

**COLLECTIVE BARGAINING AGREEMENT**

**between**

**Service Employees International Union, Local 284**

**Paraprofessional Bargaining Unit**

**and**

**Independent School District No. 879, Delano Public Schools**

**Effective Dates: July 1, 2010 through June 30, 2012**

# Table of Contents

<b>ARTICLE I. PURPOSE</b> .....	5
<b>ARTICLE II. RECOGNITION OF EXCLUSIVE REPRESENTATIVE</b> .....	5
Section 1. Recognition .....	5
Section 2. Appropriate Unit .....	5
<b>ARTICLE III. DEFINITIONS</b> .....	5
Section 1. Terms and Conditions of Employment .....	5
Section 2. Appropriate Unit .....	5
Section 3. School District .....	5
Section 4. Employee .....	5
Section 5. Full-time.....	5
Section 6. Other Terms .....	6
<b>ARTICLE IV. SCHOOL BOARD RIGHTS</b> .....	6
Section 1. Inherent Managerial Rights.....	6
Section 2. Management Responsibilities .....	6
Section 3. Effect of Laws, Rules and Regulations.....	7
Section 4. Reservation of Managerial Rights .....	7
<b>ARTICLE V. EMPLOYEE RIGHTS</b> .....	7
Section 1. Right to Views .....	7
Section 2. Right to Join.....	7
Section 3. Request for Dues Check Off.....	7
<b>ARTICLE VI. RATES OF PAY</b> .....	7
Section 1. Rates of Pay .....	7
Section 2 Step Placement and Advancement.....	8
Subd. 1 .....	8
Section 3. Career Increments .....	8
Section 4. Certification Stipend.....	8
Section 5. Overtime .....	8
Section 6. Recording Hours Worked .....	8
Section 7. Special Functions.....	8
Section 8. One-time Stipend .....	9
<b>ARTICLE VII. GROUP INSURANCE</b> .....	9
Section 1. Selection of Carrier .....	9
Section 2 Health and Hospitalization Insurance .....	9
Subd. 1 Cash-in-lieu.....	9
Section 3. Duration of Insurance Contribution .....	9
Section 4. Dental Insurance .....	9
Section 5. Long-term Disability Insurance .....	10
Section 6. No Claims Against District.....	10
Section 7. Retiree Health Insurance.....	10
Section 8. Reduction in Hours .....	10

<b>ARTICLE VIII. HOURS OF SERVICE .....</b>	<b>10</b>
Section 1. Hours of Service .....	10
Section 2. In-Service Training .....	10
Section 3. Shifts and Starting Time .....	10
Section 4. Lunch Period .....	11
 <b>ARTICLE IX. HOLIDAYS.....</b>	 <b>11</b>
Section 1. Holidays Observed.....	11
Section 2. Weekends.....	11
Section 3. Payment for Holidays .....	11
 <b>ARTICLE X. LEAVE OF ABSENCE .....</b>	 <b>11</b>
Section 1. Sick Leave.....	11
Subd. 1 .....	11
Subd. 2 .....	11
Subd. 3 .....	12
Subd. 4 .....	12
Section 2. Family Critical Illness.....	12
Section 3. Bereavement .....	12
Section 4. Personal Leave .....	12
Section 5. Medical Leave.....	12
Subd. 1 .....	12
Subd. 2 .....	12
Section 6. Jury Duty.....	12
Section 7. Unpaid Leave .....	12
Section 8. Continuation of Insurance While on Leave .....	12
Section 9. Seniority .....	13
 <b>ARTICLE XI. PROBATIONARY PERIOD .....</b>	 <b>13</b>
Section 1. Probationary Period .....	13
Subd. 1 Probationary period new employee .....	13
Subd. 2 Seniority date upon completion of probation .....	13
Section 2. Vacancies .....	13
 <b>ARTICLE XII. DISCIPLINE AND DISCHARGE .....</b>	 <b>13</b>
Section 1. Discipline and Discharge .....	13
Section 2. Grievance .....	14
Section 3. Signature .....	14
 <b>ARTICLE XIII. REDUCTION IN FORCE.....</b>	 <b>14</b>
 <b>ARTICLE XIV. GRIEVANCE PROCEDURE .....</b>	 <b>14</b>
Section 1. Grievance Definition.....	14
Section 2. Representation.....	14
Section 3. Definitions and Interpretations .....	14
Subd. 1 Extension .....	14
Subd. 2 Days .....	14
Subd. 3 Computation of Time.....	14
Subd. 4 Filing and Postmark.....	15
Section 4. Time Limitation and Waiver.....	15

