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## **PREAMBLE**

This agreement is entered into between Independent School District No. 761, Owatonna, Minnesota, hereinafter referred to as the Employer, and the Owatonna Educational Support Staff, hereinafter referred to as 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 special education paraprofessionals of School District No. 761.

## **DISCRIMINATION**

No person in the United States shall, on the grounds of race, color, religion, sex, age, national origin, disability, or any other basis as prohibited by law be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity of Independent School District No. 761.

Nothing in this Agreement shall be construed or applied to deny to any Employee the employment opportunities stated within. Any alleged denial of these employment opportunities may be a direct violation of employment practices and shall be submitted to the grievance procedure.

## **EMPLOYEE HARASSMENT**

It is the policy of the Owatonna Public Schools to maintain a learning and working environment that is free from unwelcome verbal or physical conduct that harasses, disrupts, or interferes with Employee work performance or creates an intimidating, hostile or offensive work environment.

Employee harassment is any unwelcome conduct that illegally discriminates against an Employee and includes sexual harassment. Sexual harassment includes unwelcome sexual advances, requests for sexual favors or other inappropriate verbal or physical conduct of a sexual nature.

The Employer will act to investigate all complaints, either formal, or informal, verbal or written, of harassment and discipline any Employee who harasses a student or Employee of the School District according to current Board policy.

## **ARTICLE I**

### **RECOGNITION**

The Owatonna Educational Support Staff shall be the sole and exclusive bargaining representative of the Employees in the following bargaining unit:

All special education paraprofessionals employed by Independent School District No. 761, Owatonna, Minnesota, and as defined by the Bureau of Mediation Services certification, who meet the definition of public Employee as specified in Minnesota Statutes Section 179.63, Subd. 7, excluding supervisory and confidential employees. Part time employees whose service does not exceed fourteen (14) hours per week or more than sixty-seven (67) days per year are excluded.

The Exclusive Representative shall have those rights and duties as prescribed in P.E.L.R.A.

Membership in the Union is not a condition of employment. An Employee does not have to belong to the Union in order to be employed by the Employer.

## **ARTICLE II**

### **SALARY DEDUCTION AND DUES CHECK OFF**

#### **Section 1 - Dues and Deductions**

Upon receipt of a properly executed authorization card, the Employer shall deduct from the wages of Employees who authorize such a deduction the dues that the Employee has agreed to pay to the unit.

#### **Section 2 - Fair Share Fee**

In accordance with the P.E.L.R.A., any Employee who chooses not to become a member of the exclusive representative may be required to contribute a fair share fee for the services rendered by the exclusive representative. Upon notification by the exclusive representative, the Employer shall deduct said fee from the Employee's earnings and transmit the same to the exclusive representative. This provision shall remain in effect only so long as fair share is specifically required by State Law, and will be voided and subject to renegotiation if the State law would change to make such fair share fee subject to negotiation.

#### **Section 3 - Indemnification**

The exclusive representative agrees to indemnify and hold the Employer harmless against any claim, suit, or judgment brought or issued against the Employer as a result of any action taken or not taken by the Employee under the provisions of this Article.

#### **Section 4 - Exclusive Representative Meetings**

Exclusive representative meetings shall be held outside of regular work hours and according to District policies governing the facility usage.

#### **Section 5 - Union Leave**

The OESS leadership shall be allowed three (3) unpaid days union leave during the life of this contract to conduct the official business of the association. These days shall be used in full increments, and shall be non-accumulative. The administration shall be given at least 48 hours advance notice of the use of such leave to permit orderly scheduling. These days shall not be counted against an Employee's benefit eligibility.

### **ARTICLE III** **EMPLOYMENT DEFINITIONS**

#### **Section 1 - Eligibility for Benefits**

Employees regularly scheduled for a minimum of thirty (30) hours or more per week throughout the school year are eligible for benefits.

#### **Section 2 - Work Schedule**

Prior to June 1, Employees will be notified of their work schedule for the next school year.

Prior to July 1, Employees will be notified of their tentative building assignments for the next school year.

The work schedule for Employees includes a minimum of all student contact days for their assigned building(s), inclusive of calendar-designated late starts, and three additional days. Additional time for meetings or trainings may be authorized by district administrators and/or building principals. All Employees shall be assigned starting times and work schedules by the Employer.

Employees shall be entitled to one fifteen (15) minute paid rest period for every four hours of scheduled work, and an unpaid duty-free lunch period of one-half (1/2) hour on days when they are scheduled to work in excess of four (4) hours. An employee authorized by the Director of Special Services or his/her designee to work during the duty-free lunch period will be paid for the time worked.

