

AGREEMENT

Between

INDEPENDENT SCHOOL DISTRICT NO. 911

Cambridge, Minnesota

and

SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL #284

Representing

PARAPROFESSIONALS

of

INDEPENDENT SCHOOL DISTRICT #911

Cambridge, Minnesota

Effective August 1, 2005, through July 31, 2007

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2005-2007 MASTER AGREEMENT

ARTICLE I.

PURPOSE

THIS AGREEMENT, entered into between the School Board of Independent School District #911, Cambridge, Minnesota, and its duly designated administrators, hereinafter referred to as the School District, and Service Employees International Union #284, hereinafter referred to as Exclusive Representative, pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, hereinafter referred to as the P.E.L.R.A. of 1971, as amended, to provide the terms and conditions of employment for employees employed as Instructional Assistants during the duration of this Agreement.

ARTICLE II.

RECOGNITION OF EXCLUSIVE REPRESENTATIVE

Section 1. *Recognition:* In accordance with the P.E.L.R.A. of 1971, the School District recognizes the Service Employees International Union No. 284, as the Exclusive Representative for employees employed as Instructional Assistants in Independent School District #911, which Exclusive Representative shall have those rights and duties as prescribed by the P.E.L.R.A. of 1971 and as described in the provisions of this Agreement.

Section 2. *Appropriate Unit:* The Exclusive Representative shall represent all such employees of the School District contained in the appropriate unit as defined in Article III, Section 2, of this Agreement and P.E.L.R.A. of 1971, as amended, and in certification by the Director of Mediation Services, if any.

Section 3. *Fair Share Fee:* Any employee included in the appropriate unit who is not a member of the Exclusive Representative may be required by the Exclusive Representative to contribute a fair share fee for services rendered by the Exclusive Representative as provided by Minnesota Statutes, and the employer, upon notification by the Exclusive Representative of such employee, shall be obligated to check off said fee from the earnings of the employee and transmit the same to the Exclusive Representative.

ARTICLE III.

DEFINITIONS

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

Section 2. *Description of Appropriate Unit:* For purpose of this Agreement, the term "Instructional Assistant" shall mean all persons in the appropriate unit employed by the School District in such classifications excluding the following: confidential employees, supervisory employees, essential employees, part-time employees whose services do not exceed the lesser of fourteen (14) hours per week or 35% of the regular work

week, employees who hold positions of a temporary or seasonal character for a period not in excess of 67 working days in any calendar year, and emergency employees.

Section 3. Other Terms: Terms not defined in this Agreement shall have those meanings as defined by the P.E.L.R.A. of 1971.

ARTICLE IV.

SCHOOL DISTRICT RIGHTS

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

Section 2. Management Responsibilities: The Exclusive Representative recognizes the right and obligation of the School District to efficiently manage and conduct the operation of the School District within its legal limitations and with its primary obligation to provide educational opportunity for the students of the School District.

Section 3. Effect of Laws, Rules and Regulations: The Exclusive Representative recognizes that all employees covered by this Agreement shall perform the services and duties prescribed by the School District and shall be governed by the laws of the State of Minnesota, and by School District rules, regulations, directives, and orders. The Exclusive Representative also recognizes the right, obligation and duty of the School District to promulgate rules, regulations, directives, and orders from time to time as deemed necessary by the School District insofar as such rules, regulations, directives, and orders are not inconsistent with the terms of this Agreement, and recognizes that the School District, all employees covered by this Agreement, and all provisions of this Agreement are subject to State and Federal law. Any provisions of this Agreement found to be in violation of any such laws, rules, regulations, directives, or orders shall be null and void and without force and effect.

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

ARTICLE V.

EMPLOYEE RIGHTS

Section 1. *Right to Views:* Nothing contained in this Agreement shall be construed to limit, impair or affect the right of any employee or his/her Representative to the expression or communication of a view, grievance, complaint or opinion on any 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:* Employees shall have the right to form and join labor or employee organizations, and shall have the right not to form and join organizations. Employees in an appropriate unit shall have the right by secret ballot to designate an Exclusive Representative for the purpose of negotiating grievance procedures and the terms and conditions of employment for employees of such unit with the School District.

Section 3. *Request for Dues Checkoff:* Employees shall have the right to request and be allowed checkoff for the employee organization of their selection, provided that dues check off and proceeds thereof shall not be allowed any employee organization that has lost its rights to dues checkoff pursuant to 179.64 to 179.75 of the P.E.L.R.A. of 1971.

