. Description of Appropriate Unit: For purposes of this Agreement, the term Paraprofessional Employees shall mean all persons in the appropriate unit employed by the School District in such classifications excluding the following: confidential employees, supervisory employees, essential employees, Community Education Paraprofessionals, part-time employees whose services do not exceed the lesser of 14 hours per week or 35 percent of the normal work week in the employees bargaining unit, employees who hold positions of a temporary or seasonal character for a period not in excess of 67 working days in any calendar year and emergency employees.
SECTION 3. School District: For purposes of administering this Agreement, the term "School District" shall mean the School Board or its designated representative.

SECTION 4. Other Terms: Terms not defined in this Agreement shall have those meanings as defined by the P.E.L.R.A.

ARTICLE IV - SCHOOL BOARD RIGHTS

SECTION 1. Inherent Managerial Rights: The exclusive representative recognizes that the school board is not required to meet and negotiate on matters of inherent managerial policy, which include, but are not limited to, such areas of discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, the organizational structure and selection and direction and number of personnel.

SECTION 2. Management Responsibilities: The exclusive representative recognizes the right and obligation of the school board 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 exclusive representative recognizes that all employees covered by this Agreement shall perform the services prescribed by the school board and shall be governed by the laws of the State of Minnesota, and by school board rules, regulations, directives and orders, issued by properly designated officials of the school district. The exclusive representative also recognizes the right, obligation and duty of the school board 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 order are not inconsistent with the terms of this Agreement. The exclusive representative also recognizes that the school board, all paraprofessionals covered by this Agreement, and all provisions of this Agreement are subject to the laws of the State of Minnesota, Federal laws, rules and regulations of the State Board of Education, and valid rules, regulations and orders of State and Federal governmental agencies. Any provision of this Agreement found to be in violation of any such laws, rules, regulations, directives or orders shall be null and void and without force and effect.

SECTION 4. Reservation of Managerial Rights: The foregoing enumeration of rights and duties shall not be deemed to exclude other inherent management rights and management functions not expressly reserved herein, and all management rights and management functions not expressly delegated in the Agreement are reserved to the school district.

ARTICLE V - PARAPROFESSIONAL RIGHTS

SECTION 1. Right to Views: Nothing contained in this Agreement shall be construed to limit, impair or affect the right of any paraprofessional or representative to the expression or communication of a view, grievance, complaint or opinion on any matter related to the

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conditions or compensation of public employment or their betterment, so long as the same is not designed and does not interfere with the full, faithful and proper performance of the duties of employment or circumvent the rights of the exclusive representative.

SECTION 2. Right to Join: Pursuant to P.E.L.R.A., paraprofessionals shall have the right to form and join labor or employee organizations, and shall have the right not to form and join such organizations. Paraprofessionals in an appropriate unit shall have the right by secret ballot to designate an exclusive representative for the purpose of negotiating grievance procedures and the terms and conditions of employment for paraprofessionals of such unit with the school district.

SECTION 3. Request for Dues Check Off: The exclusive representative shall be allowed dues check off for its members, provided that dues check off and the proceeds thereof shall not be allowed to any exclusive representative that has lost its right to dues check off, pursuant to P.E.L.R.A. Upon receipt of a properly executed authorization card of the paraprofessional involved, the school district will deduct from the paraprofessional’s paycheck the dues that the paraprofessional has agreed to pay to the paraprofessional organization in twenty-four (24) equal installments, beginning with the first pay period in September of each year. Effective July 1, 1996, the paraprofessional will be paid in twelve (12) equal installments and the dues will be paid each month over the twelve-month period beginning in September or the month following the first date of employment.

Subd. 1. Paraprofessional Lists: The employer shall advise the Union office in writing of the names, addresses, telephone numbers, social security numbers, classifications, starting dates, birth dates and insurance coverage (single or dependent) of all paraprofessionals added to this bargaining unit. The Union steward will be given a copy of such notices. Local 70 agrees to provide the name(s) of the Union steward to accomplish this notification. The Union Office shall be notified in writing when a paraprofessional is transferred to a different position and/or terminated employment with the District. The list will be transmitted no later than 30 days following the payroll period in which the change occurs.