#### **Section 3 - Overtime**

Hours worked beyond normal assignment shall be pre-approved by the Employee's supervisor. All hours worked in excess of forty (40) hours per week shall be compensated for at the rate of one-and-one-half (1 1/2) times the Employee's hourly rate of pay.

Vacation, sick leave and holidays are not included in the computation of overtime.

#### **Section 4 - Transfers**

Subd. 1: By May 15, Employees may submit a written request for consideration for job assignment and/or building preferences for the following school year. Written requests shall be submitted to the Director of Special Services.

#### **Subd. 2 - Administrative Reassignment During the School Year:**

Administration reserves the right to make transfers during the school year. Prior to the proposed transfer, the administration will discuss the transfer with the employee and provide a minimum of 48 hours notification. Administration will recognize seniority as a factor when considering administrative reassignments. Everything else being equal, seniority will prevail. Upon the request of the Employee, administration will provide written reasons for the transfer.

#### **Section 5 - Job Postings**

Subd. 1: Notice of job openings and/or new positions will be posted a minimum of five days. The Employer reserves the right to assign the best qualified candidate. More senior Employee(s) who have made application for a posted vacancy will be given reasons for non-transfer in writing if requested.

Subd. 2 - Extended School Year Positions: Extended school year positions shall be posted internally for five days for regularly assigned school year paraprofessionals.

### **ARTICLE IV** **SAFETY PROVISIONS**

Safety issues are a priority of the district and all regulations will be followed as prescribed in the occupational safety and health standards as issued by Minnesota OSHA and district policies and procedures.

The district will provide the specialized safety equipment as prescribed in the student's IEP plan. Employees must comply with the IEP requirements.

Employees whose job description is affected by the OSHA Standards on Blood Borne Pathogens, must be given the opportunity to receive the Hepatitis B vaccination series at the cost of the school district.

**ARTICLE V**  
**HOLIDAYS**

**Section 1 - Holidays**

Subd. 1: Eligible Employees shall receive the following holidays:

Thanksgiving	December 25	New Year's Day
District Designated Day #1 (April 19, 2019 & April 10, 2020)		
District Designated Day #2 (March 29, 2019 & Friday of Spring Break, 2020)		

Subd. 2: In order for an Employee to qualify for holiday pay, they shall have worked their last scheduled day prior to the holiday and their first scheduled day following the holiday, unless excused by the Employer.

Subd. 3: An employee may request two days of paid personal leave in lieu of two paid holidays as described in subd. 1 of this section. Such leave will be granted by the Director of Special Services or designee and must be requested prior to the holiday occurrence. Personal leave shall be taken in full day increments. Leave will be granted based upon availability of a substitute. A limit of one Employee per building/5 per district will be granted personal leave per day.

**ARTICLE VI**  
**LEAVES**

**Section 1 - Sick Leave**

Subd. 1: Eligible Employees shall be granted one (1) day of sick leave per month of employment accumulative to 170 days. Daily value of sick leave credit shall be based on the average hourly workday of the Employee for the current fiscal period. The amount of accumulated sick leave will be indicated on each paycheck stub throughout the year.

Subd. 2: Employees shall be allowed the use of sick leave for their own use when ill, for health care examinations, or for the illness of a spouse or dependent child that necessitates the absence of the Employee. All Employees shall be required to request the use of sick leave from their immediate supervisor.

Employees who are absent from work due to illness or injury may be required to furnish a doctor's certificate of the Employee's illness or injury when the Employer has reason to believe the Employee is abusing or has abused sick leave or there is a question whether the Employee is physically fit to return to work. The abuse of sick leave shall be just cause for discipline. The Employee shall notify the Employer prior to returning to work.

## **Section 2 - Medical Leave**

For Employees who have exhausted their accumulated paid sick leave, the Employer shall allow an unpaid medical leave of absence for a period of six months. Upon expiration of six (6) months, the leave may be extended one additional six (6) month period by mutual consent of the Employer and the Employee. The Employer reserves the right to require a physical examination by a doctor of its own choosing at its own expense as a condition of granting or continuing medical leave status. A medical leave of absence is not deemed interrupted by intermittent work if the same disability for which the leave of absence was granted is continuing and prevents the Employee from working.

An Employee shall be granted any benefits they are entitled to by the Family and Medical Leave Act (FMLA).