Upon receipt of a properly executed authorization card of the employee involved, the School District will deduct from the employee's paycheck the dues that the employee has agreed to pay to the employee organization during the period provided for in said authorization. Deductions may be terminated by the employee by giving thirty (30) days written notice to the School District business office to stop deductions. Deductions shall be made each month and transmitted to the designated organizations, together with a list of names of the employees for whom the deductions were made.

ARTICLE VI.

RATES OF PAY

Section 1. *Rates of Pay:*

Subd. 1. The wages and salaries reflected herein shall be part of the Agreement for the period commencing August 1, 2005 through July 31, 2007.

Subd. 2. In the event of a summer school session, those electing to work will have duty days and hours as the teachers, determined by the School District. Instructional Assistants employed during summer school will be covered by this contract. Instructional Assistants employed by the School District during the school year who substitute during the summer school session shall also be paid at their regular rate of pay earned during the regular school year.

Subd. 3. The School District may withhold the increment in individual cases where there is demonstrable deficiency in the performance of the employee, provided the employee affected

shall receive notice of such action to withhold advancement on the rate progression sequence on or before July 15. Those not so notified will be eligible for step advancement on August 1.

Section 2. Hours of Service:

Subd. 1. Basic Work Week: The 2005-06 and 2006-07 school term shall consist of 182 days at no more than eight (8) hours per day, exclusive of lunch, for permanent employees. Title I and AOM Instructional Assistants may be assigned to a school year of less than 182 days.

Subd. 2. Basic Week: The Instructional Assistants' basic week shall be five (5) basic days.

Subd. 3. Full-time Employees: For the purpose of defining an employee who is full-time, the term "Full-time Employee" shall include any employee working thirty (30) hours or more per week for more than 67 working days. Only full-time employees shall be eligible for insurance benefits.

Subd. 4. Part-time Employees: The School District reserves the right to employ such personnel, as it deems desirable or necessary on a part-time or casual basis.

Subd. 5. Lunch Period: Employees shall be provided a duty free lunch period equal to that of the certified staff.

Subd. 6. In-Service Days: Employees who are required to attend workshops outside of their regularly scheduled day will be paid their regular rate of pay for actual hours in attendance at workshops, exclusive of breakfast, lunch, dinner and travel time.

Subd. 7. Shifts and Starting Time: All employees will be assigned starting time and shifts as determined by the School District.

Subd. 8. Overtime: All authorized work over forty (40) hours per week shall be paid at the overtime rate of time and one-half. All time will be recorded by time card. An employee shall not be required to work more than eight (8) hours per day.

Subd. 9. Emergency Schedule: In the event of energy shortage, severe weather, or other exigency, the School District reserves the right to modify the school calendar, and, if school is closed on a normal duty day(s), the Instructional Assistant shall perform duties on such other day(s), in lieu thereof as the School District shall determine.

In the event of energy shortage, severe weather, or other exigency, the School District further reserves the right to modify the length of the school day, as the School District shall determine, but with the understanding that the total number of hours per week shall not be increased. If school is closed before the end of an Instructional Assistant's normal workday due to severe weather, the Instructional Assistant may, at his/her discretion, complete his/her normal workday.

Instructional Assistant's may choose to make up the lost hours, within the same pay period or within the next pay period, with the understanding that necessary work, assigned by their supervisor, is planned during the make up hours. Make up hours may be divided over two (2) pay periods as scheduled by the Instructional Assistant's Supervisor. Instructional Assistant's are not to come in at will and decide their duties.

Section 3. New Employees: New employees shall be hired at a starting rate where the School District reserves the right of placement no higher than Step 2 on the salary schedule for employees covered by this agreement, and shall be eligible for step advancement on renewal of the Master Agreement if employed prior to January 1st.

Section 4. Miscellaneous Reimbursement: The School District, upon proper documentation, will reimburse employees for expenses incurred in repairing personal items broken during the normal workday by students, i.e., glasses, hearing aids, dentures, etc.

Section 5. Salary Schedule: **

	August 1, 2005	August 1, 2006	January 1, 2007
1st Year	9.99	10.07	10.26
2nd Year	12.35	12.45	12.69
3rd Year	12.99	13.10	13.35
4 th Year	14.43	14.55	14.82

Swimming Instructional Assistants shall receive .35 per hour over the above rates.