Subd. 2. New Paraprofessionals: Union dues will be deducted from the wages of new paraprofessionals beginning with the first pay period following receipt of a properly executed authorization card. The school district will send dues each month to the Union Office.
ARTICLE VI - RATES OF PAY AND JOB CLASSIFICATION

SECTION 1. Base Pay: The rate of pay for 2019-2021 shall be:

Effective July 1, 2019- August 15, 2020*

<table>
<thead>
<tr>
<th>CATEGORY**</th>
<th>DBM JOB VALUE</th>
<th>STATE POINT SYSTEM</th>
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<tbody>
<tr>
<td>Instructional Paraprofessional</td>
<td>A13</td>
<td>1333</td>
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<tr>
<td>Title I</td>
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<tr>
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<tr>
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<td>Personal Care Assistant I-No Medical Procedures Required</td>
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<tr>
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<tr>
<td>(Hartley S/P DCD/ASD, WIS S/P DCD/ASD, JSHS S/P DCD/ASD)</td>
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<td>Personal Care Assistant II-Therapeutic Program Students, WCOC, and certain ECSE Paraprofessionals</td>
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<tr>
<td>Job Coach (WAGE/PAES Lab)</td>
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</table>

*To accommodate adjustment to contract regarding summer school compensation.

**The School District and the Exclusive Representative reserve the right to adjust the Category should a new position arise or a comparable worth study be requested and/or initiated.

STEP
STEP
P
BASE

STEP INCREASES: $.10 PER YEAR OF SERVICE IN ADDITION TO THE BASE RATE. Step increase increments will be made July 1 of each year, following the paraprofessional's second anniversary date.

Effective August 16, 2020 – August 15, 2021

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<tr>
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<tr>
<td>BASE</td>
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STEP INCREASES: $.10 PER YEAR OF SERVICE IN ADDITION TO THE BASE RATE. Step increase increments will be made July 1 of each year, following the paraprofessional's second anniversary date.
Changes in rates of pay for each paraprofessional will occur each July 1 for 2019. Moving forward, changes in rates of pay for each paraprofessional will occur each August 16. A paraprofessional must work at least 90 working days (Between July 1 and June 30) to be credited for advancement as a year of experience. A paraprofessional’s initial change in base pay will occur after successful completion of the 90 working day probationary period. Subsequent changes in rates of pay can only occur on July 1 for 2019, and August 16 thereafter. (Example: A paraprofessional begins work on May 1 and works for 31 days. The 90 working day probationary period will expire after July 1. No step increase will apply until each succeeding July 1, thereafter). (Current paraprofessionals will be placed on step equal to their years’ of experience. Step 5=Fifth year of experience. In the event a current paraprofessional would be placed on a step which would result in a pay decrease, the paraprofessional would advance to the next higher level step.) New paraprofessionals may be given credit for experience up to five (5) years upon recommendation of the superintendent of schools and at the discretion of the school board.

Paraprofessionals promoted to a higher band and grade will be placed at a rate of pay equal to or greater than their former position rate of pay, but in no case would the rate of pay in the higher band and grade be less.

SECTION 2. Anniversary Date: The first working day shall be considered the anniversary date of employment.

SECTION 3. Staff Development Pay: A paraprofessional will be paid their regular rate of pay when their administrative supervisor requires their attendance at staff development training sessions. Paraprofessionals will be paid $10.50 per hour if they attend staff development training sessions that are held outside of their normal workday provided prior approval has been granted.

SECTION 4. Holiday Pay: Paraprofessionals must work at least 1,040 hours per contracted school year to be eligible for paid holidays. If the holiday falls within the paraprofessional’s scheduled contract days, paraprofessionals who work four (4) or more hours per day will receive pay for the following holidays: Thanksgiving, Christmas Eve, Christmas Day, New Years Eve, New Years Day, Good Friday, and Memorial Day.