## **Section 3 - Bereavement Leave**

Eligible Employees shall be granted up to five (5) days absence with full pay for the funeral of a member of the Employee's immediate family or spouse's immediate family which includes, mother, father, brother, sister, wife, husband, child, niece, nephew, grandparents, and grandchildren, and the Employee's or the Employee's spouse's in-laws. The fourth (4th) and fifth (5th) days of bereavement leave shall be deducted from the Employee's sick leave accumulation. Eligible Employees shall be granted one (1) day with pay per year for the funeral of other persons. All additional funeral leave shall be deducted from the Employee's sick leave accumulation.

## **Section 4 - Emergency Leave**

Eligible Employees may be granted an emergency leave when it is recommended by their supervisor and approved by the Superintendent's Designee. This leave shall be deducted from the Employee's sick leave accumulation.

## **Section 5 - Jury Duty Leave**

All Employees shall be granted a leave with pay for jury duty. However, for an Employee to be covered by this provision, the Employee shall turn over to the Employer their reimbursement for jury duty hours, except for reimbursement for meals and mileage.

## **Section 6 - Military Leave**

An Employee shall be allowed military leave according to Minnesota State Statute.

## **Section 7 - Emergency School Closing**

When school is cancelled for students due to inclement weather, Special Education Paraprofessionals who have worked 98% of scheduled days (98% includes bereavement, paid personal/holiday, jury duty, emergency leave as days worked) prior to the school emergency/snow cancellation, shall not be required to report for duty for the first two emergency days and receive payment as hours worked.



## **Section 7 - Emergency School Closing, continued**

Special Education Paraprofessionals who do not meet the 98% threshold are expected to report to work as scheduled and be paid for hours worked. Beyond the first two emergency days, Special Education Paraprofessionals shall be expected to report for duty as scheduled and be paid for hours worked.

When the district is closed due to inclement weather or another emergency, Special Education Paraprofessionals will not report to work and will be paid for their regularly scheduled work hours.

## **Section 8 - Child Care Leave**

Subd. 1: A child care leave may be granted by the Employer subject to the provisions of this section and the Family and Medical Leave Act. Absence due to disabilities caused by pregnancy shall be governed by the sick leave provisions of this Agreement. Child care leave may be granted because of the need to prepare and provide parental care for a child or children of the Employee for an extended period of time.

Subd. 2: An Employee making application for child care leave shall inform the Employer in writing of intention to take leave at least three (3) calendar months before commencement of the intended leave when possible.

Subd. 3: If the reason for the child care leave is occasioned by pregnancy, an Employee may utilize sick leave pursuant to the sick leave provisions of this Agreement. A pregnant Employee will also provide at the time of the leave application a statement from her physician indicating the expected date of delivery. The duration of such sick leave shall not exceed the period of actual physical disability.

The definition of disability shall be as reasonably determined by a licensed physician. As a condition of receiving sick leave payments, the Employee may be required to subject to an examination by a physician designated by the Employer.

Subd. 4: The Employer may adjust the proposed beginning or ending of a child care leave so that the dates of the leave are coincident with some natural break in the school year - i.e., winter vacation, spring vacation, semester break or quarter break, end of a grading period, end of the school year, or the like.

## **Section 8 - Child Care Leave, continued**

**Subd. 5:** In making a determination concerning the commencement and duration of a child care leave, the Employer shall not, in any event be required to:

1. Grant any leave more than twelve (12) months in duration.
2. Permit an Employee to return to their employment prior to the date designated in the request for child care leave.

**Subd. 6:** An Employee returning from child care leave of six weeks or less shall be entitled to the former position or one of comparable duties, hours and pay. An Employee returning from a child care leave longer than six weeks shall be re-employed in a position for which they are qualified.

**Subd. 7:** Failure of the Employee to return without an acceptable excuse pursuant to the date determined under this Section shall constitute grounds for termination unless the Employer and the Employee mutually agree to an extension in the leave.

**Subd. 8:** The applicable periods of probation for Employees as set forth in this Agreement are intended to be periods of actual service enabling the Employer to have opportunity to evaluate an Employee's performance. The periods of time for which the Employee is on child care leave shall not be counted in determining completion of the probationary period.

**Subd. 9:** An Employee who returns from child care leave within the provisions of this Section shall retain all previous experience credit for pay purposes and any unused leave time accumulated under the provisions of this Agreement at the commencement of the beginning of the leave. The Employee shall not accrue additional experience credit for pay purposes or leave time during the period of absence for child care leave.

## **Section 9 - Depleted Leave Accrual**

Whenever absences are not covered by sick leave because of ineligibility or insufficient balance of sick leave accrual a reduction in pay will be effected for the time away from work.