Academic & Behavior Manager/COTA

	August 1, 2005	August 1, 2006	January 1, 2007
1st Year	13.93	14.04	14.31
2nd Year	15.64	15.76	16.06
3rd Year	16.89	17.03	17.35

Interpreter for the Deaf (minimum NAD level III certification or RID:CI and CT certification)

	August 1, 2005	August 1, 2006	January 1, 2007
	Non Cert / Cert	Non Cert / Cert	
1 st Year	15.61 / 18.24	15.73 / 18.38	16.03 / 18.73
2 nd Year	16.14 / 18.75	16.27 / 18.90	16.57 / 19.26
3 rd Year	16.96 / 19.56	17.10 / 19.72	17.42 / 20.09

**Longevity – refer to Subd. 6. this section.

Subd. 1. If, in the case of an extreme emergency, an Instructional Assistant must substitute for a certified teacher, an Instructional Assistant from the missing teacher’s room will be designated as replacing the missing teacher and will be paid an additional .85 cents for each hour of duration of substitution. This additional rate will not apply to a substitute Instructional Assistant.

Subd. 2. All advances from one step to the next higher step shall be effective August 1st to coincide with the contract year.

Subd. 3. Resignations: At least two (2) weeks' notice shall be given by any employee if he/she wishes to resign. Salary adjustments may be made by the School District in lieu of the two (2) weeks' notice.

Subd. 4. The School District reserves the right to increase the rate of pay for a specific position(s) in order to be in compliance with pay equity as determined by the Minnesota Department of Employee Relations. This shall be done after 10 days notice to the union.

Subd. 5. Bus Monitor Instructional Assistants, that assist special education students, will be paid the hourly rate as per the Instructional Assistant contract. Bus monitor hours are not eligible for health, dental, life and long-term disability benefits.

Subd. 6. Longevity: Employees with at least 10 completed years of service shall receive fifteen cents (\$.15) per hour above their hourly rate as recognition of their career service. Longevity will be effective on August 1 after completing 10 years.

Section 6. Discipline, Discharge and Probationary Period:

Subd. 1. Probationary Period: An employee under the provisions of this Agreement shall serve a probationary period of six (6) worked months of continuous service in the School District, during which time the School 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.

Subd. 2. Completion of Probationary Period: An employee who has completed the probationary period may be suspended without pay or discharged only for just cause. Disciplinary actions by the employer may include the following actions:

- a. Oral reprimand
- b. Written reprimand
- c. Suspension without pay
- d. Discharge

Subd. 3. Seniority Date: Employees shall acquire seniority upon completion of the probationary period as defined in this Agreement and, upon acquiring seniority, the seniority date shall be the first day of continuous employment as an Instructional Assistant as defined by this contract.

Subd. 4. An employee's social security number is used to determine the seniority date when two or more employees are hired on the same date. The employee who has the highest last four (4) digit social security number is most senior.

Section 7. Overnight Trips: Instructional Assistant shall be paid for maximum of thirteen (13) hours per day for all overnight trips, when providing care.

ARTICLE VII.

LEAVE OF ABSENCE

Section 1. Sick Leave:

Subd. 1. All employees shall earn sick leave at the rate of one (1) day for each month of service in the employ of the School District on prorated basis to their normal hours worked per day. Employees shall receive notice as to the number of days accumulated at the beginning and end of each school year.

Subd. 2. Unused sick leave days may accumulate to a maximum credit of one hundred twenty (120) days of sick leave per employee. Employees eligible for long term disability will not receive sick leave pay beyond ninety (90) days.

Subd. 3. Sick leave with pay shall be allowed by the School District whenever an employee's absence is found to have been due to illness which prevented his or her attendance and performance of duties on that day or days.

Subd. 4. The School District may require an employee to furnish a medical certificate from the school health officer or from a qualified physician as evidence of illness, indicating such absence was due to illness, in order to qualify for sick leave pay. However, the final determination as to the eligibility of an employee for sick leave is reserved to the School District.

Subd. 5. In the event that a medical certificate will be required, the employee will be so advised.

Subd. 6. Sick leave allowed shall be deducted from the accrued sick leave days earned by the employee.