SECTION 5. Transportation (In-District): The district will reimburse those eligible and qualified paraprofessionals who work in assigned areas of two or more buildings during the school year, according to the school policy.

SECTION 6. Attendance Pay: Full year paraprofessionals who work at least 95% of their contracted days will be eligible for the following attendance pay to be paid on the July 15 payroll in the year after the attendance has been demonstrated. Paraprofessionals hired after the start of the school year are not eligible for this pay. For example, a full year paraprofessional who has been in attendance on the job at least 95% of the 2019-20 school year will receive their attendance pay on the July 15, 2020 payroll.
2019-2020
Years of Service  Amount
1-10          $375
11+           $725

2020-2021
Years of Service  Amount
1-10          $400
11+           $750

SECTION 7. Summer School and Other Student Contact Time: Paraprofessionals who work outside of their school year contracted day shall be compensated on an hourly basis per submitted time card. A paraprofessional shall be compensated based upon their school year step and applicable position band rate of pay. Beginning June 1, 2020, this rate of pay shall be applied for the entire summer school period. For example, the hourly rate earned in June, 2020, will remain the same for the entire duration of the applicable summer school position (through August 15, 2020).

ARTICLE VII - HOURS OF WORK

SECTION 1. The Board of Education reserves the right to employ personnel as it deems necessary on a part-time or casual basis.

SECTION 2. All paraprofessionals will be assigned work time schedules by their supervisors. It is the intent of the School Board that an orderly process be followed in making changes in a work schedule.

SECTION 3. Paraprofessionals will report to work on days when students are in attendance. Paraprofessionals must receive prior administrative approval to assist staff members when students are not in attendance.

SECTION 4. Breaks: A paraprofessional employee, working 6.5 hours or more per day, shall receive up to a maximum of two (2) fifteen (15) minute paid breaks per day during which time the paraprofessional employee will be permitted to leave the assigned work location upon approval of the supervising administrator. A thirty (30) minute non-paid, duty free lunch will be scheduled.

SECTION 5. Reporting to Work: The following examples will determine a paraprofessional’s schedule on days when the regular school schedule is disrupted due to inclement weather or other declared emergency closings.

Example A: Extreme Cases - No school for students and no Waseca Public School employees report to work, paraprofessionals will be paid at 100% of normal pay. This is limited to paraprofessionals who work 4 hours or more per day. Also, this is limited to a maximum three (3) days per year.
Example B: When school is closed, paraprofessionals do not report to work. One of the following situations will apply:

1. If the day is made-up at a later date as a student day, all paraprofessionals will work their normal schedule on the make-up day and will receive their normal pay.

2. If the day is not made-up as a student day, paraprofessionals will receive a pay deduct, or are allowed to use personal leave of absence if available.

3. Effective July 1, 2018, the district will offer two time card opportunities for paraprofessionals in the spring.

Example C: Late start for students, paraprofessionals report at the same time school starts. The hours not worked due to the late start will not be pay deducted on the first late start of the school year. Subsequent late starts will result in a pay deduct, or personal leave of absence may be used if available.

Example D: Early dismissal, district sends paraprofessionals home early, the hours not worked due to the early release will not be pay deducted on the first early dismissal of the school year. Subsequent early dismissals will result in a pay deduct for paraprofessional for the hours they were sent home, or personal leave of absence may be used if available.

Effective July 1, 2018, a paraprofessional may submit a written request to the District Office by May 1st if a they took a pay deduct for a full inclement weather day and would like to change it to personal leave, pending leave is available. This retroactive request would be allowed for a maximum of two full inclement weather days. This retroactive option is not available for late starts or early dismissals.

SECTION 6. Letters of Assignment: The employer will provide a letter of assignment at the earliest possible time upon School Board approval of the collectively bargained agreement to each paraprofessional outlining such details as scheduled work days, insurance contributions, rate of pay and other items deemed necessary. During a negotiation year, Letter of Assignment will be issued once a new contract has been settled.