The number of days approved for absence when leave accrual has been exhausted is subject to the Supervisor's approval as authorized by the Superintendent's designee. Abuse of this provision is cause for disciplinary action, including suspension without pay and termination.

### **Section 10 - Unpaid Leave of Absence**

The District agrees to give consideration to requests from individual Employees covered by this agreement for leaves of absence without pay; said leave to be for 1 or more days, not to exceed 5 days. To be eligible, the Employee must have exhausted all provisions for leave as provided for under Article V, Section 1, Subd.3 and submit the request to the Superintendent or designee. Denial of such request is not subject to grievance under the provisions of this contract. Upon request, the Employer will meet with the Employee to discuss the reason for the denial.

## **ARTICLE VII** **SENIORITY**

### **Section 1 - Establishment of Seniority List**

A seniority list of all eligible special education paraprofessionals will be maintained by the school district, and posted by November 15 of each year. Employees will be placed on the seniority list, by date of hire, beginning their second (2<sup>nd</sup>) year of employment as a special education paraprofessional in a qualifying assignment.

An Employee whose name appears on the seniority list and disagrees with the order of seniority shall have ten (10) days from the date of posting to supply written documentation and request for change to the Employer.

### **Section 2 - Reduction in Work Force**

In the event the Employer elects to eliminate positions, the following procedures shall prevail:

- a. Employees with less than four (4) years of employment shall be laid off first.
- b. If further lay-offs are necessary, Employees with the most recent date of hire, according to the seniority list, shall be laid off first.
- c. The Employer will give two (2) weeks notice to Employees prior to being laid off.

### **Section 3 - Reinstatement**

**Subd.1:** Employees placed on unrequested leave of absence shall be reinstated in inverse order in which the Employees were placed on unrequested leave. (The last Employee placed on unrequested leave shall be called first.)

### **Section 3 - Reinstatement, continued**

**Subd.2:** When placed on unrequested leave, the Employee shall file his/her name and address with the Employer's Human Resources Office to which any notice of reinstatement or availability of position shall be mailed. It shall be the responsibility of the Employee to provide a current mailing address, forwarding address, or address changes. Failure of a notice to reach an Employee shall not be the responsibility of the Employer if any notice has been mailed as provided herein.

**Subd.3:** If a position becomes available for a qualified Employee, the Employer shall mail the notice to such Employee. The Employee shall have ten (10) days from the date of the notice to accept the re-employment. Failure to reply in writing within the (10) day period shall constitute waiver on the part of the Employee to any further rights of employment or reinstatement and shall forfeit any future reinstatement or employment rights. The written acceptance shall be considered timely if it is received within ten (10) days of the date of notification.

**Subd.4:** Reinstatement rights shall automatically cease one year from the date of notification of placement on unrequested leave.

**Subd.5:** Reinstated employees with no break in service will retain their original date of hire and any earned benefits.

## **ARTICLE VIII** **PERFORMANCE EVALUATION**

The primary intent of a supervisory evaluation process will be the personal and professional development of the Employee. A formal evaluation of the work performed shall be completed at the end of the first year of employment for all new Employees and at least every other year for non-probationary Employees. In the off-year of the evaluation cycle for non-probationary Employees, Employees shall submit to their supervisor goals via a goal setting process prescribed by the Employer. The Employer reserves the right to place non-probationary Employees on the probationary cycle of the formal evaluation process if it is determined necessary by the Employer.

Evaluations shall be conducted by the Employee's immediate supervisor, consistent with the standards of performance and in cooperation with the Superintendent's Designee. Whenever practical, such evaluation shall be discussed between the supervisor, the Superintendent's Designee, and the Employee. A copy of said evaluation shall be made available to employee through its employment management system or employee personnel file.

**ARTICLE IX**  
**PROBATIONARY PERIOD**

All Employees are on probation for the first twelve (12) months of their employment and may be dismissed at any time within this period with one (1) week's notice, or for due cause, without any notice.

After the probationary term of employment, an Employee will be given two (2) weeks notice before separation from employment by the Employer, except in cases where due cause may justify immediate separation.

**ARTICLE X**  
**DISCIPLINE AND DISCHARGE**

**Section 1 - Progressive Discipline and Representation**

The Employer and Employee agree that discipline is to be used as a means of correcting improper job-related behavior. Due process shall be provided for all employees who have completed the probationary period. Due process for initial minor infractions shall encompass the concept that the employee receive reasonable notice of expectations privately and appropriate opportunity to correct behavior. Discipline for non-probationary employees shall be progressive and taken in the following steps; however, advancement from one step to the next step or combination of steps of progressive discipline is subject to Employer discretion.