Subd. 7. Sick leave may be used upon approval of the superintendent for the immediate family as defined: wife, husband, children, sisters, brothers, parents, father-in-law, and mother-in-law. However, the final determination as to the eligibility of an employee for sick leave is reserved to the School District. Sick leave use for an ill or disabled child shall be governed by applicable statutes.

Subd. 8. Sick leave pay shall be approved only upon submission of a signed request upon the authorized sick leave pay request form available at the office.

Subd. 9. All new employees will receive two (2) sick days per month during the first year of employment and one (1) sick day per month thereafter. The specific amount of leave allowed under this section will be within the discretion of the School Board, and more or less sick leave may be allowed than provided in this section, depending upon the particular circumstances surrounding each case.

Subd. 10. Employees with ten (10) or more years of service upon termination (except those terminated for cause) shall receive pay for 25% of his/her accumulated sick leave days, not to exceed one hundred (100) days.

Section 2. Child Care Leave and Parent Care Leave

Subd. 1. A child care leave or parent care leave may be granted by the School District subject to the provisions of this section. Child care leave may be granted because of the need to prepare and provide parental care for a child or children of the Instructional Assistant for an extended period of time. Parent care leave may be granted because of the need to provide care for an ill or disabled parent of the Instructional Assistant for an extended period of time.

Subd. 2. An Instructional Assistant making application for child care leave or a parent care leave shall inform the Superintendent or designee, in writing, of intention to take the leave at least three (3) calendar months before commencement of the intended leave. In the event of an emergency, the School District has the right to waive or adjust the prior notification requirement.

Subd. 3. If the reason for the child care leave is occasioned by pregnancy, an Instructional Assistant may elect to utilize sick leave pursuant to the sick leave provisions of this Agreement. Unpaid child care leave may be granted after physical disability period provided the person works to the time of the disability and commences the child care leave (unpaid) thereafter. A pregnant Instructional Assistant will also provide at the time of the leave application a statement from her physician indicating the expected date of delivery.

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

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

- a. Grant any leave more than twelve (12) months in duration.
- b. Permit the Instructional Assistant to return to his/her employment prior to the date designated in the request for child care leave or parent care leave.

Subd. 6. An Instructional Assistant returning from child care leave or parent care leave shall be re-employed in a position which he or she is qualified unless previously discharged. The School District will retain the authority for placement; however, an effort will be made to place the returning Instructional Assistant in a position comparable to the assignment prior to the child care leave or parent care leave.

Subd. 7. Failure of the Instructional Assistant to return pursuant to the date determined under this section shall constitute grounds for termination unless the School District and the Instructional Assistant mutually agree to an extension in the leave.

Subd. 8. An Instructional Assistant who returns from child care leave or parent 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 provision of this Agreement at the commencement of the beginning of the leave. The Instructional Assistant shall not accrue time during the period of absence for child care leave or parent care leave.

Subd. 9. An Instructional Assistant on child care leave or parent care leave is eligible to participate in group health insurance programs if permitted under the insurance policy provisions, but shall pay the entire premium for such programs as the Assistant wishes to

retain, commencing with the beginning of the child care leave or parent care leave. The right to continue participation in such group insurance programs, however, will terminate if the Instructional Assistant does not return to the School District pursuant to this section.

Subd. 10. Leave under Section 2 shall be without pay. Group health insurance may be continued at the option and expense of the Instructional Assistant.

Subd. 11. A leave of absence without pay for the purpose of adopting a child will be granted by the School District for a period commencing as of the date of placement and continuing for a period of up to twelve (12) months. Written application for such leave must be submitted at least thirty (30) days prior to the date of the commencement of the leave. Other provisions are the same as for child care leave except that in no event shall two members of the same family employed in the system be granted such leave at the same time.

Section 3. Funeral Leave

Subd. 1. An employee may be granted funeral leave for deaths or funerals in the employee's family pursuant to the rules of this section.

Subd. 2. Up to five (5) days per occurrence with pay may be allowed if the death or funeral involves the employee's father, mother, sister, brother, husband, wife, son or daughter.

Subd. 3. Up to three (3) days per occurrence with pay may be allowed in the case of the death of the employee's or his/her spouse's grandparents, grandchildren, or an employee's father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law or daughter-in-law.

Subd. 4. Up to one (1) day per occurrence with pay may be allowed in the case of the death of the employee's aunt or uncle.

Subd. 5. The specific amount of the leave allowed under this section will be within the discretion of the School District and more or less funeral leave may be allowed than provided in this section, depending upon the particular circumstances surrounding each case.