Section 5. Adjustment of Grievance .....	15
Subd. 1 Level I.....	15
Subd. 2 Level II.....	15
Section 6. Denial of Grievance .....	15
Section 7. Arbitration Procedures .....	15
Subd. 1 Request .....	15
Subd. 2 Prior Compliance Required .....	16
Subd. 3 Selection of Arbitrator .....	16
Subd. 4 Hearing .....	16
Subd. 5 Decision .....	16
Subd. 6 Expenses .....	16
Subd. 7 Jurisdiction.....	16
Subd. 8 Election of Remedies and Waiver .....	17
 <b>ARTICLE XV. PUBLIC OBLIGATION .....</b>	 <b>17</b>
 <b>ARTICLE XVI. DURATION AND EFFECT.....</b>	 <b>17</b>
Section 1. Term.....	17
Section 2. Complete Agreement .....	17
Section 3. Finality .....	17
Section 4. Severability .....	17
 <b>APPENDIX A. HIGHLY QUALIFIED PARAPROFESSIONAL REQUIREMENTS .....</b>	 <b>19</b>

## **ARTICLE I. PURPOSE**

This Agreement is entered into by and between Independent School District No. 879, Delano, Minnesota (hereinafter referred to as the “District” or “School District”) and the Service Employees International Union, Local 284 (hereinafter referred to as the “exclusive representative”) pursuant to and in compliance with the Public Employment Labor Relations Act (hereinafter referred to as “PELRA”), to provide the terms and conditions of employment for paraprofessionals excluding Community Education Paraprofessionals and supervisory, confidential, and managerial employees employed by the District during the duration of this Agreement.

## **ARTICLE II RECOGNITION OF EXCLUSIVE REPRESENTATIVE**

**Section 1. Recognition:** In accordance with PELRA, the District recognizes Service Employees International Union, Local 284 as the exclusive representative for all paraprofessional employees, who are employed by the District and are public employees within the meaning of Minnesota Statutes Section 179A.03, subdivision 14, excluding Community Education Paraprofessionals, supervisory, confidential, and managerial employees. The exclusive representative will have the rights and duties that are prescribed by PELRA and are described in this Agreement.

**Section 2. Appropriate Unit:** The exclusive representative represents all employees of the District contained in the appropriate unit as defined in Article III, Section 2 of this Agreement and as certified by the Commissioner of the Bureau of Mediation Services (BMS).

## **ARTICLE III DEFINITIONS**

**Section 1. Terms and Conditions of Employment.** For purposes of this Agreement, “terms and conditions of employment” means the hours of employment, the compensation therefore including fringe benefits except retirement contributions or benefits, and the employer’s personnel policies affecting the working conditions of the employees.

**Section 2. Appropriate Unit:** For purposes of this Agreement, the “appropriate unit” means all paraprofessional employees who are employed by the District and are public employees within the meaning of Minnesota Statutes Section 179A.03, subdivision 14, excluding Community Education Paraprofessionals, supervisory, confidential, and managerial employees.

**Section 3. School District:** For purposes of this Agreement, the terms “School District” and “District” mean the District’s School Board or its designated representative(s).

**Section 4. Employee:** For purposes of this Agreement, the term “employee” means a member of the appropriate unit.

**Section 5. Full-time:** For purposes of this Agreement, the term “full-time” means that an employee works an average of thirty (30) hours per week.

**Section 6. Other Terms:** Terms not defined in this Agreement shall have those meanings as defined by PELRA.

## **ARTICLE IV SCHOOL BOARD RIGHTS**

**Section 1. Inherent Managerial Rights:** The exclusive representative recognizes that the District is not required to meet and negotiate on matters of inherent managerial policy. All management rights and management functions that are not expressly relinquished in this Agreement are reserved to the District. The District's inherent managerial rights include, but are not limited to, the right:

- A. To direct all operations of the school system;
- B. To establish reasonable work rules, regulations, and schedules of work;
- C. To hire, schedule, assign, reassign, transfer, and promote employees;
- D. To assign and reassign duties and responsibilities to employees;
- E. To determine the qualifications of employees in positions in the school system;
- F. To suspend, discharge, and take other disciplinary action against employees for cause;
- G. To create, revise, or eliminate positions;
- H. To maintain efficiency of its school operations and to operate its schools in a manner that is most economical to the taxpayers of the District;
- I. To introduce new or improved methods or facilities or to change existing methods or facilities;
- J. To determine the kinds and amounts of services to be performed for school system operations and the number and kinds of positions and job classifications to perform such services;
- K. To determine the methods, means, and personnel by which school system operations are to be conducted;
- L. To take whatever reasonable actions are necessary in emergency situations; and
- M. To develop and implement evaluations and accountability procedures applicable to all job functions and employees.

**Section 2. Management Responsibility:** The exclusive representative recognizes that the District has the right and obligation to efficiently manage and conduct the operation of the District within its legal limitations and that the District's primary obligation is to provide educational opportunity for the students of the District.