ARTICLE VIII - LEAVE OF ABSENCE

SECTION 1. Qualifications for Leaves of Absence: To be eligible for leave benefits (sick leave, funeral leave, and personal leave), a paraprofessional must work at least 4 hours per day. Accumulated leave benefits cannot be lost by a paraprofessional if they are reduced to less than 4 hours per day. Pro-ration will occur for those working less than 8 hours per day. A paraprofessional must complete their probationary period before they are eligible to access their leave of absence benefits.
If a paraprofessional works a varied schedule, in that their regularly contracted hours per day are not the same the entire week, the district will calculate the average hours per week to determine leave benefits. For example, this would pertain to paraprofessionals who are regularly scheduled 6.5 hours Monday through Thursday and 4 hours on Fridays.

The amount of leave earned shall be based on July 1. The district recognizes that situations may occur that are out of the ordinary including terminal illnesses and other similar extraordinary events. Paraprofessionals may ask in writing to the superintendent for additional leave due to these circumstances. The Superintendent will make the final determination, which is not precedent setting or subject to the grievance process.

SECTION 2. Sick Leave: This is defined as leave granted a paraprofessional per M.S. 181.9413.

Subd. 1. Number of Days/Sick Leave Accumulation: These days will be earned at a rate of 1 day per 18 days of employment accumulating to a total of ten (10) days for a school year of employment. These days may be accumulated, if not used, to a total of one hundred twelve (112) days. This will be based on July 1. For example, a paraprofessional who works 6 hours per day for 180 days would earn 60 hours annually. All days are determined by the number of hours worked per day by each paraprofessional. For example, a paraprofessional who works 6 hours per day cannot accumulate more than 672 hours of sick leave. If a paraprofessional is reduced to less than the 6 hours, they will be allowed to keep in force the accumulated hours.

Subd. 2. Proof of Sick Leave: The school district may require a paraprofessional to furnish a medical certificate from the school nurse or from a qualified physician as evidence of illness indicating that absence was due to illness in order to qualify for sick leave pay. The sick leave allowed will be deducted from the accrued sick leave earned by the paraprofessional. Sick leave pay shall be approved only upon submission of a request through the on-line leave system, Aesop/Frontline. A medical certificate may be required for illnesses that last several consecutive days (3 days or more will be used as a guideline). Requests for medical certificates for other absences will include a conference with the paraprofessional prior to the absence.

Subd. 3. Worker's Compensation: Pursuant to M.S. 176, a paraprofessional injured on the job in the service of the school district and collecting worker's compensation insurance may draw sick leave and receive full salary from the school district, the salary to be reduced by an amount equal to the insurance payments and only that fraction of the days not covered by insurance will be deducted from accrued sick leave.

SECTION 3. Funeral Leave: An eligible paraprofessional shall be granted up to five (5) days per contract year, without loss of pay, to be requested in half day increments to attend a funeral of a member of their immediate family (husband, wife, children, parent, grandparents, grandchildren, parents or grandparents of spouse, sisters, brothers, sister-in-law, brother-in-law), and the equivalent of two (2) days per contract year to be requested in
half day increments, without loss of pay, for a funeral of other persons. The days shall not be deducted from sick leave.

SECTION 4. Personal Leave: Defined as leave taken for personal purposes. Paraprofessionals must obtain permission, in writing, at least three (3) days prior to the leave day. All personal leave must receive final approval from the superintendent of schools. The anniversary date for personal leave shall be July 1. The request does not need to state the reason for requesting personal leave.

Subd. 1. The number of days shall be two (2) days per year with accumulation up to four (4) days.

Subd. 2. The district will not approve personal leave during critical times in the school year or when approval would lead to staff shortages.

SECTION 5. Health Leave:

Subd. 1. A leave of absence without pay by reason of unsatisfactory personal health for a period not to exceed one year may be granted by the Board of Education upon presentation of evidence of need and upon exhaustion of the paraprofessional’s sick leave. Prior to returning to full employment, satisfactory completion of a school district prescribed physical examination may be required of a paraprofessional returning from health leave.