Section 4. Temporary Medical Leave of Absence: To comply with the requirements for the P.E.R.A., any employee covered by this contract wherein his/her accumulated sick leave is entirely used, and he or she is not able to return to his/her normal duties because of illness, the School Board will pass a resolution granting temporary leave of absence and will notify the office of P.E.R.A. of this action.

Section 5. Workers' Compensation

Subd. 1. Upon the request of an employee who is absent from work as a result of a compensable injury under provisions of the Workers' Compensation Act, the School District will pay the difference between the compensation received pursuant to the Workers' Compensation Act by the employee and the employee's regular rate of pay to the extent of the employee's earned accrual of sick pay.

Subd. 2. A deduction shall be made from the employee's accumulated sick pay leave accrual time according to the pro rata portions of days of sick leave time which is used to supplement Workers' Compensation.

Subd. 3. Such payment shall be paid by the School District to the employee only during the period of disability.

Subd. 4. In no event shall the additional compensation paid to the employee by virtue of sick leave pay result in the payment of a total daily, weekly, or monthly compensation that exceeds the normal compensation of the employee.

Subd. 5. An employee who is absent from work as a result of an injury compensable under the Workers' Compensation Act who elects to receive sick leave pay pursuant to this policy shall show his/her Workers' Compensation check, prior to receiving payment from the School District for his/her absence.

Subd. 6. Work time lost of three (3) days or less for Workers' Compensation will not be deducted from the employee's sick leave.

Section 6. Any employee who does not appear for work without prior leave approval as outlined in one of these sections shall be subject to dismissal.

Section 7. Jury Duty Pay: All employees required to serve on jury duty shall be paid by the School District the difference between their regular pay and jury duty pay. In implementing this section, the School District shall continue to pay the employee the regular rate of pay and the employee shall be obligated upon receipt of the jury duty pay from the governmental agency to immediately remit the check endorsed payable to Independent School District #911.

Section 8. Personal Leave: Each employee may receive up to two (2) days of personal leave during the 2005-2006 contract year with pay. Effective in the 2006-2007 contract year, each employee may receive up to three (3) days personal leave with pay. Personal leave days may accumulate up to a maximum of four (4) days. A personal leave day must be scheduled at least three (3) workdays in advance of the proposed personal days except in emergency circumstances. An employee need not give a reason for the personal leave, but may be asked for an explanation if the request is made within three (3) workdays of the personal day. Personal leave will not be granted to extend a school calendar break unless extreme circumstances occur.

Section 9. Educational Leave: An Instructional Assistant may be allowed to take an unpaid leave of absence for up to two (2) years for the purpose of increasing career objectives within the School District. The employee must have completed five (5) years of service under this working agreement. Recommendation by the employee's supervisor and School District approval must be obtained before going on said unpaid leave. Employee's seniority shall be frozen. When employee returns to work for the School District, their seniority shall pick up where it was prior to going on the unpaid leave. If employee does not return to the School District at the end of the leave and/or leave has not been extended, said employee shall terminate all rights as an employee of the School District.

ARTICLE VIII.

SENIORITY RIGHTS

Section 1. Seniority: The Board recognizes that the purpose of seniority is to provide a declared policy as to the order of layoff and recall of employees, and advancement or promotion (if the employee is qualified). Employees with the least continuous service shall be laid off first. For reductions in hours and layoffs, employees with the least continuous service with the district, in the affected building, within a job family shall have their hours reduced first. The job families include the following:

- 1) Title 1/AOM
- 2) Regular/Kindergarten Classroom/Special Education/Media/Technology
- 3) Interpreters
- 4) Behavior Managers/COTA
- 5) Swimming

If any openings subsequently occur, the laid off employee with the most continuous service shall be the first recalled. If a former employee elects not to work when recalled, he or she shall then lose his or her seniority rights. An employee who is properly discharged or resigns shall forfeit his or her seniority rights, and in the event of re-employment, his or her seniority rights shall begin as of the date of his or her re-employment. Child care leave or parent care leave shall not detract from or add to seniority. Failure of an employee on recall list to notify employer of changes in address shall terminate recall rights of employee.