**Section 3. Effect of Laws, Rules and Regulations:** The exclusive representative recognizes that all employees covered by this Agreement must perform the services prescribed by the District and shall be governed by the laws of the State of Minnesota and by rules, regulations, and directives issued by officials of the District. The exclusive representative also recognizes the right, obligation, and duty of the District to promulgate rules, regulations, and directives from time to time as deemed necessary by the District insofar as such rules, regulations, and directives are not inconsistent with the terms of this Agreement. Any provision of this Agreement found to be in violation of any such laws, rules, regulations, or directives shall be null and void and without force and effect.

## **ARTICLE V EMPLOYEE RIGHTS**

**Section 1. Right to Views:** Nothing contained in this Agreement will be construed to limit, impair, or affect the right of any employee or representative to the expression or communication of a view, grievance, complaint, or opinion on any matter related to the conditions or compensation of public employment or their betterment, so long as the same is not designed to and does not interfere with the full, faithful, and proper performance of the duties of employment or circumvent the rights of the exclusive representative.

**Section 2. Right to Join:** Pursuant to PELRA, employees have the right to form and join labor or employee organizations. Employees also have the right not to form and join such organizations. Employees in an appropriate unit 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 employees of such unit with the District.

**Section 3. Request for Dues Check Off:** Employees may request and will be allowed dues check off for the exclusive representative, unless the exclusive representative has lost its right to dues check off pursuant to PELRA. Upon receipt of a properly executed authorization card for the employee involved, the District will deduct from the employee's paycheck the dues that the employee has agreed to pay to the exclusive representative during the period stated in the authorization. Deductions will be made each month, for each month an employee works, and transmitted to the exclusive representative together with a list of names of the employees from whose pay deductions were made. The exclusive representative hereby agrees to defend and indemnify the District from any and all actions, suits, and claims that any employee may have or claim to have, now or in the future, arising out of or related to the deduction of dues that the employee has agreed to pay to the exclusive representative.

## **ARTICLE VI RATES OF PAY**

**Section 1. Rates of Pay:** During the period of July 1, 2010 to June 30, 2012, employees will be paid according to the following schedule:

	2010-2011	2011-2012
Step 1	\$11.35	\$11.35
Step 2	\$12.07	\$12.07
Step 3	\$12.86	\$12.86
Step 4	\$13.69	\$13.69
Step 5	\$14.72	\$14.72

Salary, career increments and step advancement are frozen at current levels, except as provided in Section 2, Subd. 1.

**Section 2. Step Placement and Advancement:** The District retains the right to place new employees above the first step.

**Subd 1.** Effective June 30, 2012, paraprofessionals will advance one step on the salary schedule under Article VI, Section 1, but the step advancement will be prospective and will not result in any retroactive payment.

**Section 3. Career Increments:** Employees will receive the following career increments:

Beginning the 5 <sup>th</sup> year:	\$.25
Beginning the 10 <sup>th</sup> year:	\$.35
Beginning the 15 <sup>th</sup> year:	\$.40
Beginning the 20 <sup>th</sup> year:	\$.55

(for a total of \$1.55)

**Section 4. Certification Stipend:** Any paraprofessional who has met the certification Guidelines, as outlined in Appendix A, is eligible to receive an annual stipend in the amount of two hundred fifty dollars (\$250) per school year (July 1 to June 30). The \$250 stipend will continue to be available based upon the paraprofessional requirements as outlined in Appendix A. The amount of the annual stipend will be prorated for part-time employees who meet the District's certification requirements, as outlined in Appendix A. The District will pay, in a separate check, this annual stipend on or about June 20 of each school year to eligible employees who continue to be employed by the District as of that date. Employees who separate from employment for any reason before the last student contact day shall receive a pro-rata portion of the stipend based on actual days worked. The District may modify the certification requirements in Appendix A by providing notice to the employees on or before September 1 of the school year in which the new requirements will apply.

**Section 5. Overtime:** An employee will receive overtime pay at the rate of one and one-half (1.5) times the employee's regular rate of pay for hours worked in excess of forty (40) during the regular workweek. No employee may work in excess of forty (40) hours during a regular workweek without prior approval from the Superintendent or the Superintendent's designee. Paid leave in any form will not be considered "hours worked" for purposes of determining whether an employee is eligible to receive overtime.

**Section 6. Recording Hours Worked:** The District may require employees to use a time clock or other method of recording hours worked. The District may round the hours worked by an employee up or down by five minutes per week. Employees shall be paid for all time worked.

**Section 7. Special Functions:** An employee who is asked to work at a special function, such as a music program or Kindergarten roundup, will be paid a stipend of twenty-five dollars (\$25.00) or the employee's hourly rate for the hours worked, whichever is greater. Employees will not be assigned to any overnight activities without their consent, unless the District is unable to find a sufficient number of employees who are willing to accept the overnight assignment on a voluntary basis.