SECTION 6: Parental Leave:

Subd. 1. A paraprofessional shall be granted a parental leave of absence of no more than twelve (12) months, provided the parent follows the procedure outlined in this section.

Subd. 2. A paraprofessional shall notify the superintendent of schools in writing no later than the three (3) months prior to the estimated leave date which shall state an estimated date of return to work. A physician’s statement shall accompany the request which verifies the estimated date of delivery.

Subd. 3. The paraprofessional shall submit a written request to the superintendent for a child care leave including commencement date and return date.

Subd. 4. The effective beginning date of such leave and its duration shall be submitted by the superintendent to the school board for its action.

Subd. 5. A paraprofessional returning from a child care leave shall be re-instated to the former position provided that the paraprofessional returns on the date approved by the school board.

Subd. 6. The parties agree that periods of time for which the paraprofessional is on child care leave shall not be counted in determining the completion of the probationary period.
Subd. 7. A paraprofessional who returns from child care leave within the provisions of this section shall retain all previous experience credit and any unused leave time accumulated under the provisions of this Agreement at the commencement of the beginning of the leave. The paraprofessional shall not accrue any additional experience credit for leave time during the period of child care leave.

Subd. 8. A paraprofessional 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 she/he wishes to retain commencing with the beginning of the child care leave. FMLA provisions may apply. The right to continue participation in such group insurance programs, however, will terminate if the paraprofessional does not return to the district pursuant to this section.

SECTION 7: Maternity Disability Leave

Subd. 1. A paraprofessional shall be entitled to available sick leave up to thirty (30) working days pursuant to leaves of absences during the period of actual disability related to pregnancy or child birth. Such leave would have to be available and could be extended if complications cause disability beyond normal delivery.

Subd. 2. The superintendent of schools may require that the paraprofessional undergo a physical examination by a licensed physician of the paraprofessional’s choice. Such physician's opinion shall be determinative as to the period of disability.

Subd. 3. Failure of the paraprofessional to return pursuant to the date determined at the end of her disability shall constitute grounds for discharge.

Subd. 4. A pregnant paraprofessional shall notify the superintendent of schools in writing no later than the end of the 5th month of pregnancy and, also at such time, provide a physician's statement indicating the estimated date of delivery of the child.

SECTION 8: Medical Leave

Subd. 1. A paraprofessional who has completed the initial probationary period who is unable to perform duties because of illness or injury and who has exhausted all sick leave credit available, or has become eligible for long term disability compensation may, upon request, be granted medical leave of absence, without pay, up to six (6) months. The leave may be renewed at the discretion of the school board.

Subd. 2. A request for leave of absence, or renewal thereof, under this section shall be accompanied by a written doctor's statement outlining the condition of health and estimated time at which the paraprofessional is expected to be able to assume normal responsibilities.
SECTION 9: Insurance Application: A paraprofessional on unpaid leave is eligible to continue to participate in group insurance programs if permitted under the insurance policy provisions. The paraprofessional shall pay the entire premium for such insurance commencing with the beginning of the leave, and shall pay to the school district the monthly premium in advance on the 25th of the month preceding. FMLA provisions may apply.

SECTION 10: Credit: A paraprofessional who returns from an unpaid leave shall retain experience credit for pay purposes and other benefits which had accrued at the time leave commenced. No credit shall accrue for the period of time that a paraprofessional was on an unpaid leave.

SECTION 11. Jury Duty: A paraprofessional who is called for jury duty shall be compensated for the difference between the paraprofessional’s regular salary and the pay received for such application for the period he/she is away from his/her employment assignment. If the paraprofessional is dismissed from jury duty with two or more hours remaining in the work day, the paraprofessional is expected to return to work.

SECTION 12. Election Judge: A paraprofessional who works as an election judge shall be compensated the difference between the paraprofessional’s regular salary and the pay received for such application for the period he/she is away from his/her employment. The paraprofessional must give the employer at least 20 days’ written notice of being absent to serve as an election judge as per statute.