Section 2. Order of Lay Off:

Subd. 1. If an Instructional Assistant is to be laid off or hours reduced whose regular work day is from seven (7) hours to seven (7) hours and fifty-nine (59) minutes and she/he has seniority, she/he may bump the least senior Instructional Assistant that allows the senior Instructional Assistant to maintain their number of days within the Instructional Assistant's current category, or the least senior Instructional Assistant in an hour category with lesser hours. This subdivision applies to all the hour categories as follows: 7 hours to 7 hours 59 minutes, 6 hours to 6 hours 59 minutes, 5 hours to 5 hours 59 minutes, 4 hours to 4 hours 59 minutes, 3 hours to 3 hours 59 minutes, 2 hours to 2 hours 59 minutes.

Subd. 2. In no case shall an employee be allowed to bump an employee with greater seniority.

Subd. 3. If an Instructional Assistant's hours are reduced by one (1) hour or more, or if the reduction in hours causes a loss in insurance benefits, she/he may bump the least senior Instructional Assistant consistent with the procedures established in Section 2, Subdivision 1.

Subd. 4. In order for an Instructional Assistant to bump into another Instructional Assistant position, she/he shall meet the qualifications of the position and score satisfactorily on a written test, if given.

Subd. 5. An Instructional Assistant whose hours are reduced and does not have enough seniority to bump an Instructional Assistant with equal hours shall be allowed the choice of layoff with no loss of seniority or recall rights. All recall and seniority rights will terminate two (2) years from layoff date. Employees on Workers' Compensation shall be exempt from the two (2) year recall limitation.

ARTICLE IX.

VACANCIES

Section 1. *New Positions* or vacancies of more than thirty (30) days duration will be posted for a period of five working days. Applicants for posted positions must submit their bid to the proper office in writing and duplicate copies of all bids will be delivered to the Local Steward of the unit by the applicant before the close of the posting. Final decision, however, for employment advancement, transfer, or promotion will be made by the employer, after considering qualifications and seniority of applicants.

Subd. 1. An Instructional Assistant, with less than 5 consecutive years of IA experience with the School District, will be allowed only one transfer per school year except in the event no other Instructional Assistant bids for the position.

Subd. 1a. The senior Instructional Assistant is defined as the assistant who has more years of service as an Instructional Assistant with the School District.

Subd. 1b. An Instructional Assistant, with more than 5 consecutive years of IA experience with the School District, will be eligible to bid for a second transfer per school year.

Subd. 2. Instructional Assistant positions for extended school year shall be posted if a vacancy exists. These positions shall be filled by qualifications and seniority. No vacancy exists if Instructional Assistants worked with the student's program during the previous school year.

Subd. 3. All positions posted during the summer months will be mailed if the employee provides the School District office with self-addressed, stamped envelopes.

ARTICLE X.

GROUP INSURANCE

Section 1. *Selection of Carrier:* The selection of the insurance carrier and policy shall be made by the School District after reviewing the recommendations of the insurance committee composed of faculty and other employee representatives.

Section 2. Insurance:

Subd. 1. Insurance: The School District shall provide all full-time Instructional Assistants all insurance and pay the same premiums for such coverage as provided for faculty and other full-time employees.

Subd. 2. Duration of Insurance Contributions: An employee is eligible for School District contributions as provided in this Article as long as the employee is employed by Independent School District #911. Upon termination of employment, all School District participation and contributions shall cease effective on the last working day. An employee must be employed at least thirty (30) hours per week to be eligible for insurance benefits.

Subd. 3. The appropriate unit hereby warrants that it will defend and hold the School District harmless from any and all actions, suits and claims initiated by members of this appropriate unit arising from or concerning the amounts of School District contributions toward insurance premiums.

ARTICLE XI.

MISCELLANEOUS

Section 1. Holidays:

2005-06

Labor Day	September 5, 2005
Thanksgiving Day	November 24, 2005
Day after Thanksgiving	November 25, 2005
Christmas Eve Day	December 23, 2005
Christmas Day	December 26, 2005
New Year's Eve Day (float)	December 29, 2005
New Year's Day	December 30, 2005
Presidential Holiday	February 20, 2006
Easter Holiday	April 14, 2006
Memorial Day	May 29, 2006
Independence Day	July 4, 2006

2006-07

Labor Day	September 4, 2006
Thanksgiving Day	November 23, 2006
Day after Thanksgiving	November 24, 2006
Christmas Eve Day	December 25, 2006
Christmas Day	December 26, 2006
New Year's Eve Day (float)	December 29, 2006
New Year's Day	January 1, 2007
Presidential Holiday	February 19, 2007
Easter Holiday	April 6, 2007

Memorial Day

May 28, 2005

Instructional Assistants who normally commence employment prior to Labor Day and work after Memorial Day shall not lose holiday pay due to when school begins or ends.