**Section 8. One-Time Stipend:** Employees working less than 20 hours per week will receive a \$150 stipend and employees working more than 20 hours per week will receive a \$300 stipend each year payable in a separate check by June 30.

## **ARTICLE VII GROUP INSURANCE**

**Section 1. Selection of Carrier:** The District shall select the insurance carrier and the insurance policy. The District retains the right to change the insurance carrier and the insurance policy that it selects subject to any applicable laws.

**Section 2. Health and Hospitalization Insurance:** The District shall contribute a sum not to exceed six thousand dollars (\$6,000) for the 2010-2011 school year and six thousand five hundred dollars (\$6,500) for the 2011-2012 school year toward the premium for single or family group VEBA medical and hospitalization insurance coverage for each full-time employee who is enrolled in the group health and hospitalization selected by the District. Any additional costs of the premium shall be borne by the employee and paid by payroll deduction. Employees who regularly work at least twenty-seven (27) but less than thirty (30) hours per week are eligible for a prorated amount of the District contribution toward the cost of the premium. Employees who regularly work at least twenty-five (25) but less than twenty-seven (27) hours per week are eligible to participate in the group health insurance plan selected by the District at their own expense and without any contribution from the District. Employees who regularly work fewer than twenty-five (25) hours per week are not eligible to participate in the group health insurance plan selected by the District.

**Subd 1. Cash-in-lieu.** Employees who work thirty (30) hours or more per week and choose to waive health insurance coverage will receive an additional \$1.40 per hour for each hour worked during the school year in which the employee waived coverage under the group health insurance plan selected by the District. Employees who were hired before December 1, 2008; who work at least 20 hours per week, but less than 30 hours per week; and who choose to waive health insurance coverage will receive an additional \$1.00 per hour for each hour worked during the school year in which the employee waived coverage under the group health insurance plan selected by the District. Employees who were hired after November 30, 2008; who work at least 27 hours per week, but less than 30 hours per week; and who choose to waive health insurance coverage will receive an additional \$1.00 per hour for each hour worked during the school year in which the employee waived coverage under the group health insurance plan selected by the District.

**Section 3. Duration of Insurance Contribution:** Upon termination of employment for any reason, an employee is no longer eligible to receive any contribution from the District toward the cost of any insurance premium. The District's obligation to make any payment toward any insurance premium for such an employee shall cease effective on the employee's last day of employment.

**Section 4. Dental Insurance:** Employees may purchase dental insurance through the District's group dental insurance plan at their own expense, provided they meet the terms established by the dental insurance plan selected by the District.

**Section 5. Long-Term Disability Insurance.** The District shall pay the premium for the cost of long-term disability insurance for each full-time employee. Employees who regularly work at least twenty-seven (27) but less than thirty (30) hours per week are eligible for a prorated amount of the District contribution toward the cost of the premium. Employees who regularly work at least twenty (20) but less than twenty-seven (27) hours per week are eligible to participate in the long-term disability plan at their own expense and without any contribution from the District. Employees who regularly work fewer than twenty (20) hours per week are not eligible to participate in the long-term disability plan. The District will select the long-term disability plan.

**Section 6. No Claims Against the District:** The District is not guaranteeing that any particular claim will be paid or covered by any insurance, or that any specific amount will be paid out under any insurance policy. The District's only obligation is to select a policy and pay the amounts stated in this Article of the Agreement. No claim or cause of action shall be made against the District as a result of a denial of insurance benefits by an insurance carrier or for any claim that is not covered or paid by insurance.

**Section 7. Retiree Health Insurance. Access to single insurance:** Full-time employees who retire after reaching the age of fifty-five (55) may participate at their own expense, and without any contribution from the District, in the single coverage group health insurance plan selected by the District until they are eligible for Medicare.

**Section 8. Reduction in Hours:** In the event a reduction in hours becomes necessary, the District will reduce employees' hours in the inverse order in which they were employed in a position governed by this agreement. For existing full-time employees employed as of the date of this signed collective bargaining agreement who are reduced to part-time employment of 25 hours per week or more during the term of this agreement shall be eligible to receive the full-time district contribution for the district health and LTD insurance plans for a period of one year from the time the employee is reduced to part-time employment. Upon termination of employment, all employer contributions shall cease. This section sunsets as of June 30, 2012.

## **ARTICLE VIII HOURS OF SERVICE**

**Section 1. Hours of Service:** The District will determine the hours of service for each employee, including but not limited to the starting time and ending time for shifts and the time when an eligible employee, as described in Section 4 of this Article, will take a duty-free lunch break. The number of hours that an employee works per day, per month, and per year may vary based on the District's assessment of its needs. If an employee is assigned to work with a specific student and that student is absent from school, the building principal will assign the employee to work in another position. The paraprofessional has the option to work or not work in that position. The principal has the discretion to determine how many days the paraprofessional will be offered the option to work or not work on a case-by-case basis.