ARTICLE IX - GROUP INSURANCE

SECTION 1. Insurance Eligibility: To be eligible for health and dental insurance, a paraprofessional must be compensated for at least 1040 hours per their regular school year contract. To be eligible for long term disability insurance, a paraprofessional must work 716 hours per fiscal year. An eligible paraprofessional will have the option to be covered under the group insurance programs. If an eligible paraprofessional chooses not to participate in the plans, they must sign a declination of coverage. Insurance will go into effect the month following the date of employment.

SECTION 2. Health and Hospitalization Insurance: Those who work at least 1040 hours and no more than 2080 hours per the fiscal year will receive up to $4.25 per hour allowance for family health and $1.75 per hour allowance for single health.

SECTION 3. Establishment Of VEBA with Health Reimbursement Arrangement For Active and Retired Paraprofessionals:

Subd. 1. Establishment of VEBA: Effective July 1, 2005, the School District made available a VEBA Plan and Trust to all qualified paraprofessionals and eligible retirees who exercise their option to enroll in the health insurance program offered through the District. The School District, paraprofessionals, and eligible retirees assent to and ratify the appointment of the trustee and plan administrator for the VEBA Plan and
Trust. It is intended that this arrangement constitute a voluntary employees’ beneficiary association under Section 501(c)(9) of the Internal Revenue Code.

The School District will specify in the Adoption Agreement for the VEBA Plan document, before the first day of the health flexible spending account (FSA) plan year, that eligible health expenses will be paid from the FSA first, until an individual’s FSA account is exhausted, and from the VEBA Plan second. The School District agrees to take such steps as are necessary to achieve reimbursement of eligible health expenses from the FSA first, including amending the FSA or VEBA Plan so that their plan years begin and end on the same date.

VEBA Plan contributions ceased as of June 30, 2016. Language will remain in this agreement until all VEBA accounts have been depleted.

Subd 2. Payment of Administrative Fee: Administrative fees allocable to individual accounts of active paraprofessionals participating in the VEBA Plan shall be paid by the School District. Administrative fees allocable to individual accounts of active paraprofessionals who have accrued a balance in the VEBA Plan but change coverage, so that they are no longer entitled to School District contributions, shall be paid by the School District. Administrative fees allocable to the individual accounts of former paraprofessionals shall be paid by the former paraprofessional. If the VEBA Plan is terminated, or if School District contributions cease by agreement between the parties, administrative fees shall be paid by the School District if the paraprofessional remains active. Once the employment relationship is discontinued, the former paraprofessional will be responsible for the administrative fee.

SECTION 4: Health Insurance Policies

Subd 1. The School District shall make available two Public Employee Insurance Program (PEIP) non-high deductible health plans to all qualified paraprofessionals and eligible retirees who elect to participate in said plan. These two plans are called PEIP High and PEIP Value.

All district contribution will be applied to paraprofessional’s premium. The combined district contribution is pursuant to Section 2.

Subd 2. The School District shall make available a high deductible health plan to all qualified paraprofessionals and eligible retirees who elect to participate in said plan. This is an HSA (Health Savings Account). The paraprofessional can contribute to their HSA up to the IRS maximum amounts allowed. The entire employer contribution, pursuant to Section 2, will be applied to the paraprofessional’s insurance premium.

Subd. 3. Selection of School District’s Group Health and Hospitalization Plan: In the event this Agreement causes or will cause penalties, fees, or fines to be assessed
against the School District, the parties agree to reopen negotiations that result in a revised Agreement between the parties that eliminates or reduces penalties, fees, or fines to be assessed against the School District.

SECTION 5. Dental Plan: The School District shall contribute an amount equal to $684 per year to paraprofessionals who work 2,080 hours per year. Those who work less than 2,080 hours and more than 1,040 hours per year will be prorated.

SECTION 6. Long Term Disability Insurance: The School District shall contribute 100% of the cost of an approved Long Term Disability Plan for each eligible paraprofessional as per Section 1.