Section 2. *Workshops and Conventions:* The sum of One Thousand Dollars (1000.00) per year shall be budgeted for travel, workshop and convention expenses of Instructional Assistants. Requests for attendance of all expense paid workshops and conventions must have the approval of the principal or supervisor and the Superintendent or designee prior to the meetings.

Section 3. *Tests:* All tests that are used by the School District to determine qualifications for positions covered by this contract shall be on file with the Exclusive Representative. This includes, but is not limited to Title I Instructional Assistant tests, AOM tests and Computer tests.

ARTICLE XII.

GRIEVANCE PROCEDURE

Section 1. *Grievance Definition:* A “grievance” shall mean an allegation by an Instructional Assistant employee resulting in a dispute or disagreement between the Instructional Assistant and the School District as to the interpretation or application of terms and conditions of employment insofar as such matters are contained in this Agreement.

Section 2. *Representative:* The Instructional Assistant employee, administrator, or School Board may be represented during any step of the procedure by any person or agent designated by such party to act in his/her behalf.

Section 3. *Definitions 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 weekdays not designated as holidays by state law.

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

Section 5. Adjustment of Grievance: The School District and the Instructional Assistant employee shall attempt to adjust all grievances which may arise during the course of employment of any Instructional Assistant employee with the School District in the following manner:

Subd. 1, Level I. If the grievance is not resolved through informal discussion, the School District designee shall give a written decision on the grievance to the parties involved within ten (10) days after receipt of the written grievance.

Subd. 2, Level II. In the event the grievance is not resolved in Level I, the decision rendered may be appealed to the Superintendent, provided such an appeal is made in writing within five (5) days after receipt of the decision in Level I. If a grievance is properly appealed to the Superintendent, the Superintendent or his/her designee shall meet regarding the grievance within fifteen (15) days after receipt of the appeal. Within ten (10) days after the meeting, the Superintendent or his/her designee shall issue a decision, in writing, to the parties involved.

Subd. 3, Level III. In the event the grievance is not resolved in Level II, the decision rendered may be appealed to the School Board, provided such an appeal is made in writing within ten (10) days after receipt of the decision of Level II. If a grievance is properly appealed to the School Board, the School Board shall 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 School Board may be designated by the School 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 I or Level II of this procedure, provided the School Board or its representative(s) notify the parties of its intentions 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 affirm, reverse, or modify such decision. Time limits for hearing and decision shall be the same as provided in Section 5, Subd. 3, of this Article, and appeal can be taken directly to arbitration within the same time limits as provided in Section 8, Subd. 1, of this Article.

Section 7. Denial of Grievance: Failure of the School District or its representative(s) to issue a decision within the time periods provided herein shall constitute a denial of the grievance, and the Instructional Assistant employee may appeal it to the next level.

Section 8. Arbitration Procedures: In the event that the Instructional Assistant employee and the School Board are unable to resolve any grievance, the grievance may be submitted to arbitration as defined herein:

Subd. 1. Request: A request to submit a grievance to arbitration must be in writing, signed by the aggrieved party, and such request must be filed in the office of the Superintendent within ten (10) days following the decision in Level III of the grievance procedure.

Subd. 2. Prior Procedure Required: No grievance shall be considered by the arbitrator who has not been first duly processed in accordance with the grievance procedure and appeal provisions.

Subd. 3. Selection of Arbitrator: Upon the proper submission of a grievance under the terms of this procedure, the parties shall, within ten (10) days after the request to arbitrate, attempt to agree upon the selection of an arbitrator. If no agreement of an arbitrator is reached, either party may request the Bureau of Mediation Services. to appoint an arbitrator, pursuant to M.S. 179.70, Subd. 4, providing such request is made within twenty (20) days after request for arbitration. The request shall ask that the appointment be made within thirty (30) days after the receipt of said request. Failure to agree upon an arbitrator or the failure to request an arbitrator from the Bureau of Mediation Services within the time periods provided shall constitute a waiver of the grievance.