**Section 2. In-Service Training:** The District may establish dates and times of mandatory training for employees. Employees will be compensated at their regular hourly rate for attending such training, including workshop days before the start of the school year.

**Section 3. Shifts and Starting Time:** All employees will be assigned starting times and shifts as determined by the School District. The School District shall notify employees of their job assignments by the end of the school year for the coming school year. The letter of assignment

shall include the following statement: “This letter of assignment is subject to all applicable federal and state laws and to the provisions of the Collective Bargaining Agreement between Service Employees International Union, Local 284 Paraprofessionals Bargaining Unit and Independent School District No. 879, Delano Public Schools, including the District’s right to schedule, assign, reassign and transfer employees and to assign and reassign responsibilities to employees.”

**Section 4. Lunch Period:** Full-time employees, and any part-time employees who work eight hours in a particular duty day, will receive a thirty-minute lunch break, which shall be unpaid and duty-free.

## **ARTICLE IX HOLIDAYS**

**Section 1. Holidays Observed:** Employees shall be granted the following seven (7) paid holidays, provided that they work the normally scheduled work day before or after the holiday: Thanksgiving Day, Christmas Eve Day, Christmas Day, New Year’s Day, Good Friday, Memorial Day, and Labor Day.

**Section 2. Weekends:** If a holiday that is designated in Section 1 of this Article falls on a Saturday or a Sunday, the District will determine when the holiday will be observed.

**Section 3. Payment for Holidays:** For each holiday designated in Section 1 of this Article, an employee shall be paid at her/her regular hourly rate for the number of hours she/he is regularly assigned to work. If the employee’s hours vary from day-to-day or week-to-week, the employee will be paid at her/his regular hourly rate for the average number of hours that the employee worked during the two-week period immediately preceding the holiday.

## **ARTICLE X LEAVES OF ABSENCE**

**Section 1. Sick Leave:** Each full-time employee shall earn nine days of sick leave per school year at the rate of one day per month. Each part-time employee shall accrue sick leave monthly on a pro rata basis in accordance with the number of hours worked by the employee during the month. An employee may accumulate up to 120 days of sick leave.

**Subd. 1.** An employee may use accumulated sick leave whenever the employee’s absence is found to have been due to an illness or disability that prevented the employee from attending school and performing duties on that day. An employee may use accumulated sick leave for absences due to an illness or injury to the employee’s child.

**Subd. 2.** The District may require that an employee provide a certification from a medical provider if the employee has taken sick leave for more than three (3) consecutive days or on the day immediately before or after a holiday or a vacation day on more than one occasion during the school year. The employee will have one week to provide the certification confirming that an illness or disability prevented the employee from attending school and performing his/her duties. The final determination as to the eligibility of an employee for sick leave is reserved to the District. In the event that a medical certificate is required, the employee will be so advised.

**Subd. 3.** Sick leave shall be deducted from the accrued sick leave days earned by an employee. Sick leave pay shall be approved only upon submission of a signed request form.

**Subd. 4.** Upon termination of employment for any reason, any accumulated sick leave shall be forfeited. The employee shall not be reimbursed for any unused accumulated sick leave. However, in the event of a layoff and recall, an employee shall retain accrued and unused sick leave.

**Section 2. Family Critical Illness:** An employee may use up to three days of sick leave per school year for the critical illness of the employee's spouse, parent, brother, sister, mother-in-law or father-in-law. The District may grant additional days without pay. This Agreement does not govern or limit additional benefits that may be available to employees under federal or state law.

**Section 3. Bereavement:** Each employee shall be granted up to three (3) days of paid bereavement leave in the case of the death of a spouse, child, parent, grandparent, grandchild, brother, sister, or in-law. Such leave will not be deducted from the employee's accumulated sick leave. The building principal may grant additional days of leave, but such additional days shall be deducted from the employee's accumulated sick leave.

**Section 4. Personal Leave:** Each full-time employee shall earn one (1) day of personal leave per school year. Such leave shall not accumulate from one year to the next, and an employee who separates from employment with the District for any reason shall forfeit any unused personal leave. The building principal shall have the right to determine whether or not personal leave will be granted for a given day.

**Section 5. Medical Leave:**

**Subd. 1.** Upon request, an employee who has completed the initial probationary period, who is unable to perform duties because of illness or injury, and who has exhausted all accumulated sick leave may, in the District's discretion, be granted a medical leave of absence, without pay, for up to six (6) months. This leave may be renewed at the discretion of the school district.

**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 employee is expected to be able to assume normal responsibilities.

**Section 6. Jury Duty:** Employees involuntarily called and selected for jury duty shall receive their regular compensation for their employment, less the amount received by them as jurors, exclusive of mileage.