SECTION 7. Retirees Health Insurance Contribution. The school district will contribute as per Article IX, Section 2, the health insurance premium for each eligible paraprofessional who retires between the ages of 60 and 65. A paraprofessional must have worked at least 15 consecutive years for the district prior to the retirement date to be eligible. An eligible paraprofessional must have the health insurance program in force on the date of retirement. These payments shall continue until the first of the month following the 65th birthday. All retired paraprofessionals who reach the age of 65 must enroll in Medicare Part B in order to continue on the health insurance plan at their own expense.

SECTION 8. Claims Against The School District: It is understood that the school district's only obligation is to purchase an insurance policy and pay such amounts as agreed to herein and no claim shall be made against the school district as a result of a denial of insurance benefits by an insurance carrier.

SECTION 9. Duration Of Insurance Contribution: A paraprofessional is eligible for school district contribution as provided in this Article as long as the paraprofessional is employed by the school district. Upon termination of employment, all district contribution shall cease except as stated in Section 7.

ARTICLE X – VACANCIES AND POSTINGS

SECTION 1. Posting of Vacancies. All open positions will be posted for a period of five (5) working days in district before being opened outside the district. A position may be filled on a temporary basis pending completion of the posting and application procedures.

SECTION 2. Application for Vacancies. All paraprofessionals under this Agreement may submit an application in writing for any vacancy which is posted pursuant to this Article.

SECTION 3. Filling Vacancies. The employer shall not fill a position from outside the district until present qualified paraprofessionals are given the opportunity in order of seniority to be considered for the position. The school district will consider job skills and work performance when filling vacant positions. The employer will make the final decision and will consider applicable qualifications, job skills, and acceptable past job performance in
filling the vacancy. It is agreed the district will be fair and equitable in administering this agreement. Any internal applicant who is not awarded a position will upon request be provided a written explanation.

ARTICLE XI-SENIORITY

SECTION 1. Unit Seniority: Seniority shall be defined as the length of continuous employment with the School District in a position covered by this agreement.

SECTION 2. Date of Seniority: Paraprofessionals shall acquire seniority upon completion of the probationary period as defined in this Agreement, and, upon acquiring seniority, the seniority date shall relate back to the first date of service. If more than one paraprofessional commences work on the same date, seniority ranking for such paraprofessionals shall be determined by the following criteria in the following order:

1. Commencement date
2. Date of School Board approval
3. Date and time contract was signed
4. Date paraprofessional applied for the position
5. Flip of a coin.

SECTION 3. Seniority List: A seniority list will be provided by the School District and revised in November of each year. Disputes arising from such revisions must be made with the superintendent within thirty (30) calendar days from date of posting. If no appeals are filed, the list shall be deemed correct as posted.

SECTION 4. Loss of Seniority: Paraprofessionals will lose their seniority in the event of retirement, resignation, termination for just cause, one (1) school year in another District position not covered by this agreement, layoff for more than eighteen (18) months or failure to report within five (5) days of recall from layoff. Seniority will be lost if the paraprofessional leaves the bargaining unit but continues to work for the district.

ARTICLE XII-LAYOFF, RECALL, AND RESIGNATION

SECTION 1. Notice of Layoff: When involuntary reductions are made in the work force, the School District will notify the paraprofessional affected by the layoff by giving seven (7) calendar day written notice of layoff. This shall also apply to reduction of hours. When the hours of work are reduced causing a 20% reduction in wage and benefit, the paraprofessional may consider it a layoff and implement bumping rights under Section 4 of this article.

SECTION 2. Layoff and Recall Rights: When a layoff occurs, the least senior paraprofessional will be laid off first, unless a more senior paraprofessional voluntarily agrees in writing to take the layoff. Recall will be in seniority order. The last paraprofessional laid off will be the first paraprofessional recalled back to work.

SECTION 3. Notice of Recall: The School District will notify paraprofessionals on layoff
status via certified mail (or direct contact) to the paraprofessional's last known address. It is the responsibility of the paraprofessionals to keep the School District informed of any change of address and phone number.