Subd. 4. Submission of Grievance Information: Upon appointment of the arbitrator, the appealing party shall, within five (5) days after the notice of appointment, forward to the arbitrator, with a copy to the School Board, the submission of the grievance, which shall include the following:

- a. The issues involved
- b. Statement of the facts
- c. Position of the grievant
- d. The written documents relating to Section 5, Article XII. of the grievance procedure

The School Board may make a similar submission in information relating to the grievance, either before or at the time of the hearing.

Subd. 5. Hearing: The grievance shall be heard by a single arbitrator, and both parties may be represented by such person or persons as they may choose to designate, and the parties shall have a right to a hearing, at which time both parties will have the opportunity to submit evidence, offer testimony, and make oral and written arguments relating to the issues before the arbitrator. The proceeding before the arbitrator shall be a hearing de novo.

Subd. 6. 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/her shall be final and binding upon the parties, subject, however, to the limitations of arbitration decisions as provided by in the P.E.L.R.A. of 1971.

Subd. 7. 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 for arbitration. A transcript or recording shall be made of the hearing at the request of either party. The parties shall share equally fees and expenses of the arbitrator, the cost of the transcript or recording, if requested

by either or both parties, and any other expenses which the parties mutually agree are necessary for the conduct of the arbitration.

Subd. 8. 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 proposed terms or 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 terms of the grievance with the terms of the grievance and arbitration 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 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 operation within the legal limitations surrounding the financing of such operations.

ARTICLE XIII.

DURATION

Section 1. *Term and Reopening Negotiations:* This Agreement shall remain in full force and effect for a period commencing on August 1, 2005, through July 31, 2007, and thereafter until modifications are made pursuant to the P.E.L.R.A. of 1971. If either party desires to modify or amend this Agreement commencing at its expiration, it shall give written notice of such intent no later than ninety (90) days prior to said expiration. Unless otherwise mutually agreed, the parties shall not commence negotiations more than ninety (90) days prior to the expiration of this Agreement.

Section 2. *Effect:* This Agreement constitutes the full and complete Agreement between the School District and the Exclusive Representative representing the employees. The provisions herein relating to terms and conditions of employment supercede any and all prior Agreements, resolutions, practices, School District policies, rules or regulations concerning terms and conditions of employment inconsistent with these provisions.

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

Section 4. *Severability:* The provisions of this Agreement shall be severable, and if any provisions thereof or the application of any such provision under any circumstances is held invalid, it shall not affect any other provisions of this Agreement or the application of any provision thereof.

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

FOR: Service Employees International Union
Local #284/Paraprofessionals
450 Southview Boulevard
South St. Paul, MN 55075

FOR: Independent School District #911
315 7th Lane NE
Cambridge, Minnesota 55008

Business Representative

Chair

Union Steward

Clerk

Chief School Board Negotiator

Dated this _____ day of _____, 200__

Dated this _____ day of _____, 200__

Address to which notices are to be sent:

Address to which notices are to be sent:

Service Employees International Union
Local #284/Paraprofessionals
450 Southview Boulevard
South St. Paul, MN 55075

Independent School District #911
315 7th Lane NE
Cambridge, Minnesota 55008

2005-2007

Laurie Stammer, Union Representative
Local 284
7490 Market Place Drive
Eden Prairie, MN 55344

RE: Letter of Understanding with Instructional Assistant Employees

Dear Ms. Stammer:

As we discussed in the recently concluded 2005-07 contract negotiations with the Instructional Assistant Unit, the district agreed to extend letters of understanding positions through June 30, 2007.

The district agrees to maintain eighteen full-time positions in the unit through June 30, 2007.

Regarding vacancies, the district agrees that senior employees who are qualified have an opportunity to work the most available hours. Short hour positions will be added to senior available employee's positions before adding new employees up to but not exceeding 30 hours per week.

Sincerely,

Bruce Novak
Superintendent of Schools

BN/pm

2005-07

Laurie Stammer, Union Representative
Local 284
7490 Market Place Drive
Eden Prairie, MN 55344

RE: Letter of Understanding with Instructional Assistant Employees

Dear Ms. Stammer:

It is our goal to notify our Instructional Assistants of their position status for the upcoming school year not later than June 30 each year.

Employees laid off or with reduced hours shall exercise their bumping rights within 10 working days of said notification or be placed on the recall list. To expedite the bumping process the district may establish a one-day bumping pool where employees select positions by seniority order.

Sincerely,

Bruce Novak
Superintendent of Schools

BN/pm