**Section 7. Unpaid Leave:** An employee shall be granted up to five days unpaid leave if approved by the employee's immediate supervisor. Only one employee may be on this leave at any time.

**Section 8. Continuation of Insurance While on Leave:** An employee on an approved unpaid leave is eligible to continue to participate in group insurance programs if permitted under the insurance policy provisions. The employee 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.

**Section 9. Seniority:** Any paid or unpaid leave granted by the District shall not be deemed to be a break in service for purposes of calculating an employee's seniority.

## **ARTICLE XI PROBATIONARY PERIOD**

### **Section 1. Probationary Period**

**Subd. 1. Probationary period new employee:** An employee shall serve a probationary period of nine (9) months of continuous service in the District during which time the District shall have the unqualified right to suspend without pay, discharge or otherwise discipline such employee; and during this probationary period, the employee shall have no recourse to the grievance procedure insofar as suspension, discharge or other discipline is concerned. However, a probationary employee shall have the right to bring a grievance on any other provisions of the contract alleged to have been violated. The probationary period may be extended for up to an additional nine (9) months upon mutual agreement by the District and the exclusive representative.

**Subd. 2. Seniority date upon completion of probation:** Employees 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 continuous service in a position governed by this Agreement. If more than one employee commences work on the same date, seniority ranking for such employees shall be determined by the date of the employee's application for employment with the District.

**Section 2. Vacancies:** The District will post new full-time, permanent positions and vacant full-time, permanent positions that are in the appropriate unit. Employees must notify the District of their interest in a posted position within three (3) calendar days after the position is posted. In awarding the position, the District will consider an employee's seniority and experience with the District, but is not required to make any hiring decisions based on seniority or experience.

## **ARTICLE XII DISCIPLINE AND DISCHARGE**

**Section 1. Discipline and Discharge.** The School District may discipline or discharge an employee who has completed the probationary period for cause. The District may impose any form or level of discipline that is commensurate with the nature and severity of the offense. Discipline may include:

1. Verbal warning or reprimand;
2. Written warning or reprimand;
3. Suspension without pay;
4. Demotion; and
5. Discharge.

**Section 2. Grievance:** Discipline imposed by the District is subject to the grievance process. For purposes of this Agreement, written notice of an employee's deficiencies is not considered to be a form of discipline.

**Section 3. Signature.** The District will attempt to obtain the dated signature of the affected employee on any written notice of disciplinary action. This signature acts as verification that the employee has received the written notification. The signature does not indicate agreement by the employee with the content of the written notification. The failure or inability to obtain an employee's signature does not affect the validity of disciplinary action and is not subject to the grievance procedure.

### **ARTICLE XIII REDUCTION IN FORCE**

The parties recognize the principle of seniority in the application of this Agreement concerning a reduction in the number of employees. In the event a reduction in force becomes necessary, the District will layoff employees in the inverse order in which they were employed in a position governed by this Agreement, except that a more senior employee may not be retained for a position that she/he is not qualified to hold. An employee on layoff shall retain seniority and the right to recall, in seniority order, for a period of twelve (12) months after the date of the layoff. Any employee who is laid off is responsible for notifying the District of any change in address and phone number. Upon receiving written or verbal notice of recall, an employee must notify the District within three business days if the employee intends to accept the position on recall. An employee who does not respond or accept a position upon receiving notice of recall forfeits any further recall rights to that particular position but remains eligible for future recall openings throughout the twelve month recall period.

### **ARTICLE XIV GRIEVANCE PROCEDURE**

**Section 1. Grievance Definition:** A "grievance" shall mean an allegation by an employee regarding a dispute or disagreement between the employee and the District as to the interpretation or application of this Agreement.

**Section 2. Representation:** The employee and the District may be represented during any step of the procedure by any person or agent designated by such party to act on their behalf.

**Section 3. Definitions and Interpretations:**

**Subd. 1. Extension:** Time limits specified in this Agreement may be extended or waived by mutual agreement in writing.

**Subd. 2. Days:** For purposes of this agreement, the term "days" means calendar days.

**Subd. 3. Computation of Time:** In computing any period of time prescribed or allowed by the grievance procedure in this Article, the date of the act, event, or default for which the designated period of time begins to run is not included. The last day of the period so computed will be counted, unless it is a Saturday, a Sunday, or a holiday, in which case the period runs until the end of the next day that is not a Saturday, a Sunday, or a holiday.

**Subd. 4. Filing and Postmark:** The filing or service of any notice or document will be timely if it is personally served or if it bears a postmark of the United States Postal Service within the time period.