1. Verbal warning/reprimand
2. Written warning/reprimand
3. Suspension with or without pay
4. Discharge

The Employee shall be given the opportunity to have the appropriate representation, however, the unavailability or refusal of appropriate representation shall not abridge the Employer's right to institute discipline.

Employees who have completed the probationary period who are subject to disciplinary action shall have the right to the grievance procedure.

**Section 2 - Suspension or Immediate Discharge**

Cause for suspension or immediate discharge shall be determined by the nature and severity of the employee's misconduct, incompetence or deficiencies and such infraction include but not be limited to the following:

1. Theft.
2. Drinking of alcoholic beverages or abuse of non-prescription chemicals on the Employer's premises or being intoxicated on the job.
3. Clear insubordination.

## **Section 2 - Suspension or Immediate Discharge, continued**

4. Repeated inefficiency or inability to meet acceptable standards of work.
5. Threats of or behavior indicating risk of violence.
6. Criminal charges involving child endangerment.

## **Section 3 - Personnel Records**

Each Employee shall have only one (1) personnel file. Upon request, any Employee shall be informed of the contents and meaning of their personnel file or shown the file without any charge. The Employee shall be provided copies of any material contained in the personnel file upon request. The cost of providing copies shall be borne by the Employee.

## **Section 4 - Subject to Grievance Procedure**

All discipline and discharge shall be subject to the grievance procedure as outlined in this Agreement.

# **ARTICLE XI GRIEVANCE PROCEDURE**

## **Section 1 - Grievance Definition**

A grievance shall mean a dispute or disagreement between the Employee and the Employer as to the interpretation of terms and conditions of employment in this Agreement. A grievance may be brought by an Employee, or the Employer.

## **Section 2 - Representative**

The Employee or Employer may be represented during any step of the procedure by any person or agent designated by such party to act on their behalf. Such representation shall not exceed three (3) in number.

## **Section 3 - Definition and Interpretations**

**Subd. 1 - Extension:** Time limits specified in this agreement may be extended by mutual agreement.

**Subd. 2 - Days:** Reference to days regarding time periods in this procedure shall refer to working days. A working day is defined as all week days (Monday through Friday) not designated as holidays by state or federal law.

### **Section 3 - Definition and Interpretations, continued**

**Subd. 3 - Computation of time:** In computing any period of time prescribed or allowed by procedures herein, the date of the act, event, or default for which the designated period of time begins to run shall not be included. The last day of the period so computed shall be counted, unless it is a Saturday, a Sunday, or a legal holiday, in which event the period runs until the end of the next day which is not a Saturday, a Sunday, or a legal holiday.

**Subd. 4 - Filing and Postmark:** The filing or service of any notice or document herein shall be timely if it bears a postmark of the United States mail within the time period.

### **Section 4 - Time Limitations and Waiver**

A grievance shall not be valid for consideration unless the grievance is received in writing by the party being served, within ten (10) days after the date the event giving rise to the grievance occurred, setting forth the facts and the specific provisions of this Agreement allegedly violated and the particular relief sought. Failure to comply with this time period shall be deemed a waiver thereof. Failure to appeal a grievance from one level to another level within the time periods hereinafter provided shall constitute a waiver of the grievance. An effort shall first be made to adjust an alleged grievance informally between the Employee and the Employer or its designee.

### **Section 5 - Adjustment of Grievance**

The Employer and the Employee shall attempt to adjust such grievances which may arise during the course of employment of any Employee within the School District in the following manner:

- A. **Level 1:** If the written grievance is not resolved through informal discussions, the Employer or designee shall give a written decision on the grievance to the parties involved within ten (10) days after receipt of the written grievance.
- B. **Level 2:** In the event the grievance is not resolved in Level 1, the decision rendered may be appealed to the Superintendent of Schools, provided such appeal is made in writing to said Superintendent within five (5) days after receipt of the decision in Level 1. If a grievance is properly appealed to the Superintendent, the Superintendent or his designee shall set a time mutually agreeable to meet regarding the grievance within fifteen (15) days after receipt of the appeal. Within ten (10) days after the meeting, the Superintendent or his designee shall issue a decision in writing to the parties involved.

## **Section 5 - Adjustment of Grievance, continued**

- C. Level 3: In the event the grievance is not resolved in Level 2, the decision rendered may be appealed to the School Board, provided such appeal is made in writing to said School Board within five (5) days after receipt of the decision in Level 2. If the grievance is properly appealed to the School Board, the School Board shall set a time to hear the grievance within twenty (20) days after receipt of the appeal. Within twenty (20) days after the meeting, the School Board shall issue its decision in writing to the parties involved. At the option of the School Board, a committee or representative(s) of the board may be designated by the Board to hear the appeal at this level, and report its findings and recommendations to the School Board. The School Board shall then render its decision.