SECTION 4. Bumping Rights: If an involuntary reduction in the work force is made that affects a paraprofessional who is not the least senior, that paraprofessional shall have the right to displace (bump) the least senior paraprofessional in an equal or lower job classification for which he/she is qualified.

SECTION 5. Resignation: A seven (7) day written notice is required of all paraprofessionals who elect to resign their employment with the School District.

ARTICLE XIII-PROBATIONARY PERIOD

SECTION 1. Probationary Period: The first ninety (90) days of continuous employment with the School District shall be considered as a probationary period. During this period, a paraprofessional may be disciplined with or without cause and shall not have recourse to the grievance procedure. The probation period may be extended by mutual agreement of the School District, the union and the paraprofessional.

SECTION 2. Completion of Probationary Period: A paraprofessional who has completed the probationary period may be disciplined only for cause. A paraprofessional who has completed the probationary period and is disciplined shall have access to the grievance procedure.

SECTION 3. Job Performance Evaluation: All paraprofessionals will be evaluated with respect to job performance at least once per year. The building principal or direct supervisor will be the responsible party to provide the orderly evaluation. Every attempt will be made to complete the evaluation by March 31 of each year.

ARTICLE XIV- GRIEVANCE PROCEDURE

SECTION 1. Review of Grievance: A paraprofessional who feels that she or he has a grievance shall be invited to discuss the matter with her or his supervisor. Paraprofessionals should follow the chain of command before the issue is brought to the school board. The Board of Education recognizes the importance of open and frank discussion on any matter that is of concern to a paraprofessional. All grievances not settled to the satisfaction of the paraprofessional may be taken to a committee of the Board of Education and shall be in writing and shall be made through the representative of Local Union No. 70 of I.U.O.E. In the event that the paraprofessional and the Board of Education committee are unable to resolve any grievances, the union or the Board of Education may petition the Director of the Bureau of Mediation/State of Minnesota for the sole purpose of effecting a settlement of the dispute.

SECTION 2. Arbitration: Any grievance not resolved by the Bureau of Mediation Services
within thirty (30) calendar days may be submitted to binding arbitration by either the Union or the School District. The party requesting arbitration shall notify the Bureau of Mediation Services with a copy to the other party. The request shall be for a list of five (5) area arbitrators.

SECTION 3. Selection of Arbitrator: The party requesting the list shall strike the first name. The parties shall alternately strike names until only one name remains. That person shall be the arbitrator. The decision of the arbitrator shall be final and binding on both parties. The cost of the arbitrator will be shared equally.

ARTICLE XV - PARAPROFESSIONAL AND UNION RIGHTS

SECTION 1. Union Steward: The Union, upon written notification to the Employer, may designate a steward position at each site within the bargaining unit. Each site position shall be allowed reasonable time, with pay, to investigate and resolve grievances or arbitrations, participate in contract negotiations, attend Union training, post Union notices and announcements, and transmit communications authorized by the Union to the Employer. Each site position will be allowed compensation for up to 24 workday hours per year.

SECTION 2. Union Rights: The Union shall be allowed to hold meetings of its membership, without cost, on Waseca School premises at a place approved in advance.
ARTICLE XVI - DURATION

The agreement shall remain in full force and effect for a period commencing on _July 1, 2019_ through _June 30, 2021_ and thereafter until modifications are made, pursuant to the P.E.L.R.A. of 1971. Unless mutually agreed, the parties shall not commence negotiations more than 60 days prior to the expiration of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as follows:
FOR - I.U.O.E. Local 70, 2722 County Road D East, White Bear Lake, MN 55110
FOR - Waseca Public Schools (I.S.D. #829), 501 East Elm Avenue, Waseca, MN 56093

David L. McHalen
Business Manager

_Signature_

President

Linda Powers
Recording Corresponding Secretary

_Signature_

Business Representative

Kari L. Arven
Steward

_Signature_

Steward

Pamela Quehe
Steward

_Signature_

Steward

Laura Schmitz

_Signature_

Date: 11/18/19

Chairman, Board of Education

Dave D. Arnell
Clerk, Board of Education

Date: October 24, 2019