**Section 4. Time Limitation and Waiver:** Grievances shall not be valid for consideration unless the grievance is submitted in writing to the District's designee, setting forth the facts and the specific provision of the Agreement allegedly violated and the particular relief sought within twenty (20) calendar days (exclusive of holidays or scheduled school vacation periods other than the summer break) after the date the event giving rise to the grievance, or within twenty (20) calendar days (exclusive of holidays or scheduled school vacation periods other than the summer break) after the employee should reasonably have had knowledge of that event. The failure to file any grievance within the twenty-day period shall be deemed a waiver of the grievance. The failure to appeal a grievance from one level to another within the time periods stated in this Agreement shall constitute a waiver of the grievance.

**Section 5. Adjustment of Grievance:** An effort shall first be made to adjust an alleged grievance informally between the employee and the District's designee. The District and the employee or his/her representative shall attempt to adjust all grievances which may arise in the following manner:

**Subd. 1. Level I:** If the grievance is not resolved through informal discussions between the employee and the building principal, the building principal shall give a written decision on the grievance to the employee within ten (10) calendar days after receipt of the written grievance.

**Subd. 2. Level II:** If the grievance is not resolved at Level I, the employee or the exclusive representative may appeal the building principal's decision to the Superintendent, provided that the appeal is made in writing within ten (10) calendar days (exclusive of holidays or scheduled school vacation periods other than the summer break) after receipt of the decision at Level I or the expiration of time for the building principal to issue a decision. If a grievance is properly appealed to the Superintendent, the Superintendent or a designee may set a time to meet with the employee or the exclusive representative regarding the grievance. Within ten calendar days after receiving the grievance, the Superintendent or a designee will issue a decision in writing to the parties involved.

**Section 6. Denial of Grievance:** Failure by the District or its representative to issue a decision within the time periods provided above, including observance of dates and time of meetings, shall constitute a denial of the grievance and the employee may appeal it to the next level within the prescribed time period.

**Section 7. Arbitration:** In the event that the employee and the District are unable to resolve a grievance, the exclusive representative may submit the grievance to arbitration as stated below:

**Subd. 1. Request:** A request to submit a grievance to arbitration must be in writing and must be signed by the exclusive representative. Such a request must be received in the office of the Superintendent within fifteen calendar days (15) (exclusive of holidays or scheduled school vacation periods other than the summer break) following the decision at Level II of the grievance process.

**Subd. 2. Prior Compliance Required:** The arbitrator may not consider a grievance unless it has been duly processed in compliance with the timelines and other grievance procedures stated in this Article.

**Subd. 3. Selection of Arbitrator:** Upon submission of a request to arbitrate that is made in compliance with the procedures and deadlines in this Article, the parties shall attempt to agree upon the selection of an arbitrator within fifteen (15) days after the request to arbitrate. If no agreement on an arbitrator is reached, either party may request that the Bureau of Mediation Services (BMS) submit a list of arbitrators, provided such request is made within fifteen days (15) after the request for arbitration. The District and the exclusive representative shall select an arbitrator from such list by alternately striking names from such list until only one name remains. The person remaining shall be the arbitrator. If the parties cannot agree on who shall strike from the list first, it shall be determined by a toss of a coin. Failure to agree upon an arbitrator or the failure to request a list of arbitrators from the BMS within the time periods provided herein shall constitute a waiver of the grievance.

**Subd. 4. Hearing:** The grievance shall be heard by a single arbitrator and each party may be represented by counsel or by another representative of the party's choosing. The parties shall have the right to submit evidence, which may include offering testimony, and to make oral or written arguments relating to the issues before the arbitrator. The proceeding before the arbitrator shall be de novo.

**Subd. 5. Decision:** The decision by the arbitrator shall be rendered within thirty (30) calendar days after the close of the hearing and the receipt of any post-hearing briefs, unless such deadline is waived by the parties or their representatives. A decision by the arbitrator in a case properly before the arbitrator shall be final and binding upon the parties, subject to the limitations provided by PELRA and applicable law.

**Subd. 6. Expenses:** Each party shall bear its own expenses in connection with arbitration including expenses relating to the party's representatives, witnesses, and any other expenses which the party incurs in connection with presenting its case in arbitration. A transcript or recording shall be made of the hearing at the request of either party, but the cost of any court reporter requested and the cost of any transcript or copy thereof shall be at the expense of the party requesting any one of them. The parties shall share equally the fees and expenses of the arbitrator, and any other expenses which the parties mutually agree in writing are necessary.

**Subd. 7. Jurisdiction:** The arbitrator shall only have jurisdiction over disputes or disagreements relating to grievances that are properly before the arbitrator in compliance with this Article, the terms of this Agreement, and the provisions of PELRA. The jurisdiction of the arbitrator shall not extend to proposed changes in terms and conditions of employment or proposed changes to this written Agreement.