## **Section 6 - School Board Review**

The School Board reserves the right to review any decision issued under Level 1 or Level 2 of this procedure provided the School Board or its representative(s) notify the parties of their intention to review within ten (10) days after the decision has been rendered. In the event the School Board reviews a grievance under this Section, the School Board reserves the right to accept, reverse, or modify such decision.

## **Section 7 - Denial of Grievance**

Failure by the School Board or its representative(s) to issue a decision within the time periods provided herein shall constitute a denial of the grievance and the Employee may appeal it to the next level.

## **Section 8 - Arbitration Procedures**

In the event the Employee and the School Board are unable to resolve any grievance, the grievance may be submitted to arbitration as defined herein:

- A. Request: A request to submit a grievance to arbitration must be in writing signed by the aggrieved party. Such request must be filed in the office of the Superintendent of Schools within ten (10) days following receipt of the decision in Level 3 of this procedure.
- B. Prior Procedure Required: No grievance shall be considered by the arbitrator which has not been first duly processed in accordance with the grievance procedure and appeal provisions.



## **Section 8 - Arbitration Procedures, continued**

- C. Selection of Arbitrator: Upon the proper submission of a grievance under the terms of this procedure, the parties shall, within five (5) days after request to arbitrate, attempt to agree upon the selection of the arbitrator. If no agreement on an arbitrator can be reached, either party may request the Bureau of Mediation Services, hereinafter referred to as BMS, to supply a list of five (5) arbitrators. Upon receipt of the list of five (5) Arbitrators the Employer and the Employee shall alternately strike names from the list until one (1) name remains. A flip of a coin shall determine which party shall strike the first name. Once an arbitrator has been selected, a meeting to hear the grievance shall be held at the first available date that the arbitrator submits. Failure to comply with the time period for requesting a list of arbitrators shall constitute a waiver of the grievance.
- D. Submission of Grievance Information: Upon selection of the arbitrator, the appealing party may, within five (5) days after notice of selection, forward to the arbitrator, with a copy to the School Board, the submission of the grievance which shall include the following:
1. The issue involved;
  2. Statement of the facts;
  3. Position of the grievant; and
  4. The written documents relating to Paragraph D and Paragraph E of this Article X of the grievance procedure. The School Board may make a similar submission of information relating to the grievance either before or at the time of the hearing.
- E. Hearing: The grievance shall be heard by a single arbitrator and both parties may be represented by such person or persons as they choose and designate. The parties shall have the right to a hearing at which time both parties will have the opportunity to submit evidence, offer testimony, and make written or oral arguments relating to the issue(s) before the arbitrator. The proceedings before the arbitrator shall be a hearing denovo.
- F. Decision: The decision by the arbitrator shall be rendered within thirty (30) days after the close of the hearing. Decisions by the arbitrator in cases properly before him shall be final and binding upon the parties, subject, however, to the limitations of arbitration decisions as provided by and in the PELRA of 1971.

## **Section 8 - Arbitration Procedures, continued**

- G. **Expenses:** Each party shall bear its own expenses in connection with the arbitration including expenses related to the parties' representative, witnesses, and any other expenses which the party incurs in connection with presenting its case in arbitration. Either party may order a transcript or recording of the hearing and shall pay the costs and fees of the arbitrator.
- H. **Jurisdiction:** The arbitrator shall have jurisdiction over disputes or disagreements relating to grievances properly before the arbitrator pursuant to the terms of this procedure. The jurisdiction of the arbitrator shall not extend to the proposed changes in terms and conditions of employment as defined herein and contained in this written agreement; nor shall an arbitrator have jurisdiction over any grievance which has not been submitted to arbitration in compliance with the term of the grievance and arbitration procedure as outlined herein; nor shall the jurisdiction of the arbitrator extend to matters of inherent managerial policy, which shall 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 the selection and direction and number of personnel. In considering any issue in dispute, in its order the arbitrator shall give due consideration to the statutory rights and obligations of the Public School Boards to efficiently manage and conduct its operations with the legal limitations surrounding the financing of such operations.
- I. **Personnel Files:** All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
- J. **Withdrawal of Grievance:** Grievances may be withdrawn at any level without prejudice.