**Subd. 8. Election of Remedies and Waiver:** A party instituting any action, proceeding or complaint in a federal or state court of law, or before an

administrative tribunal, federal agency, state agency, or seeking relief through any statutory process for which relief may be granted, the subject matter of which may constitute a grievance under this Agreement, shall immediately thereupon waive any and all rights to pursue a grievance under this Article. Upon instituting proceedings in another forum as outlined herein, the employee shall waive his/her right to initiate a grievance or receive an arbitration decision pursuant to this Article or, if the grievance is pending in the grievance procedure, the right to pursue it further or receive a decision shall be immediately waived. This section shall not apply to actions to compel arbitration as provided in this Agreement or to enforce the award of an arbitrator.

## **ARTICLE XV PUBLIC OBLIGATION**

The parties mutually recognize that their first obligation is to the public and that the right of students and residents of the District to the continuous and uninterrupted operation of the school is of paramount importance. The exclusive representative agrees, therefore, that during the term of this Agreement, neither the exclusive representative nor any individual employee shall engage in any strike. For purposes of this Article, the term strike shall mean concerted action in failing to report for duty, the willful absence from one's position, sympathy strike, the stoppage of work, slowdown, or the abstinence in whole or in part from the full, faithful, and proper performance of the duties of employment for the purposes of inducing, influence or coercing a change in the conditions or compensation or the rights, privileges, or obligations of employment.

## **ARTICLE XVI DURATION AND EFFECT**

**Section 1. Term:** This Agreement will remain in full force and effect from July 1, 2010 through June 30, 2012, and thereafter until modifications are made pursuant to PELRA. If either party desires to amend or modify this Agreement commencing at the end of its term, that party must give written notice of such intent to the other party no later than one hundred twenty (120) days before the term of this Agreement ends. Unless otherwise mutually agreed to in writing, the parties may not commence negotiations for a new agreement more than ninety (90) days before the term of this Agreement ends.

**Section 2. Complete Agreement:** This Agreement constitutes the full and complete Agreement between the District and the exclusive representative. This Agreement supersedes any and all prior agreements and practices relating to employees covered under this Agreement. In addition, this Agreement supersedes any policies that conflict with this Agreement and apply to employees covered under this Agreement. The District may continue to exercise all management rights and prerogatives that do not expressly violate of any term or terms of this Agreement.

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

**Section 4. Severability:** The provisions of this Agreement shall be severable. If any provision of this Agreement or the application of any such provision is held invalid, the remainder of this Agreement shall remain in full force and effect.

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

For Service Employees International Union,  
Local 284  
450 Southview Boulevard  
So. St. Paul, MN 55075

For Independent School District 879  
Delano Public Schools  
700 Elm Avenue East  
Delano, MN 55328

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Union Representative

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Board Chair

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Union Steward

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Board Clerk

Dated this \_\_\_\_ day of \_\_\_\_\_, 2010

Dated this \_\_day of \_\_\_\_\_, 2010

## APPENDIX A:

### Highly Qualified Paraprofessional Requirements

#### I. Purpose

To provide for the Paraprofessional stipend as called for in the Paraprofessional Work Agreement.

#### II. Eligibility

Paraprofessionals who meet the Highly Qualified Paraprofessional Guidelines as required by the Minnesota Department of Education are eligible for the stipend.

The guidelines include the following:

- A. Two years of study at an institution of higher education;  
Minnesota's standard: A minimum of 60 semester credits or the amount required to complete two years of full time enrollment as determined by the institution attended;  
Or
- B. An Associate's degree; or  
Minnesota's standard: An AA, AS, AAS (or higher) degree;  
Or
- C. A demonstration, through a formal state or local academic assessment:
  - a. knowledge of and the ability to assist in instructing reading, writing and math; or
  - b. knowledge of and the ability to assist in instructing reading readiness, writing readiness and mathematics readiness as appropriate.

#### Minnesota's standard (for C) can be met one of three ways:

- 1. A passing score on an assessment from the state approved list;\*
- Or
- 2. Demonstrating all Minnesota Paraprofessional Core Competencies (1-8) by local district validation of a portfolio through: transferable work experience, college courses, workshops/conferences, Para eLink and demonstration of skill using Para eLink or a similar curriculum that focuses on recent training addressed in Competency 9 of READING, MATH AND WRITING.  
Or
- 3. A state approved local assessment.\*\*(criteria listed below)

\*The ParaPro test has been approved for statewide use. The cut score for ParaPro is 460

**\*\*Criteria for Local Assessments:**

A local assessment must satisfy the following criteria, and be submitted to Minnesota Department of Education for approval: Reliable, valid, accessible, objective, comparable to two years of higher education, and able to measure knowledge and ability to assist in instructing reading, writing, and math (or reading, writing and math readiness) in the language of instruction. Local Education Agencies interested in this option may choose to explore assessments, which meet local needs. Examples of current local choices include “WorkKeys” and Accuplacer.” Requests for approval of a local assessment should be sent to the Commissioner.