## **ARTICLE XII GROUP INSURANCE PROGRAMS**

### **Section 1 - Eligibility**

Group insurance programs shall be available to eligible Employees. It shall be the responsibility of the Employee to make application for group insurance programs desired. Group insurance premiums or portions of premiums not paid by the Employer shall be paid by the Employee through payroll deduction.

The Employer shall not be responsible for any provisions and coverages not contained in any of the Employee group insurance contracts.

## **Section 2 - Health and Hospitalization Insurance**

**Subd. 1 - Single Coverage:** The Employer shall contribute \$532.35 per month for twelve months during the 2018-2019 school year and \$559.00 per month for twelve months during the 2019-2020 school year toward the premium for individual coverage for eligible Employees who qualify for and are enrolled in the Employer group health and hospitalization and who qualify for single coverage. Any additional costs of the premium shall be borne by the Employee and paid through payroll deduction.

**Subd. 2 - Family Coverage:** The Employer shall contribute \$1,246.35 per month for twelve months during the 2018-2019 school year and \$1,309.00 per month for twelve months during the 2019-2020 school year toward the premium for dependent coverage for eligible Employees who qualify for and are enrolled in the Employer group health and hospitalization and who qualify for dependent coverage. Any additional costs of the premium shall be borne by the Employee and paid through payroll deduction.

## **Section 3 - Insurance Premium Tax Shelter**

The employee insurance contributions shall be made with pre-tax earnings.

## **Section 4 - Dental Coverage**

Eligible Employees may apply for enrollment in the Employer group dental insurance plan. The Employee must pay the full premium through payroll deduction.

## **Section 5 - Long Term Disability (Income Protection)**

The Employer shall contribute the full premium toward an income protection plan for full-time Employees. This program will pay 2/3 of the Employee's base salary with a 90 consecutive calendar day elimination period. The maximum benefit period will be detailed in the certificate of insurance document.

## **Section 6 - Life Insurance**

The Employer shall contribute 100% of the cost of group term life insurance with a face value of \$50,000 for eligible Employees.

## **Section 7 - Workers' Compensation**

Workers' Compensation Insurance is carried by the Employer. This insurance covers injuries that occur while the Employee is performing services in regard to their employment with the Employer. When an Employee is off work with a compensable injury, they shall receive the difference between their compensation check and their regular check until accumulated sick leave is depleted.

**ARTICLE XIII**  
**SEPARATION/RETIREMENT**

**Section 1 - Separation/Retirement**

**Subd. 1 - Separation:** An Employee who voluntarily terminates employment will provide written notification to the Employer at least two (2) weeks prior to leaving. If two weeks notice is not given, the Employee will forfeit accrued leaves, unless the two-week notification requirement is waived by the Superintendent.

Prior to leaving active employment, the Employee shall:

- (1) Return Employer keys and any other Employer property.
- (2) Contact Employer regarding the conversion or cancellation of group health insurance or life insurance.

**Section 2 - Early Retirement**

The following constitutes conditions of eligibility and compensation for Employees desiring to elect early retirement:

- A. Employee must have been hired prior to July 1, 2008
- B. Employee must be at least fifty-five (55) years of age in order to make application for early retirement under this article;
- C. Employee must have completed at least ten (10) consecutive years of satisfactory employment with Independent School District No. 761;
- D. Employee must be in good standing and actively at work in a position regularly scheduled for a minimum of thirty (30) hours or more per week throughout the school year at the time provisions of this Article are applied for; and
- E. If the above conditions are met, the Employee will be eligible for lump sum payment under this Article calculated as follows:

# Accumulated Sick Leave Days (Up to 100 days maximum) X 100% X Daily Rate of Pay at the time of retirement.

**Subd. 1 - Deferred Compensation:** An Employee receiving deferred compensation under the provisions of Section 2 of this Article shall receive such compensation in the form of a lump sum paid on behalf of the Employee to the district-sponsored special pay deferral plan.

**Article XIV**  
**Matching Annuity Program**

An employee who is hired on or after July 1, 2008 is eligible to participate in a School District matching annuity program as provided in M.S. 356.24 in the amount of \$300/Year.

**ARTICLE XV**  
**BASIC SCHEDULE AND RATES OF PAY**

**Section 1 - Salary Schedule**

<b><u>B-2-1</u></b>	<b>2018-2019</b>	<b>2019-2020</b>
Tier I (Yrs 1-3)	\$14.90	\$15.35
Tier II (Yrs 4+)	\$17.72	\$18.25

An Employee is eligible to move to the Tier II rate of pay on their 3 year anniversary date as a Special Education Paraprofessional.

**Section 2 - Additional Compensation**

**Subd.1 - Skills Test Honorarium:** An Employee who presents the district with verification of a passing score on the state-designated skills test is eligible to receive a one-time honorarium of \$100. Honorarium is to be paid in a lump sum through the payroll system.

**Subd.2 - Goal Attainment:** An Employee who attains annual goals established with their supervisor in support of department and school district goals is eligible to receive a stipend of up to \$100 in 2010-2011 and up to \$175 beginning in 2011-2012.

The stipend is to be paid in a lump sum on or before June 30 in the year of goal attainment.

**Subd.3 - Employee Relations Council Representatives:** Members of the bargaining unit who serve on the Employee Relations Council are eligible for compensation as determined by the school district.

**Subd.4 - Years of Service Increment:**

After 15 years of service - \$300  
After 20 years of service - \$400  
After the 24<sup>th</sup> year of service - \$500

An Employee is eligible to receive an annual years of service increment beginning in the school year following the completion of 15, 20, and 24 years. The stipend will be paid out in a lump sum on or before June 30 each year.

Subd.4 - Years of Service Increment:, continued

In the implementation of this provision, a year of eligibility for an OESS employee hired prior to July 1, 2000 will be defined as service in a district position for a minimum of 3 hours per day and at least 160 days per year.

For those employed after July 1, 2000 the seniority list will be the basis for crediting years of service.

**ARTICLE XVI**  
**MANAGEMENT RIGHTS**

All management rights and management functions not expressly delegated in this Agreement are reserved to the Employer. Such rights and obligations include, but are not limited to, such discretion or policy as the function and programs of the Employer, its overall budget, utilization of technology, the organizational structure and selection and direction and number of personnel.

**ARTICLE XVII**  
**COMPLETE AGREEMENT**

This Agreement constitutes the full and complete agreement between the Employer and the Exclusive Representative. The provisions herein relating to terms and conditions of employment supersede any and all prior agreements, resolutions, practices, Employer policies, rules or regulations concerning the terms and conditions of employment inconsistent with these provisions.

**ARTICLE XVIII**  
**SAVINGS CLAUSE**

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

**ARTICLE XIX**  
**WAGES/DEDUCTIONS/DISTRIBUTIONS**

**Section 1 - Distribution**

Salary checks shall be distributed to all Employees on the 15th and 30th of each month or, if changed, in the same manner as other full-time classified Employees of the Employer. Paychecks for Employees on an hourly rate basis shall be distributed within the limitations necessary for processing time card paychecks.

## **Section 2 - Reclassification**

Any Employee requesting reclassification shall submit the request by December 1st of any year. The consideration of the reclassification shall be completed by June 1st of the ensuing year, and the results of such reclassification shall be subject to the negotiated pay table for the next fiscal year.

The Employee shall follow the classification/ reclassification process as outlined by the Employer.

## **ARTICLE XX** **Meet and Confer**

The Employer will meet and confer with Employees on a quarterly basis. Meetings may be cancelled by mutual consent.

## **ARTICLE XXI** **DURATION**

This Agreement shall become effective on July 1, 2018 and shall remain in full force and effect through June 30, 2020.

**Independent School District 761**

  
\_\_\_\_\_  
School Board Chair

  
\_\_\_\_\_  
District Chief Negotiator

Date: 7-9-18

**Owatonna Educational Support  
Staff**

  
\_\_\_\_\_  
OESS President

  
\_\_\_\_\_  
OESS Negotiator

Date: 7-9-18

INDEPENDENT SCHOOL DISTRICT NO. 761

AND

OWATONNA EDUCATIONAL SUPPORT STAFF (Special Education  
Paraprofessionals)

Contract addendum

Letter of understanding

This Letter of Understanding is entered into between the Independent School District #761 (hereinafter referred to as the "School District") and the Owatonna Educational Support Staff, Special Education Paraprofessionals (hereinafter referred to as the "Association"). The School District and Association hereby agree that:

1. A full-time Employee who utilizes two (2) days of sick leave or less during a twelve-month period of time (commencing with the fiscal year July 1 - June 30) may utilize one (1) paid personal leave day. Paid personal leave is non-accumulative and is to be used in the following year. The value of the personal leave day shall be equivalent to the Employee's current full-time assignment.


This Letter of Understanding shall be effective July 1, 2018 through June 30, 2020.

Independent School District #761

Owatonna Educational Support  
Staff

  
\_\_\_\_\_  
School Board Chair

  
\_\_\_\_\_  
OESS President

  
\_\_\_\_\_  
District Chief Negotiator

  
\_\_\_\_\_  
OESS Negotiator

Date: 7.9.18

Date: 7-9-18